



# AGENDA

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

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**TUESDAY, JANUARY 26, 2016**

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

- Invocation – District 4
- Pledge of Allegiance
- Presentation of a proclamation designating February as Black History Month
- Presentation of a resolution recognizing the Bishop Moore Catholic High School Football Team as 2015 Florida Class 5A State Champions
- Presentation of Art in the Chambers
- Public Comment\*

## **I. CONSENT AGENDA**

### **A. COUNTY COMPTROLLER**

1. Approval of the minutes of the November 17 and December 1, 2015 meetings of the Board of County Commissioners. **(Clerk's Office) Page 26-100**
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 26**

### **B. COUNTY ADMINISTRATOR**

1. Receipt and filing of the minutes received by the Agenda Development Office of various advisory board meetings for the official county record. **(Agenda Development Office) Page 101-102**

**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, JANUARY 26, 2016**

**I. CONSENT AGENDA (Continued)**

**B. COUNTY ADMINISTRATOR (Continued)**

2. Approval of Amendment to the FY 2016 Grant Agreement between Black Business Investment Fund and Orange County, Florida. **(Office of Economic, Trade and Tourism Development) Page 103-105**
3. Approval of Resolution of the Orange County Board of County Commissioners regarding ADP, LLC Qualified Target Industry Tax Refund. **(Office of Economic, Trade and Tourism Development) Page 106-109**
4. Approval for the Orange County Sheriff's Office to spend \$157,300 from the FY 2016 Law Enforcement Trust Fund for the purchase of protective podiums (\$156,300), and to provide an eligible contribution to Youth Central Connection (\$1,000). **(Office of Management and Budget) Page 110-116**
5. Approval of budget amendments #16-13, #16-14, #16-15, and #16-16. **(Office of Management and Budget) Page 117-124**
6. Approval of Service Funding Agreement by and between Orange County, Florida and LYNX for FY 2015-16. All Districts. **(Office of Regional Mobility) Page 125-147**
7. Approval of ratification of payment of Intergovernmental claims of November 5, 2015, November 19, 2015, December 3, 2015, and December 17, 2015 totaling \$1,368,609.69 **(Risk Management Division) Page 148-149**

**C. COUNTY ATTORNEY**

1. Approval of proposed new Administrative Regulation, titled "Neighborhood Grant Program." **Page 150-153**
2. Approval of proposed revisions to Administrative Regulation 8.07.05 and 8.07.06, titled "Vehicle Take-Home Assignment Policy and Vehicle E-Pass Transponder Assignment Policy." **Page 154-161**
3. **Note: This item will be pulled to be heard with Public Hearing F. 9.**  
Approval of Resolution of the Orange County Board of County Commissioners regarding the Orange County Emergency Medical Services Advisory Council; Reconstituting Such Board as to Duties, Number of Members and Membership Qualifications; Reorganizing the Board's Responsibilities and Authorities; effect of Resolution to replace and supersede all prior Resolutions concerning the Emergency Medical Services Advisory Council; and Providing and effective date. **Page 162-172**

**D. CONVENTION CENTER**

1. Approval of Change Order No. 3, Contract Y13-7019 with RUSH Construction, Inc. in the amount of \$53,258, for a revised contract amount of \$1,992,258. **(Convention Center) Page 173-177**

**CONTINUED**

**TUESDAY, JANUARY 26, 2016**

**I. CONSENT AGENDA (Continued)**

**E. ADMINISTRATIVE SERVICES DEPARTMENT**

1. Approval to award Invitation for Bids Y16-145-LC, HVAC Repair and Replacement Countywide, to the low responsive and responsible bidders, Air Mechanical and Service Corporation (AMSCO), as the primary contractor in the estimated annual contract amount of \$1,000,000 and Shaw Mechanical Services, LLC and Johnson Controls, Inc. as secondary contractors each in the contract amount of \$500,000. ([Administrative Services Department Facilities Management Division] **Procurement Division**) **Page 178-180**
2. Approval to award Invitation for Bids Y16-708-PH, Orange County Utilities SCADA Replacement Phase I, to the low responsive and responsible bidder, Curry Controls Company. The total contract award amount is \$4,749,000. ([Utilities Department Engineering Division] **Procurement Division**) **Page 181-184**
3. Approval of Amendment No. 5, Contract Y15-138-MA, Work Uniforms, with Designlab, Inc. in the estimated amount of \$127,390.25 for a revised total estimated contract amount of \$2,015,254.25. ([Convention Center] **Procurement Division**) **Page 185-186**
4. Selection of Federation of Families of Central Florida, Inc. to provide Family and Youth Recovery Services (Wraparound Orange), Request for Proposals Y16-153-LC in the amount of \$233,998.40. ([Health Services Department Mental Health and Homeless Issues Division] **Procurement Division**) **Page 187-190**
5. Selection of HRS Group, Inc. dba Alertchecks to provide Background Checks under Request for Proposals Y16-141-JS. ([Office of Accountability Office of Professional Standards Division] **Procurement Division**) **Page 191-195**
6. Approval to award contracts for Request for Proposals Y16-152-LC, Wraparound Orange Services to Aspire Health Partners in the amount of \$178,859.20; Devereux Florida in the amount of \$334,172.80; IMPOWER, Inc. in the amount of \$192,939.20; The Children's Home Society of Florida in the amount of \$338,686.40 and Youth Advocate Programs, Inc. in the amount of \$412,927.80. ([Health Services Department Mental Health and Homeless Issues Division] **Procurement Division**) **Page 196-200**
7. Approval and execution of License Agreement between Reedy Creek Improvement District and Orange County and delegation of authority to the Real Estate Management Division to execute commencement certificate and to exercise renewal options, if needed, for Sheriff's Office – Sector Six, License Agreement #2070, 2700 Village Services Trail, Lake Buena Vista, Florida 32830. District 1. (**Real Estate Management Division**) **Page 201-202**
8. Approval and execution of Utility and Ingress-Egress Easement Agreement between Sea World of Florida LLC and Orange County and authorization to disburse funds to pay all recording fees and record instrument for Sea World Water Meter Easement. District 1. (**Real Estate Management Division**) **Page 203-204**

**CONTINUED**

TUESDAY, JANUARY 26, 2016

**I. CONSENT AGENDA (Continued)**

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

9. Approval of Memorandum of Understanding between Orange County Public Works Department and Orange County Utilities Department, approval and execution of Notice of Reservation and authorization to disburse funds to pay recording fees and record instrument for Pump Station No. 3586 (Donnybrook). District 3. **(Real Estate Management Division) Page 205-206**
10. Approval and execution of Terminations of Easements and authorization to record instruments for Clarcona-Ocoee Rd (Ocoee-Apopka Rd to Hiawassee Rd). District 2. **(Real Estate Management Division) Page 207-208**
11. Approval and execution of Utility Easement between The School Board of Orange County, Florida and Orange County and authorization to record instrument for New Independence ES OCU File No. 77586. District 1. **(Real Estate Management Division) Page 209-210**
12. Approval and execution of Amendment to Non-Exclusive Drainage Easement and Joint Utilization Agreement (S.C. Orlando, L.L.C./Orange County) between JY-TV ASSOCIATES, LLC and Orange County, approval of Subordination of Encumbrances to Property Rights to Orange County from WELLS FARGO BANK, N. A. and authorization to record instruments for Promenade Grande Lakes Apts. (Permit # B14903551). District 4. **(Real Estate Management Division) Page 211-212**
13. Approval of Access Easement between GB Curry Pine LLC and Orange County with Consent and Subordination by Mortgagee from BRANCH BANKING AND TRUST COMPANY and Consent to Access Easement from Wawa Florida, LLC, approval and execution of Access Easement between Orange County and GB Curry Pine LLC and authorization to record instruments for Curry Ford Rd. /Young Pine Rd. Retention Pond Re-Design. District 4. **(Real Estate Management Division) Page 213-214**
14. Approval of Purchase Price Above Appraised Value, Purchase Agreement between McKinnon Groves, LLLP, and Orange County, Utility Easement between McKinnon Groves, LLLP and Orange County and the City of Orlando and authorization to disburse funds to pay purchase price, recording fees and record instrument for Water Conserv II Utility Easement – Turnout 8T-05. District (Lake County). **(Real Estate Management Division) Page 215-216**
15. Approval of Temporary Utility Easement between Vineland Express, LLC and Orange County and authorization to record instrument for Village F Parcels N-1 & N-2 Offsite Utilities OCU Permit: 14-E-107 OCU File #: 79185. District 1. **(Real Estate Management Division) Page 217-218**

**CONTINUED**



TUESDAY, JANUARY 26, 2016

**I. CONSENT AGENDA (Continued)**

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

16. Approval of Conservation Easement between D.R. Horton, Inc. and Orange County and authorization to record instrument for Creekstone Reserve (aka Bishop Property). District 4. **(Real Estate Management Division) Page 219-220**
17. Approval of Purchase Price Above Appraised Value, Contract For Sale and Purchase, Special Warranty Deed, Access Easement, and Temporary Construction Easement between Gold MIL Railroad Holdings, LLC and Orange County and authorization to disburse funds to pay purchase price and closing costs and perform all actions necessary and incidental to closing for Pump Station 3437 (Orange Avenue 2) and Pump Station 3222 (Watts Avenue). District 3. **(Real Estate Management Division) Page 221-222**

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

1. Approval of School Concurrency Mitigation Agreement OC-15-003 Project Name: Ruby Lake – Parcel ID#: 15-24-28-7774-00-002; 15-24-28-7774-00-022; 15-24-28-7774-00-020; 15-24-28-7774-00-010; 15-24-28-7774-00-001 by and among The School Board of Orange County, Orange County, Florida, Pulte Home Corporation, and Jen Florida XXI, LLC. District 1. **(Concurrency Management Office) Page 223-241**
2. **Note: This item will be pulled to be heard with Amendment 2014-2-A-4-4**  
Approval of Environmental Land Stewardship Agreement Camino Reale Project by and between Camino Reale Properties, LLC, and Orange County. District 4. **(Environmental Protection Division) Page 242-255**
3. Acceptance of Recommendation of the Environmental Protection Commission to approve the recommendation of the Environmental Protection Officer's decision (Orange County Code, Chapter 15, Article IX, Section 15-349) to issue the modification to boat dock permit BD-15-05-069 for Mary Oakes. District 1. **(Environmental Protection Division) Page 256-261**
4. Acceptance of Recommendation of the Environmental Protection Commission, pursuant to Orange County Code, Chapter 15, Article IX, Section 15-350(b), to approve the request for after the fact waiver to Orange County Code, Chapter 15, Article IX, Section 15-342(b), and approve the request for after the fact variance to Section 15-343(a) for the Macias After the Fact Dock Construction Permit number BD-15-01-003 with a payment of \$725 to the Conservation Trust Fund. District 1. **(Environmental Protection Division) Page 262-277**
5. Approval of Proportionate Share Agreement for Reams Road Self Storage Facility Reams Road Improvements: From Summerlake Park Boulevard to Delmar Avenue by and between Reams Development, LLC and Orange County for a proportionate share payment in the amount of \$138,372. District 1. **(Roadway Agreement Committee) Page 278-289**

**CONTINUED**

**TUESDAY, JANUARY 26, 2016**

**I. CONSENT AGENDA (Continued)**

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

6. Approval of Memorandum of Agreement The State of Florida, Department of Transportation and Orange County, a Charter County and a Political Subdivision of the State of Florida to provide for \$300,000 to mitigate and offset impacts to the Conway Acres subdivision from the widening and improvement of Hoffner Avenue (S.R. 15). Districts 1 and 3. **(Roadway Agreement Committee) Page 290-292**
7. Approval of Proportionate Share Agreement for Taco Bell Pizza Hut Lakeside Village Center South PD Reams Road Improvements: From Center Drive (f/k/a Cast Drive) to Delmar Avenue by and between Lakeside II Partners, LLC and Orange County for a proportionate share payment in the amount of \$128,034. District 1. **(Roadway Agreement Committee) Page 293-305**

**G. FAMILY SERVICES DEPARTMENT**

1. Approval of the Federally-Funded Subgrant Agreement, CFDA Number: 93.568, Contract Number: 16EA-0F-12-00-01-022, between the State of Florida, Department of Economic Opportunity and Orange County, Florida for the Low-Income Home Energy Assistance Program in the amount of \$3,064,275 for the period of March 1, 2016 through March 31, 2017; and approval for the County Mayor or designee to approve any increases, decreases or modifications in the award amount. **(Community Action Division) Page 306-366**
2. Approval of License Agreement between Orange County, Florida and Boy Scouts of America, Troop 219 regarding the use of Orange County's Community Centers for East Orange Community Center. **(Community Action Division) Page 367-380**
3. Authorization to accept the Chase Settlement Award between the Office of the Attorney General and Orange County, Florida for \$80,877.52. **(Community Action Division) Page 381-383**
4. Approval of Florida Department of Children and Families Application for a License to Operate a Child Care Facility at Bithlo Head Start. This application is only executed by Orange County. **(Head Start Division) Page 384-388**
5. Receipt and filing of Head Start Policy Council Program Information and Updates December 2015 and Head Start Policy Council Meeting Minutes November 19, 2015 for the official county record. **(Head Start Division) Page 389-438**
6. Approval of the December 2015 Business Assistance for Neighborhood Corridors Program Grant for Soiree Event and Conference Center (\$5,000). District 6. **(Neighborhood Preservation and Revitalization Division) Page 439-440**

**CONTINUED**

TUESDAY, JANUARY 26, 2016

**I. CONSENT AGENDA (Continued)**

**H. FIRE RESCUE DEPARTMENT**

1. Approval of Federally-Funded Subgrant Agreement, Contract Number: 16-DS-T9-06-58-01-\_\_\_\_\_, CFDA Number 97.067 between the State of Florida, Division of Emergency Management and Orange County in the amount of \$92,873. There is no local match required. **(Operations Division) Page 441-489**
2. Approval of Federally-Funded Subgrant Agreement, Contract Number: 16-DS-T9-06-58-01-\_\_\_\_\_, CFDA Number 97.067 between the State of Florida, Division of Emergency Management and Orange County in the amount of \$178,020. **(Operations Division) Page 490-539**

**I. HEALTH SERVICES DEPARTMENT**

1. Approval of Orange County Health Services Department Physician Employment Agreement by and between Orange County and Robert Buck, D.O., for the position of Medical Director, Corrections Health Services effective February 21, 2016. **(Health Services Department) Page 540-545**

**J. PUBLIC WORKS DEPARTMENT**

1. Approval and Execution of Use Agreement between Duke Energy Florida, LLC and Orange County to construct, operate and maintain a fence to screen cell site improvements within the County's right of way. District 1. **(Development Engineering Division) Page 546-558**
2. Approval and Execution of Use Agreement between Westside Shoppes, LLC and Orange County to install, construct and maintain Roads A,B and C improvements within County's right-of-way. District 1. **(Development Engineering Division) Page 559-583**

**K. UTILITIES DEPARTMENT**

1. Approval and execution of a) Third Amendment to Orange County/City of Ocoee Water Service Territorial Agreement (Contract No. W-88-06) by and between The City of Ocoee and Orange County and b) Fourth Amendment to Orange County/City of Ocoee Sewer Service Territorial Agreement (Contract No. S-87-8) by and between The City of Ocoee and Orange County. Districts 1 and 2. **Page 584-618**

**CONTINUED**

**TUESDAY, JANUARY 26, 2016**

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

**A. COUNTY COMPTROLLER**

1. Receipt of the following items to file for the record: **(Clerk's Office)**  
**Page 619-620**

- a. Minutes of the May 14, June 9, July 9, August 13, September 10, October 8, and November 12, 2015, Charter Review Commission.
- b. City of Orlando Voluntary Annexation Request: 6933 Curry Ford Road-ANX2015-00006; Copy of proposed advertisement, Notice of Proposed Enactment. On January 25, 2016 the Orlando City Council will consider proposed Ordinance 2015-38, entitled: An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located north of Curry Ford Rd., east and south of Camellia Garden Dr., and west of Colton Dr., addressed as 6933 Curry Ford Rd., and comprised of 44.74 acres, more or less; amending the City's adopted Growth Management Plan to designate the property as Residential Low Intensity on the City's Official Future Land Use Maps; providing for amendment of the City's Official Future Land Use Maps; providing findings, amendment of the City's boundary description, and for amendment of the City's official maps; providing for severability, correction of scrivener's errors, and an effective date. The public hearing and request for the second reading and adoption of the annexation ordinance is scheduled for the City Council meeting on January 25, 2016. The first reading of this ordinance was approved on July 27, 2015.

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

**CONTINUED**

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**TUESDAY, JANUARY 26, 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 619-620**

- c. City of Orlando Voluntary Annexation Request: 1730 E. Jersey Ave.-ANX2015-00016; Copy of proposed advertisement, Notice of Proposed Enactment. On February 8, 2016 the Orlando City Council will consider proposed Ordinance 2016-3, 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 Michigan St., east of Dickson Ave., south of E. Jersey Ave., and west of Ives Ave., addressed as 1730 E. Jersey Ave., and comprised of 0.324 acres of land, more or less; amending the City's adopted Growth Management Plan to designate the property as Residential Low Intensity in part, and Mixed Use Corridor Medium Intensity, in part, on the City's Official Future Land Use Maps; designating the property as the MU-1 Medium Intensity Mixed Use Corridor District along with the traditional City overlay district, in part, and the R-2/A 1-2 Family District along with the traditional City Overlay District, in part, on the City's Official Zoning Maps; providing for amendment of the City's Official Future Land Use and Zoning Maps; providing for severability, correction of scrivener's errors, and an effective date. The public hearing and request for the second reading and adoption of the annexation ordinance is scheduled for the City Council meeting on February 8, 2016. The first reading of this ordinance is scheduled for January 25, 2016.

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

**CONTINUED**

TUESDAY, JANUARY 26, 2016

**III. DISCUSSION AGENDA**

**A. COUNTY ADMINISTRATOR**

1. Appointment to the International Drive Master Transit and Improvement District Advisory Board of an individual to succeed Doug Gehret with a term expiring December 31, 2019. **Page 621**
2. Approval of funding in the amount of \$25,000 to the Metro Orlando Defense Task Force, and authorization for the Mayor to execute an agreement with the Metro Orlando Defense Task Force on behalf of the Board of County Commissioners. **(Office of Economic, Trade and Tourism Development) Page 622-623**

**B. ADMINISTRATIVE SERVICES DEPARTMENT**

1. Selection of one firm and one ranked alternate to provide Evaluation, Cultural and Linguistic Competence Services (Wraparound Orange), Request for Proposals Y16-154-LC, from the following two firms, listed alphabetically:
  - Covian Consulting, Inc.
  - Visionary Vanguard Group, Inc.**([Health Services Department Mental Health and Homeless Issues Division] Procurement Division) Page 624-627**

**CONTINUED**

TUESDAY, JANUARY 26, 2016

IV. WORK SESSION AGENDA

A. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Affordable Housing in Bithlo and Tiny Homes. All Districts. (Planning Division)  
Page 629

CONTINUED

TUESDAY, JANUARY 26, 2016

III. DISCUSSION AGENDA (Continued)

C. COMMISSIONER'S REPORT

1. Commissioner Boyd would like to discuss Garbage and Recycling Collection Transition. **Page 628**

CONTINUED



TUESDAY, JANUARY 26, 2016

V. EXECUTIVE SESSION

DUE TO THE NATURE OF THE DISCUSSION  
THIS PUBLIC MEETING IS NOT OPEN TO THE PUBLIC

A. COUNTY ADMINISTRATOR

1. Fraternal Order of Police (FOP) Special Magistrate Hearing. Page 630

LOCATION: County Administrator's Fifth Floor Executive Conference Room

Time: Immediately following the morning meeting.

RECESS

TUESDAY, JANUARY 26, 2016

MEETING STARTS AT 2:00 p.m.

- Presentation of a proclamation designating February 5, 2016 as School Crossing Guard Appreciation Day

## VI. RECOMMENDATIONS

December 17, 2015 Planning and Zoning Commission Recommendations

CONTINUED

**TUESDAY, JANUARY 26, 2016**

**VII. PUBLIC HEARINGS**

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

**A. Budget Amendment**

1. Amending Fiscal Year 2015-16 Budget

**B. Petition to Vacate**

2. Applicant: Brooks Stickler P.E., on behalf of U.S. Bank National Association, Trustee of the Anheuser-Busch Foundation, Petition to Vacate #15-10-021; District 1
3. Applicant: David Wiercinski II, on behalf of Joseph Bathalter and Frank Trytek, Petition to Vacate #15-06-019; District 1

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

- 4.✓ Applicant: DR Horton, Inc., Fish-Pocket Canal, permit, District 1

**D. Substantial Change**

- 5.✓ Applicant: John Townsend, Donald W. McIntosh Associates, Inc., Orangewood Neighborhood 1 PD/Westwood at Orangewood Preliminary Subdivision Plan, Case # CDR-15-06-177, amend plan; District 1
- 6.✓ Applicant: Dennis Seliga, Lakeside Village Commercial Venture, LLC, Lakeside Village Center South Planned Development (PD) Land Use Plan (LUP), Case # CDR-15-10-306, amend plan; District 1

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

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

**CONTINUED**

TUESDAY, JANUARY 26, 2016

**VII. PUBLIC HEARINGS (Continued)**

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

**D. Substantial Change (Continued)**

- 7.✓ Applicant: Raymond Stangle, Jordan & Associates, LLC, Vista Centre Planned Development (PD), Case # CDR-15-06-164, amend plan; District 1 (Continued from December 15, 2015)

**E. Development Plan**

- 8.✓ Applicant: Raymond Stangle, Jordan & Associates Consulting, LLC, Vista Centre PD/Black Angus Development Plan (DP), Case # DP-15-06-162; District 1 (Continued from December 15, 2015)

**F. Ordinance**

9. Amending Orange County Code, Chapter 20, pertaining to Emergency and Non-Emergency Medical Care and Transportation

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

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**CONTINUED**

TUESDAY, JANUARY 26, 2016

**VII. PUBLIC HEARINGS (Continued)**

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

**G. Comprehensive Plan Public Hearing**

10. Amending Orange County Code, adopting Session II 2015-2 Regular Cycle and Small-Scale Development Amendments to the 2010-2030 Comprehensive Plan (CP) and where applicable, concurrent rezoning or substantial change requests

and

Adoption of Ordinances

SMALL SCALE DEVELOPMENT PRIVATELY-INITIATED  
AMENDMENTS, AND WHERE APPLICABLE, CONCURRENT  
REZONING REQUESTS

Amendment 2015-2-S-2-1

Javier E. Omana, CNU-a, CPH, Inc., for Pizzuti Equities, Inc.;  
Rural Settlement 1/1 (RS 1/1) to Commercial (C) (Rural  
Settlement) (RS) - District 2

Amendment 2015-2-S-6-1

Anthony R. Greco for The Anthony R. Greco Family Trust et al;  
Neighborhood Center (NC) to Commercial (C) - District 6

and

✓Rezoning Public Hearing RZ-15-03-009

NC (Neighborhood Center) to C-3 (Wholesale Commercial  
District) - District 6.

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

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**CONTINUED**

TUESDAY, JANUARY 26, 2016

VII. PUBLIC HEARINGS (Continued)

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

G. Comprehensive Plan Public Hearing (Continued)

10. Amending Orange County Code, adopting Session II 2015-2 Regular Cycle and Small-Scale Development Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

SMALL SCALE DEVELOPMENT PRIVATELY-INITIATED  
AMENDMENTS, AND WHERE APPLICABLE, CONCURRENT  
REZONING REQUESTS (Continued)

SMALL SCALE ORDINANCE/COMPREHENSIVE PLAN PUBLIC  
HEARING

Amending Orange County Code, adopting Second Cycle 2015-2 Small Scale Development Amendments to the 2010-2030 Comprehensive Plan (CP), adopting amendments pursuant to Section 163.3184, and Section 163.3187 F.S.

REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND USE MAP  
AND CONCURRENT SUBSTANTIAL CHANGE REQUEST

Amendment 2015-2-A-1-3

Jim Hall, VHB, Inc., for WPFF Majorca Land Investor, LLC;  
Commercial (C) to High Density Residential (HDR) - District 1.

and

CONTINUED

TUESDAY, JANUARY 26, 2016

**VII. PUBLIC HEARINGS (Continued)**

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

**G. Comprehensive Plan Public Hearing (Continued)**

10. Amending Orange County Code, adopting Session II 2015-2 Regular Cycle and Small-Scale Development Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND USE MAP AND CONCURRENT SUBSTANTIAL CHANGE REQUEST (Continued)**

✓ Substantial Change Public Hearing CDR-15-07-205

Substantial Change to the Majorca PD to add 325 multi-family residential dwelling units to the development program with the following waiver requests:

- 1) A waiver from Orange County Code Section 38-1258(a) to allow a maximum height of 85 feet and 5 stories for multi-family buildings located within 25 feet of single-family residential, in lieu of a maximum height of a single-story for multi-family buildings located within 100 feet of single-family zoned property;
- 2) A waiver from Orange County Code Section 38-1258(b) to allow a maximum height of 85 feet and 5 stories for 100% of the multi-family buildings located between 100 feet and 150 feet from single-family zoned property; in lieu of varying multi-family building heights, with a maximum of 50% of the buildings being a maximum of 3 stories and 40 feet and the remaining buildings being 1 or 2 stories when located between 100 feet and 150 feet from single-family zoned property;

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

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**CONTINUED**

TUESDAY, JANUARY 26, 2016

**VII. PUBLIC HEARINGS (Continued)**

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

**G. Comprehensive Plan Public Hearing (Continued)**

10. Amending Orange County Code, adopting Session II 2015-2 Regular Cycle and Small-Scale Development Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND USE MAP  
AND CONCURRENT SUBSTANTIAL CHANGE REQUEST (Continued)**

✓ Substantial Change Public Hearing CDR-15-07-205 (Continued)

Substantial Change to the Majorca PD to add 325 multi-family residential dwelling units to the development program with the following waiver requests: (Continued)

- 3) A waiver from Orange County Code Section 38-1258(c) to allow a maximum height of 85 feet and 5 stories for multi-family buildings located within 150 feet of single-family zoned property, in lieu of a maximum building height of 3 stories and 40 feet for multi-family buildings located within 150 feet of single-family zoned property;
- 4) A waiver from Orange County Code Section 38-1258(d) to allow a maximum multi-family building height of 85 feet and 5 stories, in lieu of a maximum multi-family building height of 40 feet and 3 stories;

✓ 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, JANUARY 26, 2016

**VII. PUBLIC HEARINGS (Continued)**

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

**G. Comprehensive Plan Public Hearing (Continued)**

10. Amending Orange County Code, adopting Session II 2015-2 Regular Cycle and Small-Scale Development Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND USE MAP  
AND CONCURRENT SUBSTANTIAL CHANGE REQUEST (Continued)**

✓Substantial Change Public Hearing CDR-15-07-205 (Continued)

Substantial Change to the Majorca PD to add 325 multi-family residential dwelling units to the development program with the following waiver requests: (Continued)

- 5) A waiver from Orange County Code Section 38-1258(e) to allow paved areas for multi-family development to be located 7 feet from any single-family zoned property, in lieu of 25 feet; and
- 6) A waiver from Orange County Code Section 38-1258(f) to eliminate the requirement to construct a six-foot high masonry, brick, or block wall when multi-family development located adjacent to any single-family zoned property. – 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.

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**CONTINUED**

TUESDAY, JANUARY 26, 2016

**VII. PUBLIC HEARINGS (Continued)**

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

**G. Comprehensive Plan Public Hearing (Continued)**

10. Amending Orange County Code, adopting Session II 2015-2 Regular Cycle and Small-Scale Development Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**REGULAR CYCLE PRIVATELY-INITIATED TEXT AND FUTURE LAND USE MAP (FLUM) AMENDMENT AND CONCURRENT REZONING REQUEST**

2015-2-P-FLUE-2

Robert Holston for Harry R. Strange; Ophelia Devane Phillips Trust; Ruth E. Haupt; Patrick Neal Moran; James Harvey III Trust. Text amendment to Future Land Use Element establishing Policy FLU6.2.16 related to Rural Settlement Low Density (RSLD) Future Land Use designation - District 1.

Amendment 2015-2-A-1-5

Robert Holston for Harry R. Strange; Ophelia Devane Phillips Trust; Ruth E. Haupt; Patrick Neal Moran; James Harvey III Trust. Rural Settlement 1/1 (RS 1/1) to Rural Settlement Low Density (RSLD) - District 1.

and

**CONTINUED**

TUESDAY, JANUARY 26, 2016

**VII. PUBLIC HEARINGS (Continued)**

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

**G. Comprehensive Plan Public Hearing (Continued)**

10. Amending Orange County Code, adopting Session II 2015-2 Regular Cycle and Small-Scale Development Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**REGULAR CYCLE PRIVATELY-INITIATED TEXT AND FUTURE LAND USE MAP (FLUM) AMENDMENT AND CONCURRENT REZONING REQUEST**

✓Rezoning Public Hearing LUP-15-09-248

A-1 (Citrus Rural District) and R-CE (Country Estate District) to PD (Planned Development District), with the following waiver requests:

- 1) A waiver from the R-1AAA District Standards of Orange County Code Sec. 38-1405(g) to allow for a side street corner setback of 12.5 feet, in lieu of 15 feet;
- 2) A waiver from the R-1AAA District Standards of Orange County Code Sec. 38-1501, to allow a 20 foot front yard building setback, in lieu of 30 feet; and a 20 foot rear yard building setback, in lieu of 35 feet; and
- 3) A waiver from the R-1AAA District Standards of Orange Code Sec. 38-1501, to allow a 7.5 foot side yard building setback, in lieu of 10 feet.

Amendment 2014-2-A-4-4

Thomas Daly, Daly Design Group, for Rio Reale Properties Orlando, LLC. Rural (R) to Innovation Way (IW) and Urban Service Area (USA) Expansion - District 4.

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

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**CONTINUED**

TUESDAY, JANUARY 26, 2016

**VII. PUBLIC HEARINGS (Continued)**

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

**G. Comprehensive Plan Public Hearing (Continued)**

10. Amending Orange County Code, adopting Session II 2015-2 Regular Cycle and Small-Scale Development Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**REGULAR CYCLE STAFF-INITIATED COMPREHENSIVE PLAN MAP AND TEXT AMENDMENT**

Amendment 2015-2-B-FLUE-4

Text amendment to Future Land Use Element Policy FLU1.2.4 regarding allocation of additional lands to the Urban Service Area (USA) - Countywide

Amendment 2014-2-C-CP-1

Amendments to the Goals, Objectives, and Policies and maps in the Comprehensive Plan related to the Innovation Way Overlay – District 4

**REGULAR CYCLE STATE-EXPEDITED REVIEW COMPREHENSIVE PLAN AMENDMENTS ORDINANCE**

Amending Orange County Code, adopting Second Cycle 2015-2 Regular Cycle Amendments to the 2010-2030 Comprehensive Plan (CP), adopting amendments pursuant to Section 163.3184 and Section 163.3187, F.S.

**CONTINUED**

TUESDAY, JANUARY 26, 2016

**VII. PUBLIC HEARINGS (Continued)**

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

**H. Ordinance**

11. Repealing Orange County Code, Article XVI of Chapter 30, pertaining to the Jobs-To-Housing Linkage program for the Innovation Way Overlay
12. Amending Orange County Code, Chapter 15, relating to the Environmental Land Stewardship Program

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

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\* \* \*

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

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

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

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

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



OFFICE OF THE COMPTROLLER

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ORANGE  
COUNTY  
FLORIDA

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**COUNTY COMMISSION AGENDA**  
**Tuesday, January 26, 2016**

**COUNTY COMPTROLLER**

**Items Requiring Consent Approval**

1. Approval of the minutes of the November 17 and December 1, 2015, meetings 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, November 17, 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, Jennifer Thompson, Ted Edwards  
Member Absent: Commissioner Victoria P. Siplin  
Others Present: Chief Deputy Comptroller Margaret A. McGarrity as Clerk, County  
Administrator Ajit Lalchandani, County Attorney Jeffrey J. Newton,  
Deputy County Attorney Joel Prinsell, Senior Minutes Coordinator  
Noelia Perez, Senior Minutes Coordinator Craig Stopyra

- CALL TO ORDER, 2:05 p.m.
- INVOCATION - Pastor Willie Barnes, International Church of Faith
- PLEDGE OF ALLEGIANCE
- REASSUMED CHAIR  
County Mayor Jacobs reassumed the Chair from Vice-Mayor Boyd.
- ANNOUNCEMENT

County Mayor Jacobs announced her Holiday Hero Toy Drive and invited Orange County employees and citizens to participate in this initiative during this time.

- PUBLIC COMMENT

The following persons addressed the Board for public comment:

- Jonathan Sebastian Blount
- Doug Head
- Trini Quiroz

- COUNTY CONSENT AGENDA

Motion/Second: Commissioners Nelson/Clarke  
Absent: Commissioner Siplin  
AYE (voice vote): All present members  
Action: The Mayor

- Deferred action on Administrative Services Department Item 8

- Deferred action on Community, Environmental and Development Services Department Item 4 for consideration with public hearing for Scott Stuart, Kelly, Collins and Gentry, Inc., for Asbury Theological Seminary, Asbury Theological Planned Development / Land Use Plan, Case # LUP-15-08-236
- Deleted Family Services Department Item 2
- Deferred action on Public Works Department Item 11

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

#### County Comptroller

1. Approval of the minutes of the September 3, September 17, and September 22, 2015, meetings of the Board of County Commissioners. (Clerk's Office)
2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same had not been drawn on overexpended accounts. Periods are as follows:
  - October 30, 2015, to November 5, 2015; total of \$31,747,179.28
  - November 6, 2015, to November 12, 2015; total of \$36,161,252.84.

(Finance/Accounting)

#### County Sheriff

1. Approval of U.S. Department of Justice FY15 Justice Assistance Grant Program, Award Number 2015-DJ-BX-0493, in the amount of \$354,471 for the period of October 1, 2014 through September 30, 2018.

#### 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. Adoption of a Resolution 2015-B-09 of the Board of County Commissioners of Orange County, Florida, approving the issuance by the Orange County Health Facilities Authority of its Revenue Bonds (Orlando Senior Health Network Project), Series 2015, in an aggregate principal amount not to exceed \$42,000,000; and providing an Effective Date. (Health Facilities Authority)



3. Approval of Orange County, Florida and University of Central Florida FY 2016 Grant Agreement and authorization to disburse \$750,000 as provided in the FY 2015-16 adopted budget. (Office of Economic, Trade and Tourism Development)
4. Approval for the Orange County Sheriff's Office to spend \$5,000 from the FY 2016 Law Enforcement Trust Fund to provide an eligible contribution to Boy Scouts of America, Central Florida Council. (Office of Management and Budget)
5. Approval to disburse \$150,000 to the Orange Blossom Trail Development Board by December 7, 2015 for administration in order to maintain normal operations for the first quarter of FY 2015-16. (Office of Management and Budget)
6. Approval of budget amendments #16-04, #16-05, and #16-06. (Office of Management and Budget)
7. Approval of budget transfers #15-1631 and #15-1646. (Office of Management and Budget)

#### Administrative Services Department

1. Approval to award Invitation for Bids Y16-134-DG, Water Watch and Mobile Irrigation Lab Audit Program, to the low responsive and responsible bidder, Groundtek of Central Florida, LLC, for a 36-month term contract in the estimated amount of \$1,151,191.20. Further, authorized the Procurement Division to renew the contract for two additional twelve month periods. ([Utilities Department Water Division] Procurement Division)
2. Approval to award Invitation for Bids Y15-7013-PH, Sweetwater Country Club Subdivision Water Main Improvements, to the low responsive and responsible bidder, Stage Door II, Inc., for the estimated contract award amount of \$1,251,125. ([Utilities Department Engineering Division] Procurement Division)
3. Approval of Purchase Order M75666, Renewal of the Software Maintenance Agreement for the AMS Financial Software (Advantage), with CGI Technologies and Solutions, Inc. (formerly American Management Systems, Inc.) in the annual amount of \$756,977. Further, authorized the Procurement Division to renew this contract for four additional 1-year periods. ([Office of Accountability Information Systems and Services Division] Procurement Division)
4. Approval of Amendment No. 8, Contract Y12-170A, Wraparound Orange Family Partner Services with Youth Advocate Programs, Inc. for a 90-day performance extension for an additional amount of \$68,782, and a revised total annual contract amount of \$560,568. ([Health Services Department Mental Health and Homeless Issues Division] Procurement Division)

5. Approval of Amendment No.2, Contract Y15-151B, Temporary Labor – Manual, with Ace Staffing, Inc., to add an estimated amount of \$75,000 to the contract for a revised total estimated contract amount of \$455,688. ([Administrative Services Department] Procurement Division)
6. Approval of Contract Y16-118-JS, Thompson Pump Parts and Repairs, with Thompson Pump & Manufacturing Company, Inc. at an estimated contract amount of \$549,525 for a 3-year contract. Further, authorized the Procurement Division to renew the contract for two additional 1-year terms. ([Administrative Services Department Fleet Management Division] Procurement Division)
7. Approval of Contract Y16-147-PD, Procurement, Installation and Support of Hardware and Software to Upgrade Existing Offender Imaging System, with Dynamic Imaging Systems, Inc. (DISI, Inc.) in the contract award amount of \$157,634.80 for a two-year contract. ([Office of Accountability Information Systems and Services Division] Procurement Division)
8. Approval of Contract Y16-163, Rapid Re-housing, with the Homeless Services Network (HSN) in the amount of \$1,500,000 for a 1-year period. ([Health Services Department Mental Health and Homeless Issues Division] Procurement Division)

(This item was deferred.)

9. Ratification of Purchase Order M75807, Emergency Security System Installation at Corrections with Rocha Controls, in the estimated amount of \$400,480.22. ([Office of Accountability Information Systems and Services Division] Procurement Division)
10. Approval of As Is Residential Contract for Sale and Purchase with Comprehensive Rider to the Residential Contract for Sale and Purchase between Orange County and Aris Y. Guzman, approval and execution of County Deed from Orange County to Aris Y. Guzman and authorization to perform all actions necessary and incidental to closing for NSP Resale – 12553 Indiana Woods Lane, Orlando, FL 32824 (NCST). District 4. (Real Estate Management Division)
11. Approval of Utility Easement between I-Drive & Central Florida Parkway, LLC and Orange County, Subordination of Encumbrances to Property Rights to Orange County from United Legacy Bank, a division of National Bank of Commerce and authorization to record instruments for Dollar Tree @ Williamsburg Downs OCU Permit: B14901115 OCU File #: 77346. 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. All Districts. (Code Enforcement Division)

LC 15-1286	LC 15-1241	LC 15-0646	LC 15-1144	LC 15-1255
LC 15-1300	LC 15-1190	LC 15-1065	LC 15-1165	LC 15-1261
LC 15-1157	LC 15-1346	LC 15-1106	LC 15-1225	LC 15-1265
LC 15-1183	LC 15-1146	LC 15-1126	LC 15-1235	LC 15-1297
LC 15-1206	LC 15-1154	LC 15-1128	LC 15-1238	LC 15-1299
LC 15-1208	LC 15-1198	LC 15-1129	LC 15-1247	LC 15-1322
LC 15-1253	LC 14-1371	LC 15-1131	LC 15-1248	LC 15-1323
LC 15-1148	LC 15-0359	LC 15-1137	LC 15-1250	LC 15-1388

2. Acceptance of Recommendation of the Environmental Protection Commission to approve the request for an After-the-Fact waiver to Section 15-342(b) terminal platform size for the Emmerson Boat Dock Permit BD-15-04-044 with the condition that the applicant pay \$943 to the Conservation Trust Fund. District 1. (Environmental Protection Division)
3. Approval of Second Amendment to the Program Administration Agreement Between Orange County, Florida And Life Concepts, Inc., d.b.a., Quest Inc. Regarding the State Housing Initiatives Partnership Program to increase funding in the amount of \$127,713 and to amend the project rehabilitation budget. District 1, 2, and 3. (Housing and Community Development Division)
4. Approval of Transportation Impact Fee Agreement Asbury Theological Seminary Valencia College Lane by and between Asbury Theological Seminary and Orange County for the conveyance of 0.311 acres of right-of-way for Valencia College Lane in return for \$37,254.69 in transportation impact fee credits. District 3. (Roadway Agreement Committee)  
  
(This item was deferred.)
5. Approval of Hold Harmless and Indemnification Agreement Parcel ID: 02-23-29-3672-01-140 between Charles and Charlotte Hornsby and Orange County to construct a carport at 3221 Alamo Drive, Orlando, Florida. District 3. (Zoning Division)

## Family Services Department

1. Approval of Facility and Land Use Agreement Between The School Board of Orange County, Florida and Orange County, Florida regarding Head Start Program 2015-2016. (Head Start Division)
2. ~~Approval of the October 2015 Business Assistance for Neighborhood Corridors Program Grants for South Orlando Christian Academy (\$3,750); Castro Realty Group (\$3,915); and Image Graphics (\$5,000). Districts 3 and 5. (Neighborhood Preservation and Revitalization Division)~~

(This item was deleted.)

3. Approval to add two positions to the Head Start Division manning table. Head Start five year grant funds, award number 04CH010230-01-00, will be used to cover costs for the Licensed Practical Nurse and Maintenance Tech positions. (Head Start Division)

## Health Services Department

1. Approval of Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention Grant Award Number: 2015-DC-BX-0013, Orange County Juvenile Delinquency Drug Court Program – Enhancement and Expansion for the Delinquency Drug Court Program in the amount of \$400,000 for the period of October 1, 2015 – September 30, 2017. There is a 25% match which has been met by the Orange County Ninth Judicial Circuit Juvenile Delinquency Drug Court Program. (Drug Free Community Office)
2. Approval of the renewal Paratransit Services License for CHAMPION TRANSPORT SERVICES LLC to provide wheelchair/stretchers service. The term of this License is from November 30, 2015 through November 30, 2017. There is no cost to the County. (EMS Office of the Medical Director)
3. Approval of EMS County Grant Application Florida Department of Health Emergency Medical Services Program for 2015-2016 in the amount of \$182,961, and approval for the County Mayor or her designee to sign for the award payment. There is no county match required for this grant. (EMS Office of the Medical Director)

## Public Works Department

1. Approval of State of Florida Department of Transportation County Resolution 2015-M-40 Grade Crossing Traffic Control Devices and Future Responsibility, Financial Project No. 43755715701, and State of Florida Department of Transportation Railroad Reimbursement Agreement Grade Crossing Traffic Control Devices – County, Financial Project No. 43755715701, by and between the Florida Department of Transportation, Florida Central Railroad Company, Inc. and Orange County for traffic control improvements at the Florida Central Railroad grade crossing on CR-437/Lakeview Drive in Plymouth. District 2. (Traffic Engineering Division)
2. Approval of Homeowner's Association Agreement for Spring Lake Villas Subdivision Traffic Control Devices by Spring Lake Villas Homeowner's Association, Inc., in favor of Orange County, Florida, that provides for the Association to maintain decorative street name and traffic control signposts. District 1. (Traffic Engineering Division)
3. Approval to remove the "No Parking, Stopping, Standing" zone on the north side of Avenue of the Groves by 150 feet from New Independence Parkway to Old Thicket Trace. District 1. (Traffic Engineering Division)
4. Approval to install a "No Parking Anytime" zone on the west side of Sunbeam Avenue from Wallace Road extending south 300 feet. District 1. (Traffic Engineering Division)
5. Approval to install a "No Parking" zone on the south side of Sugargrove Way from 150 feet north of Crystal Bay Lane to the cul-de-sac. District 4. (Traffic Engineering Division)
6. Approval to install street name signs for alleys with appropriate traffic control and with indication that the alley is unmaintained. All Districts. (Traffic Engineering Division)
7. Authorization to record the plat of Fletcher Center. District 4. (Development Engineering Division)
8. Approval to construct speed humps on Davenport Road, Seidner Road, and Williams Road. District 1. (Traffic Engineering Division)
9. Approval to construct speed humps on Dangler Road and Spyglass Hill Road. District 1. (Traffic Engineering Division)

10. Approval to install traffic calming islands on Bass Lake Boulevard and East Jersey Avenue. District 3. (Traffic Engineering Division)
11. Approval of the Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County (State Road 400/I-4 and Daryl Carter Parkway Interim Interchange Analysis Financial Project Number: 432100-1-22-05). District 1. (Transportation Planning Division)

(This item was deferred.)

12. Approval of Agreement for Traffic Law Enforcement on Private Roads located in the gated community of The Reserve at Phillips Cove by and between Orange County, Florida, and Taylor Morrison of Florida, Inc. District 1. (Public Works Administration)
13. Authorization to record the plat of James Creek Road. District 4. (Roads & Drainage Division)
14. Approval of Resolution 2015-M-41 of the Orange County Board of County Commissioners regarding establishing a No Truck or Tractor Trailer Parking zone for FHWA Vehicle Classifications 6 through 13 and a No Parking Tow Away zone for those same vehicle classifications on Avalon Park Boulevard northbound and southbound between Tanja King Boulevard and Golden Rain Tree Boulevard. District 4. (Traffic Engineering Division)

#### Utilities Department

1. Approval of Utility Line Construction Reimbursement Agreement for Watermark Phase 2 by and between Orange County and Meritage Homes of Florida, Inc. in an amount not-to-exceed \$62,600. District 1. (Engineering Division)

#### • INFORMATIONAL ITEMS

#### County Comptroller

1. Receipt of the following items to file for the record: (Clerk's Office)
  - a. Jurisdictional Boundary Map Update in reference to Ordinance No. 2015-9, 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 Columbia Street, east of S Ivey Ln and south and west of Elston Ln comprised of 0.84 acres of land, more or less; amending the City's adopted Growth Management Plan to designate the property as mixed use corridor medium intensity on the City's official future land use maps; and designating the property as the medium intensity mixed use corridor district on the City's official zoning maps; providing

for amendment of the City's official Land Use and Zoning Maps; providing for severability, correction of scrivener's errors and an effective date.

b. City of Ocoee Ordinances with Exhibit "A" (Legal Descriptions), and Exhibit "B" (Location Maps) as follows:

- Ordinance No. 2015-014 (Annexation Ordinance for Ansine & Dukes Property – 5907 Ingram Road) Tax Parcel ID # 05-22-28-0000-00-014; Case No. AX-05-15-52: Ansine & Dukes Property Annexation; An Ordinance of the City of Ocoee, Florida, annexing into the corporate limits of the City of Ocoee, Florida, certain real property containing approximately 4.98 acres located on the east side of Ingram Road approximately 750 feet north of the Clarcona-Ocoee road intersection; pursuant to the application submitted by the property owner, finding said annexation to be consistent with the Ocoee comprehensive plan, the Ocoee City Code, and the Joint Planning Area Agreement; providing for and authorizing the updating of official city maps; providing direction to the City Clerk; providing for severability; repealing inconsistent ordinances; providing for an effective date.
- Ordinance No. 2015-016 (Annexation Ordinance for Homes in Partnership N Lakewood Ave) Tax Parcel ID #s 08-22-28-5956-12-050, 08-22-28-5956-12-070, & 08-22-28-5956-12-080; Case No. AX-05-15-54: Homes in Partnership N Lakewood Ave Annexation: An Ordinance of the City of Ocoee, Florida, annexing into the corporate limits of the City of Ocoee, Florida, certain real property containing approximately 0.52 acres located on the west side N Lakewood Avenue and on the south side of 13th Ave; pursuant to the application submitted by the property owner, finding said annexation to be consistent with the Ocoee comprehensive plan, the Ocoee City Code, and the Joint Planning Area Agreement; providing for and authorizing the updating of official city maps; providing direction to the City Clerk; providing for severability; repealing inconsistent ordinances; providing for an effective date.
- Ordinance No. 2015-018 (Annexation Ordinance for Homes in Partnership 535 Woodson Avenue) Tax Parcel ID #s 17-22-28-8420-01-022; Case No. AX-05-15-53: Homes in Partnership (535 Woodson Ave.) Annexation; An Ordinance of the City of Ocoee, Florida, annexing to into the corporate limits of the City of Ocoee, Florida, certain real property containing approximately 0.19 acres located on the east side of Woodson Ave, approximately 180 feet south of the intersection of Woodson Avenue and Center Street; pursuant to the application submitted by the property owner, finding said annexation to be consistent with the Ocoee Comprehensive Plan, the Ocoee City Code, and the Joint Planning Area Agreement; providing for and authorizing the updating of official city maps; providing direction to the City Clerk; providing for severability; repealing inconsistent ordinances; providing for an effective date.

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

- COUNTY CONSENT AGENDA (CONTINUED)

Public Works Department (Deferred)

11. Approval of the Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County (State Road 400/I-4 and Daryl Carter Parkway Interim Interchange Analysis Financial Project Number: 432100-1-22-05). District 1. (Transportation Planning Division)

Board discussion ensued.

Motion/Second: Commissioners Boyd/Edwards

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board approved the Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County (State Road 400/I-4 and Daryl Carter Parkway Interim Interchange Analysis Financial Project Number: 432100-1-22-05).

- COUNTY CONSENT AGENDA (CONTINUED)

Administrative Services Department (Deferred)

8. Approval of Contract Y16-163, Rapid Re-housing, with the Homeless Services Network (HSN) in the amount of \$1,500,000 for a 1-year period. ([Health Services Department Mental Health and Homeless Issues Division] Procurement Division)

Board discussion ensued.

Motion/Second: Commissioners Edwards/Nelson

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board approved the Contract Y16-163, Rapid Re-housing, with the Homeless Services Network (HSN) in the amount of \$1,500,000 for a 1-year period; and further, subject to renewal coming before the Board of County Commissioners.

- ANNOUNCEMENT

County Administrator Lalchandani officially announced a Brownfield Notice, this meeting will be held at 6:00 p.m., or soon thereafter on November 17, 2015, at Stone Lake Elementary School. Florida Statutes requires this meeting be advertised and posted as well as the County making an announcement of the public hearing taking place. The purpose of the meeting is to designate a parcel located on Innovation Way just north of Stanton Energy Power Plant as a Brownfield Area. This topic will be brought before the Board of County Commissioners for a public hearing on December 1, 2015.



- COUNTY DISCUSSION AGENDA

Commissioner's Report

1. Commissioner Nelson would like to discuss Wekiva Springs Area Projects.

Commissioner Nelson discussed with the Board a plan to improve water quality to the Wekiva Springs Area. The proposal includes allocating funds to upgrade septic tanks rather than replacing them. Board discussion ensued. County staff contributed to the discussion.

Action: None

- PUBLIC HEARINGS

Comprehensive Plan

1. Amending Orange County Code, adopting 2015-2 Regular Cycle and Small-Scale Development Amendments to the 2010-2030 Comprehensive Plan (CP)

County staff announced that the 2015-2 Regular Cycle and Small-Scale will be heard in two (2) sessions with Session 2 scheduled for January 26, 2016. Furthermore, Privately-Initiated Small Scale Amendment 2015-2-S-6-1 will not be heard and will be brought before the Board during Session 2. The Spring Hill Planned Development, Case # CDR-15-07-198, Substantial Change Public Hearing, will not be heard and will be brought back before the Board at a later date.

EXPEDITED REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND USE  
ELEMENT MAP AMENDMENT

Amendment: Amendment 2015-2-A-1-7 (fka 2015-1-S-1-1)  
Applicant/Owner: James G. Willard for SLF IV/Boyd Horizon West JV, LLC  
Consideration: Horizon West, Town Center Specific Area Plan (SAP)-Greenbelt (GB), and Bridgewater Village Specific Area Plan (SAP)-Townhome/Apartment District (THD), Wetland/Conservation (CONS), and Greenbelt (GB) to Horizon West, Town Center Specific Area Plan (SAP)-Corporate Campus Mixed Use (CCM-3), Wetland/Conservation (CONS), and Greenbelt (GB)  
Location: Generally described as located east of SR 429 and south of New Independence Pkwy., Parcel ID#s 21-23-27-0000-00-036, and portions of 21-23-27-0000-00-033/004 and 20-23-27-0000-00-030; 9.99 gross ac.

(This amendment was pulled for a separate public hearing.)

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

EXPEDITED REGULAR CYCLE STAFF-INITIATED COMPREHENSIVE PLAN  
TEXT AMENDMENT

Amendment: 2015-2-B-FLUE-3  
Consideration: Text amendments to Future Land Use Element policies related to  
Horizon West Village I

County staff indicated the request is for Transportation oriented text amendments to  
Future Land Use Element Policies related to Horizon West Village I.

and

EXPEDITED REGULAR CYCLE STAFF-INITIATED COMPREHENSIVE PLAN  
MAP AMENDMENTS

Amendment: 2015-2-B-FLUM-1  
Consideration: Map amendment to the Future Land Use Map consistent with  
Conservation Element Policy C1.4.4 to change the designation for  
a Green PLACE property from Parks and Recreation/Open Space  
(PR/OS) to Preservation (PRES)

and

Amendment: 2015-2-B-FLUM-2  
Consideration: Map amendment removing Future Land Use Map designations for  
parcels previously annexed by incorporated jurisdictions within  
Orange County

and

EXPEDITED REGULAR CYCLE STAFF-INITIATED COMPREHENSIVE PLAN  
TEXT AMENDMENT

Amendment: 2015-2-B-TRAN-1  
Consideration: Text amendments to Transportation Element policies based on the  
East Central Florida Corridor Task Force's Guiding Principles

and

EXPEDITED REGULAR CYCLE STAFF-INITIATED COMPREHENSIVE PLAN  
MAP AMENDMENT

Amendment: 2015-2-B-TRAN-2  
Consideration: Map amendments to Map 1 of Transportation Element - Long  
Range Transportation Plan (LRTP)

Motion/Second: Commissioners Edwards/Clarke

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; further, determined that the proposed Future Land Use Map and text amendments are in compliance; and further, adopted the Future Land Use Map and text amendments on the expedited agenda, except for Privately-Initiated Future Land Use Element Map Amendment 2015-2-A-1-7 (fka 2015-1-S-1-1), as follows:

- Staff-Initiated Comprehensive Plan Text Amendment 2015-2-B-FLUE-3
- Staff-Initiated Comprehensive Plan Map Amendment 2015-2-B-FLUM-1
- Staff-Initiated Comprehensive Plan Map Amendment 2015-2-B-FLUM-2
- Staff-Initiated Comprehensive Plan Text Amendment 2015-2-B-TRAN-1
- Staff-Initiated Comprehensive Plan Map Amendment 2015-2-B-TRAN-2

EXPEDITED REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND USE  
ELEMENT MAP AMENDMENT CONTINUED

Amendment: Amendment 2015-2-A-1-7 (fka 2015-1-S-1-1)

Applicant/Owner: James G. Willard for SLF IV/Boyd Horizon West JV, LLC

Consideration: Horizon West, Town Center Specific Area Plan (SAP)-Greenbelt (GB), and Bridgewater Village Specific Area Plan (SAP)-Townhome/Apartment District (THD), Wetland/Conservation (CONS), and Greenbelt (GB) to Horizon West, Town Center Specific Area Plan (SAP)-Corporate Campus Mixed Use (CCM-3), Wetland/Conservation (CONS), and Greenbelt (GB)

Location: Generally described as located east of SR 429 and south of New Independence Pkwy., Parcel ID#s 21-23-27-0000-00-036, and portions of 21-23-27-0000-00-033/004 and 20-23-27-0000-00-030; 9.99 gross ac.

The following persons addressed the Board:

- Jeff McNeil
- Trini Quiroz

Motion/Second: Commissioners Boyd/Nelson

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan (see Future Land Use Element Policies FLU4.1.1, FLU4.5.1, and FLU4.5.6); further, determined that the proposed amendment is in compliance; and further, adopted the Privately-Initiated Future Land Use Element Map Amendment 2015-2-A-1-7 (fka 2015-1-S-1-1), Town Center Specific Area Plan (SAP) – Greenbelt (GB), and Bridgewater Village Specific Area Plan (SAP) – Townhome/Apartment District (THD), Wetland/Conservation (CONS), and Greenbelt (GB) to Town Center Specific Area Plan (SAP) – Corporate Campus Mixed Use (CCM-3), Wetland/Conservation (CONS), and Greenbelt (GB).

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

NON-EXPEDITED REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND  
USE ELEMENT MAP AMENDMENT AND CONCURRENT REZONING  
REQUEST

Amendment: 2015-1-A-4-2  
Applicant/Owner: R. Lance Bennett, P.E., Poulos and Bennett, LLC / LRS Volusia, LLC; Lursai LLC; and Forsyth LC  
Consideration: Industrial (IND) to Planned Development-Commercial/Low-Medium Density Residential (PD-C/LMDR)  
Location: 10162 Lake Underhill Rd.; Generally described as located on the south side of Lake Underhill Rd., east of S. Dean Rd. and west of Fieldstream West Blvd., Parcel ID# 32-22-31-0000-00-001/030/031/032/033; 38.14 gross ac.

and

REZONING PUBLIC HEARING

Applicant: R. Lance Bennett, P.E., Poulos and Bennett, LLC / LRS Volusia, LLC; Lursai LLC, and Forsyth L.C., Case # LUP-14-12-368  
Consideration: Request to rezone from PD (Planned Development District) (Fieldstream PD) to PD (Planned Development District) (Twin Acres at Lake Underhill PD), with the following waivers requested: 1) A waiver from Orange County Code Section 38-1501 to reduce the primary structure front setback from 20 feet to 17 feet and to include a front porch setback of 10 feet for both single-family attached and detached units; and 2) A waiver from Orange County Code Section 38-1502(b) to reduce the primary structure side corner setback from 15 feet to 10 feet for both single-family attached and detached units.  
Location: 10162 Lake Underhill Rd.; Generally described as located on the south side of Lake Underhill Rd., east of S. Dean Rd. and west of Fieldstream West Blvd., Parcel ID# 32-22-31-0000-00-001/030/031/032/033; 38.14 gross ac.

Commissioner Edwards announced a conflict of interest for the following reason, as stated in a Memorandum of Voting Conflict filed in the Clerk's Office: "A measure came or will come before my agency which inured to the special gain or loss of my relative, Owned by my fiancée's family, Nicole Hiers Seybold. The measure before my agency and the nature of my conflicting interest in the measure is as follows:

#### IV. PUBLIC HEARINGS

##### A. Comprehensive Plan

1. Amending Orange County Code, Adopting 2015-2 Regular Cycle and Small Scale Development Amendments to the 2010-2030 Comprehensive Plan (CP) NON-EXPEDITED REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND USE MAP AND TEXT AMENDMENTS AND WHERE APPLICABLE, CONCURRENT REZONING OR SUBSTANTIAL CHANGE REQUESTS

Amendment 2015-1-A-4-2

R. Lance Bennett, P.E., Poulos and Bennett, LLC, for LRS Volusia, LLC; Lursai LLC; and Forsyth LC Industrial (IND) to Planned Development-Commercial/Low-Medium Density Residential (PD-C/LMDR) - District 4

and

Rezoning Public Hearing LUP-14-12-368

PD (Planned Development District) (Fieldstream PD) to PD (Planned Development District) (Twin Acres at Lake Underhill PD)"

- MEMBER EXITED: Commissioner Edwards

The following persons addressed the Board:

- Paul Rosenthal
- Brandon Tanguay
- Zoraida Rios Andino
- Trini Quiroz
- Samuel Brightman

Board discussion ensued. County Administrator Lalchandani and County staff contributed to the discussion.

Based upon input by the District Commissioner, the following new Condition of Approval #23 was proposed to the Concurrent Rezoning Public Hearing Land Use Plan, Case # LUP-14-12-368, to be considered with Amendment 2015-1-A-4-2.

The language proposed was as follows: Residential development shall be limited to single-family detached only.

Discussion ensued among the applicant and the Board regarding a proposed change to the Land Use Plan.

The following person addressed the Board: Nikki Seybold.

New Condition of Approval #23 proposed by the District Commissioner was opposed by the applicant. Board discussion ensued.

Motion/Second: Commissioners Thompson/Nelson

Action: The motion to adopt the Privately-Initiated Future Land Use Element Map Amendment 2015-1-A-4-2, Industrial (IND) to Planned Development-Commercial/Low-Medium Density Residential (PD-C/LMDR) was withdrawn.

(Amendment 2015-1-A-4-2 and Concurrent Rezoning Public Hearing, Case # LUP-14-12-368, were tabled to later in the afternoon.)

- MEMBER EXITED: Commissioner Thompson

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

NON-EXPEDITED REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND  
USE ELEMENT MAP AMENDMENT AND CONCURRENT SUBSTANTIAL  
CHANGE REQUEST

Amendment: 2015-2-A-1-2  
Applicant/Owner: Dana E. Boyte, Dewberry for Dan Traylor and Sean Froelich, Spring Grove, LLC  
Consideration: Horizon West, Village H Specific Area Plan (SAP)-Apartment District (APT) and Wetland/Conservation (CONS) to Horizon West, Village H Specific Area Plan (SAP)-Village Home District (VHD) and Wetland/Conservation (CONS)  
Location: 11355 Avalon Rd.; Generally described as located on the east side of Avalon Rd., north of Lake Star Rd., south of Flamingo Crossings Blvd., and west of SR 429, Parcel ID# 17-24-27-0000-00-008; 24.96 gross ac.

and

## SUBSTANTIAL CHANGE PUBLIC HEARING

Applicant: Dana E. Boyte, Dewberry for Dan Traylor and Sean Froelich, Spring Grove, LLC, Case # CDR-15-07-198

Consideration: Substantial change request to the Springhill PD amending the land use designation of PD Parcel 45 from Apartment District (APT) and Conservation/Wetland (CONS) to Village Home District (VHD) and Conservation/Wetland (CONS)

Location: 11355 Avalon Rd.; Generally described as located on the east side of Avalon Rd., north of Lake Star Rd., south of Flamingo Crossings Blvd., and west of SR 429, Parcel ID# 17-24-27-0000-00-008; 24.96 gross ac.

County staff indicated that the Substantial Change Public Hearing, Case # CDR-15-07-198, will not be heard.

The following person addressed the Board: Heather Himes.

Motion/Second: Commissioners Boyd/Clarke

Absent: Commissioners Thompson, Edwards, Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan (see Future Land Use Element Policies FLU1.4.1, FLU1.4.2, FLU4.1.1, FLU8.2.1, FLU8.2.2, and FLU8.2.11); further, determined that the proposed amendment is in compliance; and further, adopted the Privately-Initiated Future Land Use Element Map Amendment 2015-2-A-1-2, Horizon West, Village H Specific Area Plan (SAP) – Apartment District (APT) and Wetland/Conservation (CONS) to Horizon West, Village H Specific Area Plan (SAP) – Village Home District (VHD) and Wetland/Conservation (CONS).

## NON-EXPEDITED REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND USE ELEMENT MAP AMENDMENT

Amendment: 2015-2-A-1-4

Applicant/Owner: Jim Hall, VHB, Inc., for Developco Inc.

Consideration: Horizon West, Lakeside Village Specific Area Plan (SAP)-Greenbelt (GB) and Wetland/Conservation (CONS) to Horizon West, Lakeside Village Specific Area Plan (SAP)-Estate District (ED) and Wetland/Conservation (CONS)

Location: 7721 Ficquette Rd.; Generally described as located on the east side of Ficquette Rd., south and west of Winter Garden Vineland Rd. and north of Center Dr., Parcel ID# 27-23-27-0000-00-020; 306.80 gross ac.

- MEMBERS RE-ENTERED: Commissioners Thompson and Edwards

The following persons addressed the Board:

- Jim Hall
- Eric Whynot
- Don Kendzior
- Kelley Lumb
- Bonnie Welcome

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

- Exhibit 1, from Jim Hall
- Exhibit 2, from Don Kendzior
- Exhibit 3, from Jim Hall

The following materials were received by the Clerk prior to the close of the public hearing. The materials referenced by the speaker were not presented to the Board.

- Submittal 1, from Don Kendzior
- Submittal 2, from Kelley Lumb
- Submittal 3, from Bonnie Welcome

Board discussion ensued. County staff contributed to the discussion.

Motion/Second: Commissioners Boyd/Nelson

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan (see Future Land Use Element Policies FLU1.4.2, FLU4.1.1, FLU4.1.5, FLU4.5.1, FLU4.5.4.1, FLU4.5.6, FLU8.2.1, and FLU8.2.11); further, determined that the proposed amendment is in compliance; and further, adopted the Privately-Initiated Future Land Use Element Map Amendment 2015-2-A-1-4, Horizon West, Lakeside Village Specific Area Plan (SAP) – Greenbelt (GB) and Wetland/Conservation (CONS) to Horizon West, Lakeside Village (SAP) – Estate District (ED), Wetland/Conservation (CONS) and Greenbelt (GB).

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

NON-EXPEDITED REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND  
USE ELEMENT MAP AMENDMENT AND CONCURRENT REZONING REQUEST

Amendment: 2015-2-A-2-1

Applicant/Owner: Kendell Keith, Planning Design Group, LLC, for Stephen R. Parks, Longwood Lincoln Mercury, Inc.

Consideration: Rural Settlement 1/1 (RS 1/1) to Commercial (C) Rural Settlement (RS)



Location: 2301 N. Orange Blossom Trl.; Generally described as located at the northwest corner of N. Orange Blossom Trl. and Junction Rd., west of Spillman Dr., and south of W. Ponkan Rd., Parcel ID# 26-20-27-0000-00-022; 11.60 gross ac.

and

#### REZONING PUBLIC HEARING

Applicant: Kendell Keith, Planning Design Group, LLC, for Stephen R. Parks, Longwood Lincoln Mercury, Inc., Case # RZ-15-10-041  
Consideration: Request to rezone from A-1 (Citrus Rural District) to C-1 (Retail Commercial District)  
Location: 2301 N. Orange Blossom Trl.; Generally described as located at the northwest corner of N. Orange Blossom Trl. and Junction Rd., west of Spillman Dr., and south of W. Ponkan Rd., Parcel ID# 26-20-27-0000-00-022; 11.60 gross ac.

- RELINQUISHED CHAIR

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

The following person addressed the Board: Kendell Keith.

- REASSUMED CHAIR

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

Based upon input from the applicant and agreed upon by the District Commissioner, the following restrictions were proposed by the applicant as follows:

1. Labor pools and labor halls, as defined by F.S. §§ 448.22(1) and (3), respectively;
2. Any business in which a material part of its services includes loans secured by vehicle titles (often known as "car-title loans"), but not including financial institutions such as banks, credit unions, trust companies, consumer finance and retail installment lenders;
3. Any business commonly known as "check cashing," or any business in which a material part of its services includes future employment wages or other compensation (often known as "payday loans," or "pay day advances"), but not including retail businesses which provide a check cashing service as an incidental part of their business and financial institutions such as banks, credit unions, and trust companies;
4. Pawnshops, as defined by F.S. § 539.001(2)(1);
5. Bail bond agencies, as defined by F.S. § 648.25(1);

6. Flea markets, except for those operating in conjunction with not-for-profit functions;
7. Fortune tellers, tarot card readers, palm readers, psychics, and similar businesses;
8. Bottle clubs, cocktail lounges, pubs, bars, and liquor stores;
9. Residential storage as a principal use, temporary mobile homes, travel trailers and recreation vehicles, temporary portable storage containers.
10. Community residential homes (any size).
11. Short term rental, resort residential, resort villa.
12. Boarding, lodging, rooming houses, hotels, motels, timeshare units, bed and breakfast inn, country inn.
13. Single family in conjunction with a commercial use.
14. Communication towers.
15. Tobacco shops.
16. Newsstands, magazine stands, video tape rental stores, record and tape stores.
17. Costume rental, dating services, escort services, tanning salons, tattoo, body art, or body piercing businesses.
18. Arcades, video games, fortune tellers, billiard parlors, bingo parlors, indoor skating rinks.
19. Paintball operations, day camps, rodeos, and go-cart.
20. Ambulatory surgical facilities, birthing facilities, alcohol and drug treatment, aids treatment, outpatient clinics, birth control centers.
21. Charter schools, private kindergarten, elementary, junior high, middle and high schools.
22. Dorms, frats and sorority houses.

The following persons addressed the Board:

- Mark Daniel
- Marvin Barrett

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

- Exhibit 1, from Kendell Keith
- Exhibit 2, from Kendell Keith

Motion/Second: Commissioners Nelson/Boyd

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan (see Future Land Use Element Objective FLU6.2 and Policies FLU6.2.2, FLU6.2.5, FLU6.2.9, FLU6.2.10, FLU6.2.12, FLU8.2.1, and FLU8.2.11); further, determined that the proposed amendment is in compliance; and further, adopted the Privately-Initiated Future Land Use Element Map Amendment 2015-2-A-2-1, Rural Settlement 1/1 (RS 1/1) to Commercial (C) – Rural Settlement (R/S).

Motion/Second: Commissioners Nelson/Boyd

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the request by Kendell Keith, Planning Design Group, LLC, for Stephen R. Parks, Longwood Lincoln Mercury, Case # RZ-15-10-041, to rezone from A-1 (Citrus Rural District) to C-1 (Retail Commercial District), on the described property; subject to the following restrictions:

1. Labor pools and labor halls, as defined by F.S. §§ 448.22(1) and (3), respectively;
2. Any business in which a material part of its services includes loans secured by vehicle titles (often known as "car-title loans"), but not including financial institutions such as banks, credit unions, trust companies, consumer finance and retail installment lenders;
3. Any business commonly known as "check cashing," or any business in which a material part of its services includes future employment wages or other compensation (often known as "payday loans," or "pay day advances"), but not including retail businesses which provide a check cashing service as an incidental part of their business and financial institutions such as banks, credit unions, and trust companies;
4. Pawnshops, as defined by F.S. § 539.001(2)(1);
5. Bail bond agencies, as defined by F.S. § 648.25(1);
6. Flea markets, except for those operating in conjunction with not-for-profit functions;
7. Fortune tellers, tarot card readers, palm readers, psychics, and similar businesses;

8. Bottle clubs, cocktail lounges, pubs, bars, and liquor stores;
9. Residential storage as a principal use, temporary mobile homes, travel trailers and recreation vehicles, temporary portable storage containers.
10. Community residential homes (any size).
11. Short term rental, resort residential, resort villa.
12. Boarding, lodging, rooming houses, hotels, motels, timeshare units, bed and breakfast inn, country inn.
13. Single family in conjunction with a commercial use.
14. Communication towers.
15. Tobacco shops.
16. Newsstands, magazine stands, video tape rental stores, record and tape stores.
17. Costume rental, dating services, escort services, tanning salons, tattoo, body art, or body piercing businesses.
18. Arcades, video games, fortune tellers, billiard parlors, bingo parlors, indoor skating rinks.
19. Paintball operations, day camps, rodeos, and go-cart.
20. Ambulatory surgical facilities, birthing facilities, alcohol and drug treatment, aids treatment, outpatient clinics, birth control centers.
21. Charter schools, private kindergarten, elementary, junior high, middle and high schools.
22. Dorms, frats and sorority houses.

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

NON-EXPEDITED REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND  
USE ELEMENT MAP AMENDMENT AND CONCURRENT REZONING REQUEST

Amendment: 2015-2-A-3-1

Applicant/Owner: Scott Stuart, Kelly, Collins and Gentry, Inc. / Asbury Theological  
Seminary

Consideration: No Designation (former SR 417 Right-of-Way) to Planned Development-Commercial/Office (PD-C/O)  
Location: Generally described as located north of Valencia College Ln., west of SR 417, south of Millinockett Ln., and east of N. Chickasaw Trl., Parcel ID# 24-22-30-0000-00-130; 16.57 gross ac.

and

#### REZONING PUBLIC HEARING

Applicant: Scott Stuart, Kelly, Collins and Gentry, Inc. / Asbury Theological Seminary, Asbury Theological Seminary Planned Development / Land Use Plan (PD/LUP), Case # LUP-15-08-236  
Consideration: Request to rezone from R-1A (Single-Family Dwelling District), C-1 (Retail Commercial District) and No Zoning (former SR 417 Right-of-Way) to PD (Planned Development District)  
Location: Generally described as located north of Valencia College Ln., west of SR 417, south of Millinockett Ln., and east of N. Chickasaw Trl. Parcel ID#s 24-22-30-0000-00-130, 24-22-30-0000-00-008/044 and 24-22-30-8856-00-001/010/020/030; 37.00 gross ac.

and

#### • COUNTY CONSENT AGENDA (CONTINUED)

Community, Environmental and Development Services Department (Deferred)

4. Approval of Transportation Impact Fee Agreement Asbury Theological Seminary Valencia College Lane by and between Asbury Theological Seminary and Orange County for the conveyance of 0.311 acres of right-of-way for Valencia College Lane in return for \$37,254.69 in transportation impact fee credits. District 3. (Roadway Agreement Committee)

The following person addressed the Board: Scott Stuart.

#### • FOR THE RECORD

The Roadway Agreement listed in Condition of Approval #11 for the Rezoning Public Hearing, Case # LUP-15-08-236, is entitled the Transportation Impact Fee Agreement Asbury Theological Seminary Valencia College Lane.

Motion/Second: Commissioners Clarke/Thompson

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan (see Future Land Use Element Objective OBJ FLU2.2 and Policies FLU1.1.5, FLU2.2.1, and

FLU8.2.1, and Transportation Element Policies T2.3.1 and T2.3.5); further, determined that the proposed amendment is in compliance; further, adopted the Privately-Initiated Future Land Use Element Map Amendment 2015-2-A-3-1, no Future Land Use Map designation to Planned Development-Commercial/Office (PD-C/O); and further, approved the Transportation Impact Fee Agreement Asbury Theological Seminary Valencia College Lane by and between Asbury Theological Seminary and Orange County for the conveyance of 0.311 acres of right-of-way for Valencia College Lane in return for \$37,254.69 in transportation impact fee credits.

Motion/Second: Commissioners Clarke/Thompson

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the request by Scott Stuart, Kelly, Collins and Gentry, Inc. / Asbury Theological Seminary, Asbury Theological Seminary Planned Development / Land Use Plan (PD/LUP), Case # LUP-15-08-236, to rezone from R-1A (Single-Family Dwelling District), C-1 (Retail Commercial District) and No Zoning (former SR 417 Right-of-Way) to PD (Planned Development District), on the described property; subject to the following conditions:

1. Development shall conform to the Asbury Theological Seminary Land Use Plan dated "Received September 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 of this land use plan and the land use plan dated "Received September 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 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. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
7. Outside sales, storage, and display shall be prohibited.
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. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water and wastewater systems have been designed to support all development within the PD.
10. The Developer shall obtain water and wastewater service from Orange County Utilities.
11. The Developer shall comply with the "\*\* Road Agreement" for the conveyance of right-of-way required for Valencia College Lane.
12. Prior to DP approval, the applicant shall provide a special transportation study pursuant to Policy T2.2.9 and T.2.3.7 to determine needed multimodal improvements/site design and ensure bike/ped improvements per Policy T2.2.4.
13. Vehicular connectivity to the PD to the east shall be provided.

14. This project shall not impact the Orange County Public School System through the attendance of any school-aged children in grades K-12. Any proposed change to this condition shall be a substantial change to the PD and may subject the project to the requirements of school concurrency.

REGULAR CYCLE STAFF-INITIATED COMPREHENSIVE PLAN TEXT AMENDMENT

Amendment: 2015-2-B-FLUE-1 (fka 2013-1-B-FLUE-4)  
Consideration: Text amendments to the Future Land Use Element related to the Narcoossee Corridor Overlay Area

- MEMBER EXITED: Commissioner Clarke

Motion/Second: Commissioners Thompson/Nelson  
Absent: Commissioners Clarke, Siplin  
AYE (voice vote): All present members  
Action: The Board made a finding of consistency with the Comprehensive Plan; further, determined that the proposed amendment is in compliance; and further, adopted the Staff-Initiated Comprehensive Plan Text Amendment 2015-2-B-FLUE-1 (fka 2013-1-B-FLUE-4).

- MEMBER EXITED: Commissioner Edwards

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

NON-EXPEDITED REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND USE ELEMENT MAP AMENDMENT AND CONCURRENT REZONING REQUEST (CONTINUED)

Amendment: 2015-1-A-4-2  
Applicant/Owner: R. Lance Bennett, P.E., Poulos and Bennett, LLC / LRS Volusia, LLC; Lursai LLC; and Forsyth LC  
Consideration: Industrial (IND) to Planned Development-Commercial/Low-Medium Density Residential (PD-C/LMDR)  
Location: 10162 Lake Underhill Rd.; Generally described as located on the south side of Lake Underhill Rd., east of S. Dean Rd. and west of Fieldstream West Blvd., Parcel ID# 32-22-31-0000-00-001/030/031/032/033; 38.14 gross ac.

and

REZONING PUBLIC HEARING (CONTINUED)



Applicant: R. Lance Bennett, P.E., Poulos and Bennett, LLC / LRS Volusia, LLC; Lursai LLC; and Forsyth L.C., Case # LUP-14-12-368

Consideration: Request to rezone from PD (Planned Development District) (Fieldstream PD) to PD (Planned Development District) (Twin Acres at Lake Underhill PD), with the following waivers requested: 1) A waiver from Orange County Code Section 38-1501 to reduce the primary structure front setback from 20 feet to 17 feet and to include a front porch setback of 10 feet for both single-family attached and detached units; and 2) A waiver from Orange County Code Section 38-1502(b) to reduce the primary structure side corner setback from 15 feet to 10 feet for both single-family attached and detached units.

Location: 10162 Lake Underhill Rd.; Generally described as located on the south side of Lake Underhill Rd., east of S. Dean Rd. and west of Fieldstream West Blvd., Parcel ID# 32-22-31-0000-00-001/030/031/032/033; 38.14 gross ac.

The following person addressed the Board: Paul Rosenthal.

Based upon input from the applicant and agreed upon by County staff, the following new Condition of Approval #23 was proposed as follows:

The development shall be restricted to one hundred fifty (150) single-family detached on the minimum 40 foot wide lots.

Motion/Second: Commissioners Thompson/Nelson  
Absent: Commissioners Clarke, Siplin  
Abstain: Commissioner Edwards  
AYE (voice vote): County Mayor Jacobs; Commissioners Boyd, Nelson, Thompson  
Action: The Board made a finding of consistency with the Comprehensive Plan (see Housing Element Goal H1, Housing Element Objective H1.1, Conservation Element Policy C1.5.8, Future Land Use Element Goal FLU2, Future Land Use Element Objective FLU8.2, and Future Land Use Element Policies FLU1.1.1, FLU1.1.5, FLU1.4.2, FLU1.1.4.19, FLU8.2.1, FLU8.2.2, and FLU8.2.10); further, determined that the proposed amendment is in compliance; further, adopted the Privately-Initiated Future Land Use Element Map Amendment 2015-1-A-4-2, Industrial (IND) to Planned Development-Commercial/Low-Medium Density Residential (PD-C/LMDR); and further, approved the following condition: The development shall be restricted to one hundred fifty (150) single-family detached on the minimum 40 foot wide lots.

• MEMBER RE-ENTERED: Commissioner Clarke

Motion/Second: Commissioners Thompson/Nelson  
Absent: Commissioner Siplin  
Abstain: Commissioner Edwards

AYE (voice vote): County Mayor Jacobs; Commissioners Boyd, Nelson, Clarke, Thompson

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the request by R. Lance Bennett, P.E., Poulos and Bennett, LLC, for LRS Volusia, LLC; Lursai LLC; and Forsyth LC, Twin Acres at Lake Underhill Planned Development / Land Use Plan (PD / LUP), Case # LUP-14-12-368, to rezone from PD (Planned Development District) (Fieldstream PD) to PD (Planned Development District) (Twin Acres at Lake Underhill PD); on the described property; subject to the following conditions:

1. Development shall conform to the Twin Acres at Lake Underhill Land Use Plan dated "Received October 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 of this land use plan and the land use 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. 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 covenants, conditions, and restrictions (CC&Rs) shall include notification to potential purchasers, builders, tenants, Home Owners Associations, and Property Owner Associations of this development that neither potable wells nor irrigation wells using local groundwater will be allowed on site.
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. No activity will be permitted on the site that may disturb, influence or interfere with: areas of soil or groundwater contamination, any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through FDEP and such approval has been provided to the Environmental Protection Division of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.
8. At the time of platting, the Covenants, Conditions, and Restrictions (CC&Rs) shall include language to give notice that this site has been the location of buried waste disposal.
9. If the environmental site assessment monitoring indicates site contamination of soil, groundwater, surface water, or if the FDEP is currently conducting contamination remediation then the covenants, conditions, and restrictions (CC&Rs) and lease agreements shall include notification that portions of this property have been identified with soil, groundwater, or surface water contamination.
10. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
11. Tree removal/earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan and/or Development Plan, with a tree removal and mitigation plan, have been approved by Orange County.
12. Outside sales, storage, and display shall be prohibited.

13. The following shall be prohibited over areas of waste disposal if any waste or contaminants remain in place: 1) No adult/child care centers; 2) No uses with attendant educational buildings and recreational activities. Some types of recreation may be permitted over remnant waste areas, including recreation facilities defined in Orange County Code Chapter 34-131 (b) (20) as Groups A or C (excluding beaches) and Group B Swimming Pools (but only pools constructed by the developer). Nothing contained herein or within any approvals are intended to nor shall relieve any party of its obligations pursuant to that certain Agreement Concerning Twin Acres on Lake Underhill Planned Development, recorded in O.R. Book 10963, Page 0970, Public Records of Orange County, Florida.
14. All development on this site shall comply with the guidelines established in the most recent edition of, "Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida" published by the Florida Department of Environmental Protection.
15. Prior to any dewatering activities occurring on site, the applicant shall provide the Orange County Environmental Protection Division copies of the St. John's River Water Management District and the Florida Department of Environmental Protection approved dewatering plans.
16. At the time of platting, the Covenants, Conditions, and Restrictions (CC&Rs) shall include language to give notice of the proximity to the existing waste disposal areas as currently known, but not limited to, the northeast boundary and on the north side of Lake Underhill Road.
17. The following Education Condition of Approval shall apply:
  - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of June 8, 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 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. 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.
- 18. 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.
  - 19. The Developer shall obtain water and wastewater service from Orange County Utilities.
  - 20. 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.
  - 21. A waiver from Orange County Code Section 38-1501 is granted to reduce the primary structure front setback from 20 feet to 17 feet, and to include a front porch setback of 10 feet for both single-family attached and detached units.
  - 22. A waiver from Orange County Code Section 38-1502(b) is granted to reduce the primary structure side corner setback from 15 feet to 10 feet for both single-family attached and detached units.
  - 23. The development shall be restricted to one hundred fifty (150) single-family detached on the minimum 40 foot wide lots.

REGULAR CYCLE STAFF-INITIATED COMPREHENSIVE PLAN TEXT  
AMENDMENT

Amendment: 2015-2-B-FLUE-2

Consideration: Text amendment to Future Land Use Element Policy FLU8.1.4 establishing the maximum densities and intensities for proposed Planned Developments within Orange County

Motion/Second: Commissioners Boyd/Clarke

Absent: Commissioners Edwards, Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; further, determined that the proposed amendment is in compliance; and further, adopted the Staff-Initiated Comprehensive Plan Map Amendment 2015-2-B-FLUE-2.

ORDINANCE REGULAR CYCLE STATE COORDINATED  
REVIEW/COMPREHENSIVE PLAN PUBLIC HEARING

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

Consideration: AN ORDINANCE PERTAINING TO COMPREHENSIVE PLANNING IN ORANGE COUNTY, FLORIDA; AMENDING THE ORANGE COUNTY COMPREHENSIVE PLAN, COMMONLY KNOWN AS THE "2010-2030 COMPREHENSIVE PLAN," AS AMENDED, BY ADOPTING AMENDMENTS PURSUANT TO SECTION 163.3184(3), FLORIDA STATUTES, FOR THE 2015 CALENDAR YEAR (SECOND CYCLE); AND PROVIDING EFFECTIVE DATES

• MEMBER RE-ENTERED: Commissioner Edwards

Motion/Second: Commissioners Clarke/Thompson

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; further, determined that the amendments are in compliance; further, adopted Ordinance 2015-20, consistent with today's actions; and further, approved the proposed Future Land Use Map and Text Amendments to the Board of County Commissioners (BCC).

ORDINANCE          REGULAR          CYCLE          STATE          EXPEDITED  
REVIEW/COMPREHENSIVE PLAN PUBLIC HEARING

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

Consideration:      AN ORDINANCE PERTAINING TO COMPREHENSIVE PLANNING IN ORANGE COUNTY, FLORIDA; AMENDING THE ORANGE COUNTY COMPREHENSIVE PLAN, COMMONLY KNOWN AS THE "2010-2030 COMPREHENSIVE PLAN," AS AMENDED, BY ADOPTING AMENDMENTS PURSUANT TO SECTION 163.3184(4), FLORIDA STATUTES, FOR THE 2015 CALENDAR YEAR (SECOND CYCLE); AND PROVIDING EFFECTIVE DATES

Motion/Second:    Commissioners Thompson/Clarke

Absent:              Commissioner Siplin

AYE (voice vote):   All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; further, determined that the amendments are in compliance; further, adopted Ordinance 2015-21, consistent with today's actions; and further, approved the proposed Future Land Use Map and Text Amendments to the Board of County Commissioners (BCC)

EXPEDITED SMALL SCALE DEVELOPMENT PRIVATELY-INITIATED FUTURE  
LAND USE ELEMENT MAP AMENDMENT

Amendment:        2015-2-S-2-3

Applicant/Owner:   William Ray, AICP, Ray and Associates, for Storage Units, LLC

Consideration:    Low Density Residential (LDR) (Rural Settlement) (RS) and Commercial (C) (Rural Settlement) (RS) to Planned Development-Commercial (PD-C) (Rural Settlement) (RS)

Location:           2208 Stillwater Ave; Generally described as located on the south side of Stillwater Ave. and the west side of Ocoee Apopka Rd., north of Beach Ave. and south of S. Binion Rd., Parcel ID# 30-21-28-0000-00-008; 3.12 gross ac.

The following person addressed the Board: William A. Ray.

Motion/Second:    Commissioners Nelson/Boyd

Absent:              Commissioner Siplin

AYE (voice vote):   All present members

Action: The Board made a finding of consistency with the Comprehensive Plan (see Future Land Use Element Objective FLU8.2; Policies FLU1.4.4, FLU6.2.9, FLU6.2.10, FLU8.2.1, and FLU8.2.10; Neighborhood Element Objective N1.1; and Open Space

Element Policy OS1.3.6); further, determined that the proposed amendment is in compliance; and further, adopted the Small Scale Development Privately-Initiated Future Land Use Element Map Amendment 2015-2-S-2-3, Low Density Residential (LDR) (Rural Settlement) (RS) and Commercial (C) (Rural Settlement) (RS) to Planned Development-Commercial (PD-C) (Rural Settlement) (RS).

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

EXPEDITED SMALL CYCLE DEVELOPMENT PRIVATELY-INITIATED FUTURE  
LAND USE ELEMENT MAP AMENDMENT AND CONCURRENT REZONING  
REQUEST

Amendment: 2015-2-S-4-1  
Applicant/Owner: Daniel A. Shaw, Isle of Pines Country Store, LLC  
Consideration: Commercial (C) Rural Settlement (RS) to Rural Settlement 1/1 (RS 1/1)  
Location: 13024 S. Lake Mary Jane Rd.; Generally described as located west of S. Lake Mary Jane Rd. and south of Roberts Island Rd., Parcel ID#s 25-24-31-3872-00-021/022/023; 1.72 gross ac.

and

REZONING PUBLIC HEARING

Applicant: Daniel A. Shaw, Isle of Pines Country Store, LLC, Case # RZ-15-10-030  
Consideration: Request to rezone from C-1 (Retail Commercial District) to R-CE (Country Estate District)  
Location: 13024 S. Lake Mary Jane Rd.; Generally described as located west of S. Lake Mary Jane Rd. and south of Roberts Island Rd., Parcel ID#s 25-24-31-3872-00-021/022/023; 1.72 gross ac.

and

EXPEDITED SMALL CYCLE DEVELOPMENT PRIVATELY-INITIATED FUTURE  
LAND USE ELEMENT MAP AMENDMENT

Amendment: 2015-2-S-4-2  
Applicant/Owner: Kenneth J. Leeming, P.E., for Merado Moreno  
Consideration: Industrial (IND) to Planned Development Industrial/Commercial (PD-IND/C)  
Location: 4507 E. Wetherbee Rd.; Generally described as located north of E. Wetherbee Rd., west of Boggy Creek Rd., Parcel ID# 20-24-30-0000-00-007; 2.19 gross ac.

and



EXPEDITED SMALL CYCLE DEVELOPMENT PRIVATELY-INITIATED FUTURE  
LAND USE ELEMENT MAP AMENDMENT AND CONCURRENT REZONING  
REQUEST

Amendment: 2015-2-S-6-2  
Applicant/Owner: Walter Persaud / R & A Investments of Orlando, Inc.  
Consideration: Low Density Residential (LDR) to Commercial (C)  
Location: Generally described as located on the west side of N. Mission Rd.,  
south of Old Winter Garden Rd. and north of Edgemoor Ave.,  
Parcel ID# 30-22-29-4206-04-080; 0.65 gross ac.

and

REZONING PUBLIC HEARING

Applicant: Walter Persaud / R & A Investments of Orlando, Inc., Case # RZ-  
15-10-031  
Consideration: Request to rezone from R-1 (Single-Family Dwelling District) to C-2  
(General Commercial District)  
Location: Generally described as located on the west side of N. Mission Rd.,  
south of Old Winter Garden Rd. and north of Edgemoor Ave.,  
Parcel ID# 30-22-29-4206-04-080; 0.65 gross ac.

Motion/Second: Commissioners Boyd/Clarke  
Absent: Commissioner Siplin  
AYE (voice vote): All present members  
Action: The Board made a finding of consistency with the Comprehensive Plan; further,  
determined that the proposed amendments are in compliance; and further, adopted the  
Small Scale Development Privately-Initiated Future Land Use Element Map  
Amendments as follows:

Amendment 2015-2-S-4-1  
Amendment 2015-2-S-4-2  
Amendment 2015-2-S-6-2

and further, approved the concurrent rezoning requests on the expedited small scale  
agenda as follows:

Applicant: Daniel A. Shaw, Isle of Pines Country Store, LLC, Case # RZ-15-  
10-030  
Consideration: Request to rezone from C-1 (Retail Commercial District) to R-CE  
(Country Estate District)  
Location: 13024 S. Lake Mary Jane Rd.; Generally described as located west  
of S. Lake Mary Jane Rd. and south of Roberts Island Rd., Parcel  
ID#s 25-24-31-3872-00-021/022/023; 1.72 gross ac.

Subject to the following restrictions:

No restrictions listed.

and

Applicant: Walter Persaud / R & A Investments of Orlando, Inc., Case # RZ-15-10-031  
Consideration: Request to rezone from R-1 (Single-Family Dwelling District) to C-2 (General Commercial District)  
Location: Generally described as located on the west side of N. Mission Rd., south of Old Winter Garden Rd. and north of Edgemoor Ave., Parcel ID# 30-22-29-4206-04-080; 0.65 gross ac.

Subject to the following restrictions:

1. The applicant/developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping and parking) prior to the expansion of any existing structures or site improvements to accommodate C-2 (General Commercial District) uses.
2. A Type "B" buffer, consisting of a completely opaque six-foot high masonry wall, fence, berm, planted and/or existing vegetation (or any combination thereof), shall be provided between the subject property and adjacent residentially-zoned properties.
3. Billboards and pole signs shall be prohibited.

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

NON-EXPEDITED SMALL CYCLE DEVELOPMENT PRIVATELY-INITIATED  
FUTURE LAND USE ELEMENT MAP AMENDMENT AND CONCURRENT  
SUBSTANTIAL CHANGE REQUEST

Amendment: 2015-2-S-2-4  
Applicant/Owner: Central Florida Regional Transit Authority d/b/a LYNX for Central Florida Urban League  
Consideration: Medium Density Residential (MDR) to Commercial (C)  
Location: 2804 Belco Dr.; Generally described as located on the west side of Belco Dr., north of Silver Star Rd, south of Spring Hill Cr., and east of Greenfield Ave., Parcel ID# 18-22-29-0169-00-020; 5.52 gross ac.

and

## SUBSTANTIAL CHANGE PUBLIC HEARING

Applicant: Central Florida Regional Transit Authority d/b/a LYNX, for Central Florida Urban League, Pine Hills Center Planned Development / Land Use Plan (PD/LUP), Case # CDR-15-08-226

Consideration: Substantial change request to the Pine Hills Center PD amending the permitted land uses from 'community park' to 'commercial' (General Commercial District Uses). More specifically, PD Parcel A would be limited to C-1 uses and the C-2 use of a bus transfer station only, and PD Parcel B would be limited to C-1 uses only

Location: 2804 Belco Dr.; Generally described as located on the west side of Belco Dr., north of Silver Star Rd, south of Spring Hill Cr., and east of Greenfield Ave., Parcel ID# 18-22-29-0169-00-020; 5.52 gross ac.

The following person addressed the Board: Carleen Flynn.

Motion/Second: Commissioners Nelson/Clarke

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan (see Future Land Use Policies FLU1.1.5, OBJ FLU2.3, FLU2.3.13, FLU8.2.1, FLU8.2.10, FLU8.2.11; Transportation Policies T3.1.3, T3.3.6, T3.4.6, T3.4.7; and Neighborhood Policies N6.1.5); further, determined that the proposed amendment is in compliance; and further, adopted the Small Scale Development Privately-Initiated Future Land Use Element Map Amendment 2015-2-S-2-4, Medium Density Residential (MDR) to Commercial (C).

Motion/Second: Commissioners Nelson/Clarke

Absent: Commissioner Siplin

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 Central Florida Regional Transit Authority d/b/a LYNX, for Central Florida Urban League, Pine Hills Center Planned Development / Land Use Plan (PD/LUP), Case # CDR-15-08-226, to the Pine Hills Center PD amending the permitted land uses from 'community park' to 'commercial' (General Commercial District Uses); and further, PD Parcel A would be limited to C-1 uses and the C-2 use of a bus transfer station only, and PD Parcel B would be limited to C-1 uses only; which constitutes a substantial change to the development on the described property; subject to the following conditions:

1. Development shall conform to the Pine Hills Center PD Land Use Plan dated "Received September 29, 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 September 29, 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 developer shall obtain wastewater service from Orange County Utilities.
5. All proposed vertical structures must be located a minimum of 18 feet from the centerline of the existing OCU 12-inch wastewater force main.
6. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing wastewater systems have been designed to support all development within the PD.
7. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.

8. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
9. A 25' Type B buffer shall be provided along Parcel A & B on the west.

#### SMALL SCALE DEVELOPMENT STAFF-INITIATED COMPREHENSIVE PLAN TEXT AMENDMENT

Amendment: 2015-2-S-FLUE-1  
Consideration: Text amendment to Future Land Use Element Policy FLU8.1.4 establishing the maximum densities and intensities for proposed Planned Developments within Orange County

Motion/Second: Commissioners Boyd/Nelson

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; further, determined that the proposed amendment is in compliance; and further, adopted the Small Scale Development Staff-Initiated Comprehensive Plan Text Amendment 2015-2-S-FLUE-1.

#### ORDINANCE/COMPREHENSIVE PLAN PUBLIC HEARING

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

Consideration: AN ORDINANCE PERTAINING TO COMPREHENSIVE PLANNING IN ORANGE COUNTY, FLORIDA; AMENDING THE ORANGE COUNTY COMPREHENSIVE PLAN, COMMONLY KNOWN AS THE "2010-2030 COMPREHENSIVE PLAN," AS AMENDED, BY ADOPTING SMALL SCALE DEVELOPMENT AMENDMENTS AND RELATED TEXT AMENDMENTS PURSUANT TO SECTION 163.3187, FLORIDA STATUTES; AND PROVIDING EFFECTIVE DATES

Motion/Second: Commissioners Clarke/Thompson

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; further, determined that the amendments are in compliance; further, adopted Small Scale Comprehensive Plan Amendment Ordinance 2015-22, consistent with today's actions;

and further, approved the proposed Future Land Use Map and Text Amendments to the Board of County Commissioners (BCC).

- ADJOURNMENT, 5:13 p.m.

ATTEST:

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

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

ATTEST SIGNATURE:

Martha O. Haynie  
County Comptroller as Clerk

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

## ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS' MEETING

Date: Tuesday, December 1, 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, Jennifer Thompson, Ted Edwards,  
Victoria P. Siplin  
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 Noelia  
Perez, Documents Coordinator Lakela Christian

- CALL TO ORDER, 9:09 a.m.
- INVOCATION - Pastor Willie Johnson Orlando Faith Ministries International
- PLEDGE OF ALLEGIANCE
- PUBLIC COMMENT

The following persons addressed the Board for public comment:

- Harry Scott Boggs
- Lisa Ray
- Sean Bailey
- Yulissa Arce

### • COUNTY CONSENT AGENDA

Motion/Second: Commissioners Clarke/Nelson  
AYE (voice vote): All members  
Action: The Mayor

- Deleted Administrative Services Department Item 1
- Deferred action on Community, Environmental and Development Services Department  
Item 5 for consideration with public hearing for Juli S. James, Shutts & Brown, LLP,  
Core Academy PD/UNP Case # LUP-15-02-051

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

## County Comptroller

1. Approval of the minutes of the October 6 and October 20, 2015, meetings of the Board of County Commissioners. (Clerk's Office)
2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same had not been drawn on overexpended accounts. Periods are as follows:
  - November 13, 2015, to November 19, 2015; total of \$17,407,262.54
  - November 20, 2015, to November 24, 2015; total of \$25,062,051.41.

(Finance/Accounting)

## County Administrator

1. Approval of Orange County, Florida and Black Business Investment Fund of Central Florida, Inc. FY 2016 Grant Agreement and authorization to disburse \$141,207 as provided in the FY 2015-16 adopted budget. All Districts. (Office of Economic, Trade and Tourism Development)
2. Approval of Orange County, Florida and Hispanic Business Initiative Fund of Florida, Inc. FY 2016 Grant Agreement and authorization to disburse \$128,460 as provided in the FY 2015-16 adopted budget. All Districts. (Office of Economic, Trade and Tourism Development)
3. Approval of a) Agreement for Economic Development Services Metro Orlando Economic Development Commission and Orange County Fiscal Year 2015-2016 and authorization to disburse \$642,569 as provided in the FY 2015-16 adopted budget; and b) Orange County, Florida and Economic Development Commission of Mid-Florida, Inc. Agreement Related to an Industrial Development Authority Fiscal Year 2015-2016. All Districts. (Office of Economic, Trade and Tourism Development)
4. Approval of Orange County, Florida and National Center for Simulation FY 2016 Grant Agreement and authorization to disburse \$35,000 as provided in the FY 2015-16 adopted budget. (Office of Economic, Trade and Tourism Development)
5. Approval of Interlocal Agreement between Orange County, Florida, Orange County Clerk of the Courts, and the Ninth Judicial Circuit Court regarding funding of Jury Services in the amount of \$356,220. (Office of Management and Budget)
6. Approval of budget amendments #16-07 and #16-08. (Office of Management and Budget)



7. Approval of Ratification of payment of Intergovernmental claims of October 2, 2015, October 08, 2015 and October 22, 2015 totaling \$651,305.93. (Risk Management Division)

County Attorney

1. Appointment of Ms. Sandra D. St. Amand to replace Ms. Gail Cosby as a District 6 Commissioner on the 2016 Charter Review Commission.

Administrative Services Department

1. ~~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 \$1,583,862.25 for a 1-year term contract. ([Utilities Department Field Services Division] Procurement Division)~~

(This item was deleted.)

2. Approval to award Invitation for Bids Y16-114-PD, EMS Medication, to the low responsive and responsible bidders, Bound Tree Medical, LLC for line items 1- 32, 35-39 and 41 for a 1-year term contract in the total estimated contract award amount of \$1,176,854.50 and Henry Schein, Inc. for line items 33, 34 and 40 for a 1-year term contract in the total estimated contract amount of \$113,180. Further, authorized the Procurement Division to renew the contract for four additional 1-year terms. ([Fire Rescue Department Infrastructure and Support Division] Procurement Division)
3. Approval to award Invitation for Bids Y16-126-ZM, Lift Equipment Maintenance and Repair, to the sole responsive and responsible bidder, Ring Power Corporation, for an estimated contract amount of \$868,185 for a 3-year term. Further, authorized the Procurement Division to renew the contract for two additional 1-year terms. ([Convention Center Facility Operations Division] Procurement Division)
4. Approval to award Invitation for Bids Y16-137-PH, Wastewater Gravity and Lateral CIPP Lining, to the low responsive and responsible bidder, Miller Pipeline, LLC, in the estimated contract award amount of \$2,555,428.50 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)
5. Approval to award Invitation for Bids Y16-702-PH, Summerport Village Water Main Replacement, to the low responsive and responsible bidder, Prime Construction Group, Inc. for the estimated contract award amount of \$528,660. ([Utilities Department Engineering Division] Procurement Division)

6. Approval to award Invitation for Bids Y16-705-J2, Orange County Solid Waste Management Facility Discharge Modification to Pond 1, to the low responsive and responsible bidder, Uribe Site Development, Inc., in the total contract award amount of \$153,175. ([Utilities Department Solid Waste Division] Procurement Division)
7. Approval of Amendment 1, Contract Y16-2014, Human Service Contract with LifeStream Behavioral Center, Inc. for an additional amount of \$250,000 for a revised annual total contract amount of \$450,308. ([Family Services Department Citizens' Commission for Children Division] Procurement Division)
8. Selection of AdsysTech, Inc., Request for Proposals Y15-180-ZM, to provide Case Management Information System Software and Implementation Services. Further, authorized the Procurement Division to negotiate and execute a 5-year contract within a budget amount of \$278,000. ([Family Services Department Citizen Research and Outreach Office] Procurement Division)
9. Selection of JSC Systems, Inc., Request for Proposals Y15-1069-ZM, to provide an Internet Protocol Fire Station Alerting System. Further, authorized the Procurement Division to negotiate and execute a 5-year contract within a budget amount of \$2,236,000. ([Fire Rescue Department Planning and Technical Services Division] Procurement Division)
10. Approval and execution of First Amendment to Lease Agreement between The Prudential Insurance Company of America and Orange County and delegation of authority to the Real Estate Management Division to exercise renewal option, if needed, for Fire Station #32, 14896 E. Orange Lake Blvd., Kissimmee, Florida 34747. District 1. (Real Estate Management Division)
11. Approval and execution of Ground Lease Agreement between Walkem Development Company, Inc. successor by merger to Walkem Development Company of Knoxville, Inc. and Orange County and delegation of authority to the Real Estate Management Division to exercise renewal option, if needed, for Fire Station Vehicle Parking for Fire Station #32 – Ground Lease, 14896 E. Orange Lake Blvd., Kissimmee, Florida 34747. District 1. (Real Estate Management Division)
12. Approval and execution of Termination of Lease Agreement and Memorandum of Termination between Clear Channel Outdoor, Inc. and Orange County and authorization to disburse funds to pay Termination Fee for Holden Avenue RCA (John Young Parkway to Orange Blossom Trail). District 6. (Real Estate Management Division)
13. Approval and execution of Resolution and authorization to initiate condemnation proceedings for Pump Station No. 3265 (Oak Meadows). District 6. (Real Estate Management Division)

14. Approval of purchase price above appraised value, Contract for Sale and Purchase and Warranty Deed between Horace Sahai and Surajdei Sahai and Orange County and authorization to disburse funds to pay purchase price and closing costs and perform all actions necessary and incidental to closing for Pump Station No. 3026 (Sardina Blvd). District 2. (Real Estate Management Division)
15. Approval of Temporary Utility Easement between Toll FL XII Limited Partnership and Orange County and authorization to record instrument for Lakeshore Phase 1 OCU Permit: 14-S-049 OCU File #: 77408. District 1. (Real Estate Management Division)
16. Approval of Warranty Deed from Edna Y. Bishop, as Trustee, and Carol B. Phifer and Judith B. Greene, as Successor Co-Trustees, of The Trust Created Under the Last Will and Testament of Robert J. Bishop, deceased, dated February 13, 1959 to Orange County and authorization to record instrument for Creekstone (PR-14-10-059). District 4. (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. All Districts. (Code Enforcement Division)
 

LC 15-1168	LC 15-1092	LC 15-1244	LC 15-1195	LC 15-1347
LC 15-1373	LC 15-1095	LC 15-1262	LC 15-1226	LC 15-1356
LC 15-1417	LC 15-1220	LC 15-1310	LC 15-1263	LC 15-1376
LC 15-1204	LC 15-1147	LC 15-0633	LC 15-1266	LC 15-1383
LC 15-1278	LC 15-1264	LC 15-1116	LC 15-1305	LC 15-1386
LC 15-1283	LC 15-1342	LC 15-1117	LC 15-1324	LC 15-1395
LC 15-1295	LC 15-1606	LC 15-1138	LC 15-1325	LC 15-1409
LC 15-1393	LC 15-1189	LC 15-1140	LC 15-1336	LC 15-1465
2. Approval of School Concurrency Mitigation Agreement OC-15-038 Project Name: Ancora Apartments Parcel ID#: 13-24-28-6283-00-156 by and among The School Board of Orange County, Florida, Orange County, Florida, and Orchid Bay Development, LLC. District 1. (Concurrency Management Office)
3. Approval of Orange County, Florida and Lake County Water Authority, Lake County Florida Interlocal Agreement for Lake Carlton Hydrologic-Nutrient Budget and Water Quality Management Plan Evaluation in an amount not to exceed \$92,912.27. District 2. (Environmental Protection Division)

4. Acceptance of Recommendation of the Environmental Protection Commission to approve the request for a waiver to Section 15-343(b) (side setback) for the Henri and Nicolette Johnson Dock Construction Permit BD-14-04-044, with the condition the jet-ski lifts either be relocated to the southern side of the dock or removed entirely within 60 days of the BCC decision date. District 1. (Environmental Protection Division)
5. Approval of Right-of-Way (R.O.W.) Conveyance and Adequate Public Facilities Agreement Core Academy PD/UNP/LUP R.O.W. Dedication for CR 545 (Avalon Rd.) Widening by and between Core Real Estate Limited, LLC and Orange County for the conveyance of 3.23 acres of APF Land providing \$65,430 in Transportation Impact Fee Credits for the conveyance. District 1. (Roadway Agreement Committee)

(This item was deferred.)

#### Family Services Department

1. Receipt and filing of Head Start Policy Council Program Information and Updates October 2015 and Head Start Policy Council Meeting Minutes September 17, 2015 for the official county record. (Head Start Division)
2. Approval of the October 2015 Business Assistance for Neighborhood Corridors Program Grants for Castro Realty Group (\$3,915) and Image Graphics (\$5,000). Districts 3 and 5. (Neighborhood Preservation and Revitalization Division)

#### Public Works Department

1. Approval of Interlocal Agreement between Orange County, Florida and the City of Orlando, Florida regarding jurisdiction to operate and maintain W.D. Judge Drive between Mercy Drive and John Young Parkway. District 6. (Public Works Administration)
2. Approval to increase the posted speed limit on Stoneybrook Hills Parkway from 25 miles per hour to 35 miles per hour. District 2. (Traffic Engineering Division)
3. Approval to construct speed humps on Lake Ola Drive. District 2. (Traffic Engineering Division)
4. Approval to install a "No Parking" zone on the north and south sides of Marsh Hen Drive starting from Quail Hollow Drive extending east 105 feet. District 3. (Traffic Engineering Division)

- INFORMATIONAL ITEMS

County Comptroller

1. Receipt of the following items to file for the record: (Clerk's Office)
  - a. City of Ocoee Ordinance No. 2015-023 with Exhibit A (Legal Description), and Exhibit B (Location Map). Ordinance No. 2015-023 (Annexation Ordinance for 348 13th Avenue, Homes in Partnership) An Ordinance of the City of Ocoee, Florida, annexing into the corporate limits of the City of Ocoee, Florida, certain real property containing approximately 0.26 acres located on the south side of 13th avenue, on the southwest corner of 13th Avenue and Peters Avenue, pursuant to the application submitted by the property owner, finding said annexation to be consistent with the Ocoee Comprehensive Plan, the Ocoee City Code, and the Joint Planning Area agreement; providing for and authorizing the updating of official city maps; providing direction to the City Clerk; providing for severability; repealing inconsistent ordinances; providing for an effective date.
  - b. City of Orlando Ordinance No. 2015-44 with Exhibit A (Legal Description), Exhibit B (Annexation Map), and Exhibits C & D (Future Land Use and Zoning Proposed Maps), Orlando Sentinel Advertisement Proof, Notice of Proposed Enactment and Fiscal Impact Statement. Ordinance No. 2015-44 entitled: An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located north of Dahlia Dr., east of S. Semoran Blvd., south of Hibiscus Rd., and west of Delicata Dr., addressed as 5773 Dahlia Dr., and comprised of 0.193 acres of land, more or less; amending the City's adopted Growth Management Plan to designate the property as mixed use corridor medium intensity on the City's official future land use maps; and designating the property as the MU-1 medium intensity mixed use corridor district along with the aircraft noise overlay district on the City's official zoning maps; providing for amendment of the City's official future land use and zoning maps; providing for severability, correction of scrivener's errors, and an effective date.

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

- COUNTY DISCUSSION AGENDA

Commissioner's Report

1. Commissioner Clarke would like to discuss the Conway Acres Wall Project.

Commissioner Clarke discussed with the Board a project involving the Florida Department of Transportation for a wall project for the Conway Acres Subdivision

located on the Northwest corner of Hoffner Avenue and Semoran Boulevard. County staff presented a report and contributed to the discussion.

Board discussion ensued.

Action: None

2. Commissioner Edwards would like to discuss DDR Funding.

Commissioner Edwards discussed with the Board Metroplan Orlando allocation of District Direct Revenue funding to regionally significant transit projects.

Board discussion ensued.

The following person addressed the Board: Harry Barley, MetroPlan Orlando Executive Director.

Board discussion ensued.

Action: None

County Administrator

1. Reappointment of Sami Haiman-Marrero to the Visit Orlando Board of Directors with a term expiring December 31, 2017 or appointment of an individual to succeed her.

Commissioner Thompson nominated Diana Font.

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

Diana Font received a majority to be appointed to the Visit Orlando Board of Directors with a term expiring December 31, 2017; no further votes were cast.

2. Convention Center Campus Master Plan Update. (Convention Center)

County staff presented an update to the Board regarding the Convention Center Campus Master Plan for future development of the Convention Center campus and facilities. The Plan included an overview of the Campus Master Plan, an update on the market feasibility study, and potential priorities.

Action: None

## Administrative Services Department

1. Selection of one firm and an alternate, Request for Proposals Y15-815-EB, to provide Professional Services for the Orange County Corrections Jail Master Plan, from the following firms listed alphabetically:
  - DLR Group, Inc.
  - Strollo Architects, Inc.

Further recommend the Board authorize execution of the final contract by the Procurement Division provided that it does not exceed the budget of \$200,000.

([Administrative Services Department Capital Projects Division] Procurement Division)

Motion/Second: Commissioners Clarke/Nelson

AYE (voice vote): All members

Action: The Board selected one firm DLR Group, Inc., and an alternate, Strollo Architects, Inc., to provide Professional Services for the Orange County Corrections Jail Master Plan; and further, the Board authorized execution of the final contract by the Procurement Division provided that it does not exceed the budget of \$200,000, Request for Proposals Y15-815-EB.

## Community, Environmental and Development Services Department

1. Neighborhood Stabilization Program Update Report. All Districts. (Housing and Community Development Division)

County staff presented to the Board an update on the Neighborhood Stabilization Program. The report focused on program activities such as the number of homes purchased, rehabilitated and sold as well as the program income generated, program challenges, and other opportunities.

Board discussion ensued.

Action: None

County Mayor

1. Open Discussion on issues of interest to the board.

## Hydraulic Fracturing

Commissioner Clarke discussed with the Board his concerns regarding Hydraulic Fracturing and the environmental and health concerns it poses.

Board discussion ensued.

Action: None

- MEETING RECESSED, 11:03 a.m.

- MEETING RECONVENED, 1:49 p.m.

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

Others Present: County Administrator Ajit Lalchandani, Deputy County Attorney Joel Prinsell, Senior Minutes Coordinator Noelia Perez, Documents Coordinator Lakela Christian

- PRESENTATION

Employee Service Awards to Nancy Malloy McKinnon (20) County Administrator, Valerie Nadine Marrow (25), Mark R. Tompkins (30), Facilities Management, Administrative Services; Robert John Williams (20) Event Operations, Elizabeth Carol Frias (20) Event Operations, Convention Center; Wilbert A. Ventura, Jr. (20) Code Enforcement, David R. Linck (35) Parks and Recreation, Community, Environmental, and Development Services; Shanqueta Yvette Ashley (25), Community Corrections, Isidro J. Iglesias (30), In-Custody Support Services, Corrections; Mike L. McDowell (30), Fire Infrastructure Support, Fire Rescue; Daniel L. Miller (20), Stormwater Management, Public Works; Carmen V. Ross (30) Customer Service, Utilities

- RECOMMENDATIONS

November 5, 2015 Board of Zoning Adjustment Recommendations

00:31:59

Motion/Second: Commissioners Edwards/Clarke

AYE (voice vote): All members

Action: The Board accepted the recommendations of the Orange County Board of Zoning Adjustment under the date of November 5, 2015, with the exception of and authorizing public hearings be scheduled for those listed below; and with the exception of Case # VA-15-12-111 deferred for a separate vote; subject to the usual right of appeal by any aggrieved party:

- Case # SE-15-10-089, Centro Cristiano Restauracion, on January 5, 2016 (appeal filed)
- Case # VA-15-11-107, China Garden, on December 15, 2015 (appeal filed)
- Case # VA-15-12-111, McDonalds USA, LLC (conflict of interest filed by Commissioner Boyd)



Commissioner Boyd announced a conflict of interest for the following reason, as stated in a Memorandum of Voting Conflict filed in the Clerk's Office: "The measure before my agency and the nature of my conflicting interest in the measure is as follows: I have a business and personal relationship with the applicant for BZA Case VA-15-12-111."

Motion/Second: Commissioners Edwards/Thompson

Abstain: Commissioner Boyd

AYE (voice vote): County Mayor Jacobs; Commissioners Nelson, Clarke, Thompson, Edwards, Siplin

Action: The Board accepted the recommendation of the Orange County Board of Zoning Adjustment under the date of November 5, 2015, for Case # VA-15-12-111, McDonalds USA, LLC; subject to the usual right of appeal by any aggrieved party.

#### • PUBLIC HEARINGS

##### Municipal Service Taxing Unit

##### 1. Apopka-Vineland Road Area, landscape improvements and maintenance; District 1

Applicant: Chris Tyree, Developer of Havencrest, with Taylor Morrison of Florida, Inc.

Consideration: Amend by resolution an existing Municipal Service Taxing Unit for landscape improvements and maintenance for a portion of Apopka – Vineland Road Area to include Havencrest subdivision and provide revised exhibits for metes and bounds parcels, condominiums, and subdivisions using a millage assessment at Apopka – Vineland Road Area

Location: District 1; Parcel ID Multiple parcels and Sections, Townships 22 & 23, Range 28; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board adopted a resolution amending an existing Municipal Service Taxing Unit for landscape improvements and maintenance for a portion of Apopka – Vineland Road Area to include Havencrest subdivision using a millage assessment at Apopka – Vineland Road Area, annual cost of 0.6 mills or \$0.60 cents per every one thousand dollars (\$1,000) of property values.

##### 2. Lake Pickett, general lake cleaning maintenance and aquatic plant control; District 5

Applicant: Josh Kalin, Developer of Lake Pickett Reserve with Pulte Homes, Inc.

Consideration: Amend by resolution an existing Municipal Service Taxing Unit for general lake cleaning maintenance and aquatic plant control to

include Lake Pickett Reserve subdivision and provide revised Exhibits for metes and bounds parcels, condominiums, and subdivisions using a millage assessment at Lake Pickett  
Location: District 5; Multiple parcels and Sections, Township 22, and Range 32; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Edwards/Thompson

AYE (voice vote): All members

Action: The Board adopted a resolution amending an existing Municipal Service Taxing Unit for general lake cleaning maintenance and aquatic plant control to include Lake Pickett Reserve subdivision using a millage assessment at Lake Pickett, annual cost of 1.76 mills or \$1.76 per every one thousand dollars (\$1,000) of property values.

NOTE: THE FOLLOWING PUBLIC HEARINGS WERE CONSIDERED TOGETHER.

#### Agreement

3. Interlocal Agreement for Annexation of Enclaves between Orange County and City of Apopka, Florida; 404 East Welch Road; District 2

Consideration: Interlocal Agreement for Annexation of Enclaves between City of Apopka, Florida and Orange County, Florida, 404 East Welch Road.

and

4. Interlocal Agreement for Annexation of Enclaves between Orange County and City of Apopka, Florida; 320 East Welch Road; District 2

Consideration: Interlocal Agreement for Annexation of Enclaves between City of Apopka, Florida and Orange County, Florida, 320 East Welch Road.

Motion/Second: Commissioners Nelson/Boyd

AYE (voice vote): All members

Action: The Board approved the Interlocal Agreement for Annexation of Enclaves between City of Apopka, Florida and Orange County Florida for 404 East Welch Road.

Motion/Second: Commissioners Nelson/Boyd

AYE (voice vote): All members

Action: The Board approved the Interlocal Agreement for Annexation of Enclaves between City of Apopka, Florida and Orange County Florida for 320 East Welch Road.

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

Rezoning

5. Juli S. James, Shutts & Brown, LLP, Core Academy PD/UNP Case # LUP-15-02-051; District 1

Applicant: Juli S. James, Shutts & Bowen, LLP, Core Academy PD/UNP, Case # LUP-15-02-051

Consideration: A request to rezone one (1) parcel comprising 23.24 gross acres from A-1 (Citrus Rural District) to PD (Planned Development District) in order to develop 100,000 square feet of educational / administrative use, and a 645-bed dormitory facility; pursuant to Orange County Code, Chapter 30.

Location: District 1; property located at 8612 Avalon Road (C.R. 545); generally located on the east side of Western Beltway (S.R. 429), north of Old YMCA Road, and west of Avalon Road (C.R. 545); Orange County, Florida (legal property description on file)

and

• COUNTY CONSENT AGENDA (CONTINUED)

Community, Environmental and Development Services Department (Deferred)

5. Approval of Right-of-Way (R.O.W.) Conveyance and Adequate Public Facilities Agreement Core Academy PD/UNP/LUP R.O.W. Dedication for CR 545 (Avalon Rd.) widening by and between Core Real Estate Limited, LLC and Orange County, for the conveyance of 3.23 acres of APF Land providing \$65,430 in Transportation Impact Fee Credits for the conveyance. District 1. (Roadway Agreement Committee)

and

Preliminary Subdivision Plan

6. Scott M. Gentry, Kelly, Collins & Gentry, Inc., Core Academy PD/Core Academy Preliminary Subdivision Plan/Development Plan, Case # PSP-15-04-122; District 1

Applicant: Scott M. Gentry, Kelly, Collins & Gentry, Inc., Core Academy PD / Core Academy Preliminary Subdivision Plan / Development Plan

Consideration: Core Academy PD / Core Academy Preliminary Subdivision Plan / Development Plan – Case # PSP-15-04-122, submitted in accordance with Sections 34-69 and 30-89, Orange County Code;

This request is proposing to construct a 90,909 square foot dormitory and related uses on 23.24 acres.

Location: District 1, property generally located North of Old YMCA Road / West of Avalon Road (C.R. 545); Orange County, Florida (legal property description on file in Planning Division)

The following person addressed the Board: Juli James.

Motion/Second: Commissioners Boyd/Siplin

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the request by Juli S. James, Shutts & Bowen, LLP, Core Academy PD/UNP, Case # LUP-15-02-051 to rezone one (1) parcel comprising 23.24 gross acres from A-1 (Citrus Rural District) to PD (Planned Development District) in order to develop 100,000 square feet of educational / administrative use, and a 645-bed dormitory facility, on the described property; subject to the following conditions:

1. Development shall conform to the Core Academy Land Use Plan / Unified Neighborhood Plan dated "Received June 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 of this land use plan and the land use plan dated "Received June 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. 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.
5. The covenants, conditions, and restrictions (CC&Rs) shall contain notification to potential purchasers, and builders of this development of the proximity of the 545 & West Orange Environmental solid waste construction and demolition debris disposal facilities that are located adjacent to the northern property boundary. Notification of such shall also be provided to residents (and/or their legal guardians) prior to occupancy of the facility.
6. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the project to accommodate the ultimate flows for the entire Village. Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Village Master Utilities Plan (MUP).
7. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed on-site/private water, wastewater, and reclaimed water systems have been designed to support all development within the PD, and that construction plans are consistent with an approved Village Master Utility Plan (MUP). If changes to an existing Village MUP are proposed, the updated MUP must be submitted 30 days prior to construction plan submittal.
8. The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
9. Prior to construction plan approval, all property owners within the Town Center Village, excluding public entities shall be required to sign an agreement between the parties, addressing their proportionate share of funds for the costs of the offsite

and onsite master utilities, sized for Village requirements. Property owners may elect to use alternative financing, in lieu of the private proportionate cost share agreement, provided master utilities sized for Village requirements are constructed.

10. The proposed development is adjacent to an existing and permitted City of Orlando/Orange County Water Conserv II Rapid Infiltration Basin (RIB) site. The design and permitting (stormwater, etc.) for the proposed development shall take into account the groundwater mounding produced by the adjacent RIBs when loaded at full permitted capacity and during wet weather conditions. At the time of construction plan submittal, provide calculations and documentation certifying that the design complies with this condition.
11. Signage shall comply with applicable sign code and the Master Sign Plan (if adopted). Billboards and Pole Signs shall be prohibited.
12. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
13. No vertical permits will be accepted for review until the Orange County Property Appraisers Office has transferred PID and addressing information to the permitting system.
14. Outside sales, storage, and display shall be prohibited.
15. 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.
16. Prior to the issuance of any vertical building permits, the property shall be platted.
17. 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.
18. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review as part of the Preliminary Subdivision Plan (PSP) and / or Development Plan (DP) submittal.

19. The development shall not (i) generate attendance by school-aged children in grades K-12 within the Orange County Public School System, or (ii) utilize any public school facilities. Any proposed change to this condition shall require a substantial change to the PD.
20. The following provision will be included in the tenant contracts/leases for the dormitory: All school aged-children in grades K-12 will be required to (i) attend the private school which may in the future be located within the PD or another private school and (ii) vacate the dormitory in the event the child stops attending a private school.

and further; approved the Right-of-Way (R.O.W.) Conveyance and Adequate Public Facilities Agreement Core Academy PD/UNP/LUP R.O.W. Dedication for CR 545 (Avalon Rd.) widening by and between Core Real Estate Limited, LLC and Orange County, for the conveyance of 3.23 acres of APF Land providing \$65,430 in Transportation Impact Fee Credits for the conveyance. District 1. (Roadway Agreement Committee)

The following person addressed the Board: Juli James.

Applicant: Scott M. Gentry, Kelly, Collins & Gentry, Inc., Core Academy PD / Core Academy Preliminary Subdivision Plan / Development Plan

Consideration: Core Academy PD / Core Academy Preliminary Subdivision Plan / Development Plan – Case # PSP-15-04-122, submitted in accordance with Sections 34-69 and 30-89, Orange County Code; This request is proposing to construct a 90,909 square foot dormitory and related uses on 23.24 acres.

Location: District 1, property generally located North of Old YMCA Road / West of Avalon Road (C.R. 545); Orange County, Florida (legal property description on file in Planning Division)

Motion/Second: Commissioners Boyd/Siplin

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved Core Academy PD / Core Academy Preliminary Subdivision Plan / Development Plan PSP-15-04-122 on the described property, subject to the following conditions:

1. Development shall conform to the Core Academy PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Core Academy Preliminary Subdivision Plan dated "Received June 29, 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 June 29, 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. Prior to the issuance of any vertical building permits, the property shall be platted.
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. 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 / Development Plan for this project. The applicant is required to coordinate this process with the Road Agreement Committee.
10. The covenants, conditions, and restrictions (CC&Rs) shall contain notification to potential purchasers, and builders of this development of the proximity of the 545 & West Orange Environmental solid waste construction and demolition debris disposal facilities that are located adjacent to the northern property boundary.
11. 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.
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. 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.

14. The proposed development is adjacent to an existing and permitted City of Orlando / Orange County Water Conserv II Rapid Infiltration Basin (RIB) site. The design and permitting (stormwater, etc.) for the proposed development shall take into account the groundwater mounding produced by the adjacent RIBs when loaded at full permitted capacity and during wet weather conditions. At the time of construction plan submittal, provide calculations and documentation certifying that the design complies with this condition.
15. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed on-site/private water, wastewater, and reclaimed water systems have been designed to support all development within the PD, and that construction plans are consistent with an approved Village Master Utility Plan (MUP). If changes to an existing Village MUP are proposed, the updated MUP must be submitted 30 days prior to construction plan submittal.
7. Rohland A. June, June Engineering Consultants, Inc., Lake Conway Townhomes PD/Lake Conway Park PSP, Case # PSP-15-04-121; District 3

Applicant: Rohland A. June, June Engineering Consultants, Inc., Lake Conway Townhomes PD / Lake Conway Park Preliminary Subdivision Plan (PSP)

Consideration: Lake Conway Townhomes PD / Lake Conway Park Preliminary Subdivision Plan (PSP), Case # PSP-15-04-121, submitted in accordance with Sections 34-69 and 30-89, Orange County Code; This request is to subdivide and construct 92 single-family attached residential dwelling units on a total of 19.04 acres.

Location: District 3, property generally located North of McCoy Road / East of Daetwyler Drive; Orange County, Florida (legal property description on file in Planning Division)

The following person addressed the Board: Jeff Sedloff.

Motion/Second: Commissioners Clarke/Boyd

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved Lake Conway Townhomes PD / Lake Conway Park Preliminary Subdivision Plan (PSP), Case # PSP-15-04-121 on the described property, subject to the following conditions:

1. Development shall conform to the Lake Conway Townhomes PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Lake Conway Park Preliminary Subdivision Plan dated "Received September 18, 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 September 18, 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 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.
5. Prior to commencement of any earthwork or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
6. 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.

7. This property is located within Airport Noise Zone 'E' a waiver of claim is required prior to any permits. Also, the plat shall note in twelve (12) point or larger font type the following: "The properties delineated on this plat are subject to aircraft noise than may be objectionable." Additionally, the Covenant and Restriction documents associated with the plat must state the following in bold-face type: "NOTICE OF AIRPORT NOISE- This property is located with an airport noise zone. Residents will be subject to aircraft noise that may be objectionable."
8. 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.
9. 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.
10. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Construction Plan submittal.
11. 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.
12. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is otherwise vested or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.
13. 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.

## Resolution

8. Designating certain land within unincorporated Orange County as the Gene Brownfield: ROCC (Redeveloping Orange County Communities) and as a Brownfield Area for the purpose of environmental remediation, rehabilitation, and economic development

Consideration: DESIGNATING CERTAIN LAND WITHIN UNINCORPORATED ORANGE COUNTY: PARCEL ID 12-23-31-0000-00-002 AS THE GENE: ROCC (REDEVELOPING ORANGE COUNTY COMMUNITIES) AREA AND AS A BROWNFIELD AREA FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION, REHABILITATION, AND ECONOMIC DEVELOPMENT

The following person addressed the Board: Robyn Neely.

Motion/Second: Commissioners Thompson/Edwards

AYE (voice vote): All members

Action: The Board approved the Resolution 2015-M-42 of the Orange County Board of County Commissioners regarding designating certain land within unincorporated Orange County parcel ID 12-23-31-0000-00-002 as the Gene: ROCC (Redeveloping Orange County Communities) and as a Brownfield Area for the purpose of environmental remediation, rehabilitation, and economic development.

## Ordinance

9. Enacting Orange County Code, Chapter 26, Article IX, pertaining to Human Trafficking

Consideration: AN ORDINANCE RELATING TO HUMAN TRAFFICKING IN ORANGE COUNTY, FLORIDA; CREATING ARTICLE IX OF CHAPTER 26 OF THE ORANGE COUNTY CODE TO REQUIRE THE POSTING OF HUMAN TRAFFICKING AWARENESS SIGNS AT CERTAIN LOCATIONS; AND PROVIDING AN EFFECTIVE DATE

The following persons addressed the Board:

- Tomas Lares

- Former Orange County District 3 Commissioner Lui Damiani

Motion/Second: Commissioners Clarke/Thompson

AYE (voice vote): All members

Action: The Board adopted Ordinance 2015-23, Enacting Orange County Code, Chapter 26, Article IX, pertaining to Human Trafficking.

## Substantial Change

10. John Townsend, Donald W. McIntosh Associates, Inc., Orangewood N-1 Planned Development/Land Use Plan (PD/LUP), Case # CDR-15-06-176, amend plan; District 1

Applicant: John Townsend, Donald W. McIntosh Associates, Inc., Orangewood N-1 Planned Development / Land Use Plan (PD / LUP), Case #-CDR-15-06-176

Consideration: Substantial change request to amend the Orangewood N-1 Planned Development / Land Use Plan (PD/LUP) to allow for a 25,363 square foot / 54-bed expansion to the Central Florida Behavioral Hospital; 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 6601 Central Florida Parkway; generally located northwest of the Central Florida Parkway and Sea Harbor Drive intersection; Orange County, Florida (legal property description on file)

The following person addressed the Board: John Florio.

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by John Townsend, Donald W. McIntosh Associates, Inc., Orangewood N-1 Planned Development / Land Use Plan (PD / LUP), Case #-CDR-15-06-176, to amend the Orangewood N-1 Planned Development / Land Use Plan (PD/LUP) to allow for a 25,363 square foot / 54-bed expansion to the Central Florida Behavioral Hospital; which constitutes a substantial change to the development on the described property; subject to the following conditions:

1. Development shall conform to the Orangewood N-1 PD Land Use Plan dated "Received 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 of this land use plan and the land use plan dated "Received 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. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
5. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated January 28, 1985, shall apply:
  - a. Development in accordance with the following:
    - 1) Land Use Plans as approved by Board of County Commissioners on September 5, 1972, and as amended.
    - 2) Amendment to Land Use Plan for Neighborhood 1 (Westwood) by Board of County Commissioners, January 23, 1979.

- 3) Amendment to Land Use Plan for additional 8.78 acres dated received October 18, 1984.
- 4) Tourist commercial elements of Article XXIX, Zoning Resolution and Subdivision Regulations, unless herein waived.
- b. Project master signs shall not be calculated in total copy area figures for the individual lots on which they are erected.
- c. The Developer shall obtain water service from Orange County subject to County Resolutions and Ordinances.
- d. The Developer shall obtain wastewater service from Orange County in accordance with the Sand Lake Road Wastewater Allocation Rules. Any transfer of wastewater capacity shall be in accordance with the Allocation Rules.
6. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated September 5, 1972 shall apply:
  - a. Text and exhibits of following reports except as modified herein:
    - 1) "Preliminary PD Planned Development Application for Orange County, Florida, for Florida Land Company's Orangewood Tract," dated April 20, 1972.
    - 2) "Orangewood Environmental Impact Study – April 1972" by Environmental Engineering, Inc., Gainesville, Florida.
    - 3) "Environmental Impact Statement, Orangewood, July 1972," prepared by Florida Land Company.
    - 4) "Orangewood Densities," a one page summary sheet received under letter of July 19, 1972.
    - 5) "Orangewood Ownership and Rental Units (1990)," a one page summary sheet dated August 17, 1972.
  - b. Public elementary, junior high, and senior high school sites and facilities shall be made available to the Orange County Board of public Instruction, in accordance with adopted standards, on a lease-purchase basis or at developer cost (land and improvements) or at fair market appraisal, whichever is at the lowest price per acre.



c. All provisions of the Subdivision Regulations and the PD Planned Development District, from time to time enacted hereafter and in effect at the time of the final development plan reviews, shall apply.

d. Road improvements shall include the following:

- 1) Dedications of rights of way and construction of all roadway improvements required to facilitate traffic generated by the development. Rights of way requirements may be in excess of traffic generated by the development.
- 2) Street and traffic signing will be installed by the developer and donated to the County for ownership and maintenance. Traffic lights are to be installed, owned and operated by the County.

e. The following provisions regarding parks and open space shall apply:

- 1) Neighborhood and community parks, pedestrian ways - other than contained within dedicated road rights of way - equestrian trails, forested areas, golf courses, and other green areas will be maintained under private ownership and will require no maintenance responsibility by the County.
- 2) At the request of the Board of County Commissioners and concurrence of the Developer, to incorporate the Shingle Creek green areas into the countywide park system.

11. 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
- Bradford Patrick
- Joe Grelish
- Scott Glass
- Erika Duarte

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

- Exhibit 1, from Scott Glass
- Exhibit 2, from Cecelia Bonifay

Board discussion ensued.

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board continued the public hearing for decision only on December 15, 2015, at 2 p.m.

#### Rezoning

12. George M. Kramer, Little John Engineering Associates, Skyplex Orlando PD/LUP - Case # LUP-15-03-067; District 6

Applicant: George M. Kramer, Little John Engineering Associates, Skyplex Orlando PD/LUP, Case # LUP-15-03-067

Consideration: A request to rezone five (5) parcels containing 11.46 acres from C-2 (General Commercial District) to PD (Planned Development District) with a development program consisting of up to 39,823 square feet of restaurant uses; 333,423 square feet of entertainment retail uses; 95,371 square feet of general retail uses; and 350 hotel rooms, including a maximum 700-foot high tower structure with roller coaster-type attraction. In addition, the following two (2) waivers from Orange County Code have been requested:

1. A waiver to use Convention Plaza District Overlay standards in Orange County Code Section 38-865, in lieu of the PD Tourist Commercial Standards found in Orange County Code Sections 38-1287, 38-1290, 38-1291, and 38-1300; and
2. Waivers from Orange County Code Section 38-1289 and Section 38-1476 to allow for a minimum parking requirement of 2,200 parking spaces, in lieu of 2,708 parking spaces (a reduction of 508 parking spaces); pursuant to Orange County Code, Chapter 30.

Location: District 6; property generally located north of Sand Lake Road, east of International Drive, and west of Canada Avenue; Orange County, Florida (legal property description on file)

Court Reporters: Shelley Troise, barbara perry and company  
Andrea C. Rivera, 1st First Choice Reporting and Video Services

The following persons addressed the Board:

- Hal Kantor
- Joshua Wallack
- Brent Lacy
- George Kramer
- Shoshanna Segal
- Bob Scott
- Sean Snaith
- Phil Caronia
- Sam Butler
- David Metzker
- Jeffrey Yorinks
- Adil Elias
- Alexander Padfield
- Michael Hill
- John Machala
- Ron Janssen
- Alan Helman
- Nathan Chambers
- Andrew Gross
- Dallas Hus
- Victoria Laney
- Ken Storey
- Laura Sumner
- Gary Schwartz
- Perry Shaikh
- John Stine
- David Vallillo
- Peter Stapp
- Jonathan Forgione
- Ron Conti
- Steve Gettis
- Bob Waddington
- Brent Drinnen
- Peter Latham
- Bobby Palta
- Brett Wallack
- Kelvin Cobaris
- Velda Badal

- Randy Ross
- Eve Sibirtseva
- Ronald Dowdy Sr.
- Ronald Dowdy Jr.
- Jimmy Sherris
- Mark NeJame
- Ali Mushtaq (Phonetic)
- Doug Dannen
- Jacquelyn Harmeling
- John McReynolds
- Chuck Whittall
- Marcia Flagler
- Owais Khanani
- Brett Kingstone
- Micah Bass

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

- Exhibit 1, from Hal Kantor
- Exhibit 2, from Chuck Whittall

The following materials were received by the Clerk prior to the close of the public hearing. The materials referenced by the speaker were not presented to the Board.

- Submittal 1, from Hal Kantor
- Submittal 2, from Sam Butler
- Submittal 3, from Peter Latham

Based upon input from the applicant and staff, the following new conditions of approval were added as follows:

10. Stormwater Condition: Stormwater discharge from the Skyplex PD shall not be permitted to drain from surficial waters to any systems discharging into Sandy Lake.
11. Height Condition: The height of the project shall not exceed 600 feet above ground level
12. Lighting Condition:
  - (a) FLASHING LIGHTING: Strobe or other exterior lighting which flashes or blinks, on any exterior portion of the Planned Development, including the roller coaster, are prohibited.

- (b) KELVIN RATING (white light intensity): All project exterior white colored lighting, located more than 40 feet above finished grade, shall be 3,000K or less.
- (c) TIMING BETWEEN LIT STATES (color changing): The project shall incorporate exterior lighting control systems which shall ensure that:
  - i) Color changing of any lighting installed more than 40 feet above finished grade (including on the Skyplex Tower) shall occur through a transition, or gradual fading, by means of granular lighting control systems.
  - ii) Light color change transitions on all surfaces of the Skyplex [roller coaster] Tower (including the tracks, supporting structures and individuals 'cars') may only be initiated at a minimum of 8 second intervals.
- (d) LIGHTING POWER SHUT DOWN: Except for any FAA-required lighting, power to all white-colored lighting on the Skyplex [roller coaster] Tower shall be shut off by 2 AM. All other non-white colored lighting shall be dimmed.
- (e) SPECIAL EVENTS: Requests for special event lighting- which deviates from the exterior lighting parameters described above - shall be subject to approval by the Zoning Manager.

NOTE: Except for the Conditions of Approval described above, all project exterior lighting shall comply with the Orange County exterior lighting ordinance, as it may be amended from time to time.

Motion/Second: Commissioners Siplin/Clarke

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; further, approved the request by George M. Kramer, Little John Engineering Associates, Skyplex Orlando PD/LUP, Case # LUP-15-03-067 to rezone five (5) parcels containing 11.46 acres from C-2 (General Commercial District) to PD (Planned Development District) with a development program consisting of up to 39,823 square feet of restaurant uses; 333,423 square feet of entertainment retail uses; 95,371 square feet of general retail uses; and 350 hotel rooms, including a maximum 700-foot high tower structure with roller coaster-type attraction; and further, the following two (2) waivers from Orange County Code have been requested:

1. A waiver to use Convention Plaza District Overlay standards in Orange County Code Section 38-865, in lieu of the PD Tourist Commercial Standards found in Orange County Code Sections 38-1287, 38-1290, 38-1291, and 38-1300; and
2. Waivers from Orange County Code Section 38-1289 and Section 38-1476 to allow for a minimum parking requirement of 2,200 parking spaces, in lieu of 2,708 parking spaces (a reduction of 508 parking spaces),

on the described property; subject to the following conditions:

1. Development shall conform to the Skyplex Orlando Planned Development / Land Use Plan (PD/LUP) dated "Received April 29, 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 April 29, 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. Billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 Tourist Commercial standards.
5. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan

submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

6. The Developer shall obtain wastewater service from Orange County Utilities.
7. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing wastewater systems have been designed to support all development within the PD.
8. A waiver is granted to use the Convention Plaza District Overlay standards in Orange County Code Section 38-865, in lieu of the PD Tourist Commercial Standards found in Orange County Code Sections 38-1287, 38-1290, 38-1291, and 38-1300.
9. Waivers from Orange County Code Section 38-1289 and Section 38-1476 are granted to allow for a minimum parking requirement of 2,200 parking spaces, in lieu of 2,708 parking spaces (*a reduction of 508 parking spaces*).
10. Stormwater Condition: Stormwater discharge from the Skyplex PD shall not be permitted to drain from surficial waters to any systems discharging into Sandy Lake.
11. Height Condition: The height of the project shall not exceed 600 feet above ground level
12. Lighting Condition:
  - (a) FLASHING LIGHTING: Strobe or other exterior lighting which flashes or blinks, on any exterior portion of the Planned Development, including the roller coaster, are prohibited.
  - (b) KELVIN RATING (white light intensity): All project exterior white colored lighting, located more than 40 feet above finished grade, shall be 3,000K or less.
  - (c) TIMING BETWEEN LIT STATES (color changing): The project shall incorporate exterior lighting control systems which shall ensure that:
    - i) Color changing of any lighting installed more than 40 feet above finished grade (including on the Skyplex Tower) shall occur through a transition, or gradual fading, by means of granular lighting control systems.
    - ii) Light color change transitions on all surfaces of the Skyplex [roller coaster] Tower (including the tracks, supporting structures and individuals 'cars') may only be initiated at a minimum of 8 second intervals.

(d) LIGHTING POWER SHUT DOWN: Except for any FAA-required lighting, power to all white-colored lighting on the Skyplex [roller coaster] Tower shall be shut off by 2 AM. All other non-white colored lighting shall be dimmed.

(e) SPECIAL EVENTS: Requests for special event lighting- which deviates from the exterior lighting parameters described above - shall be subject to approval by the Zoning Manager.

NOTE: Except for the Conditions of Approval described above, all project exterior lighting shall comply with the Orange County exterior lighting ordinance, as it may be amended from time to time.

- ADJOURNMENT, 6:38 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: Cheryl J. Gillespie, Supervisor   
Agenda Development Office

SUBJECT: Filing of Minutes for the Official County Record  
**CONSENT AGENDA ITEM JANUARY 26, 2016**

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

Children and Family Services Board on August 31, 2015 and October 26, 2015  
Code Enforcement Board on November 18, 2015  
Community Development Advisory Board on June 17, 2015, September 16, 2015, and November 18, 2015  
Deferred Compensation Advisory Committee on August 18, 2015  
Development Review Committee on November 18, 2015 and December 2, 2015  
Emergency Medical Services AED Committee Meeting on July 21, 2014, January 27, 2015, February 16, 2015, March 16, 2015, April 20, 2015, June 15, 2015, July 20, 2015, August 17, 2015, September 21, 2015, and October 19, 2015  
Emergency Medical Services Medical Control Committee on July 1, 2015, September 2, 2015, November 4, 2015 and December 2, 2015  
Emergency Medical Services, Operations Committee on November 4, 2015 and December 2, 2015  
Health Council of East Central Florida on September 23, 2015  
Intergovernmental Risk Management Committee on November 5, 2015, November 19, 2015, December 3, 2015 and December 17, 2015  
Neighborhood Grants Advisory Board on October 29, 2015  
Orange County Housing Finance Authority on November 4, 2015 and December 2, 2015  
Orange County Library Board of Trustees on November 12, 2015  
Orlando EMA HIV Health Services Planning Council Evaluation Committee on October 8, 2015  
Orlando EMA HIV Health Services Planning Council Executive Committee on October 21, 2015  
Orlando EMA HIV Health Services Planning Council Membership Committee on October 12, 2015  
Orlando EMA HIV Health Services Planning Council Planning Committee on September 2, 2015

Subject: Filing of Minutes for the Official County Record  
January 26, 2016  
Page 2

Orlando EMA HIV Health Services Planning Council Resource Allocation  
Committee on October 19, 2015

Orange County Research and Development Authority on September 17, 2015

Pine Hills Neighborhood Improvement District Advisory Council on September  
1, 2015, and October 6, 2015

Roadway Agreement Committee on September 2, 2015, September 16, 2015,  
September 25, 2015, October 14, 2015, October 26, 2015, and  
October 28, 2015

Special Magistrate on November 2, 2015 and December 7, 2015

Student/Pedestrian Safety Committee on November 19, 2015

Sustainability Advisory Board on October 22, 2015

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

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




Interoffice Memorandum

AGENDA ITEM

January 8, 2016

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

FROM: Eric Ushkowitz, Economic Development Administrator   
Office of Economic, Trade & Tourism Development

SUBJECT: January 26, 2016 – Consent Agenda Item  
Approval of Amendment to the FY 2016 Grant Agreement  
between Black Business Investment Fund and Orange  
County, Florida.

On December 1, 2015, the Board of County Commissioners entered into an agreement with the Black Business Investment Fund (BBIF) for a donation of funds for their operations.

An error was contained in the agreement stating that the County had appropriated funds for fiscal year commencing October 1, 2014. The County and BBIF wish to enter into this amendment to state that the County has appropriated funds for the fiscal year commencing October 1, 2015.

This amendment has been reviewed by the Orange County Attorney's Office.

**ACTION REQUESTED:** Approval of Amendment to the FY 2016 Grant Agreement between Black Business Investment Fund and Orange County, Florida.

EU/tp

**AMENDMENT  
to the  
FY 2016 GRANT AGREEMENT  
Between  
BLACK BUSINESS INVESTMENT FUND  
And  
ORANGE COUNTY, FLORIDA**

This Amendment to the FY 2016 Grant Agreement (the "Amendment") is made by and entered into, as of the date of last execution below, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida (the "County") and Black Business Investment Fund of Central Florida, Inc., a Florida non-profit corporation (hereinafter referred to as "BBIF").

**RECITALS**

**WHEREAS**, the County and Quest entered into that certain FY 2016 Grant Agreement (the "Agreement") which was approved by the County on December 1, 2015; and

**WHEREAS**, a scrivener's error was contained in the Agreement stating that the County had appropriated funds for fiscal year commencing October 1, 2014; and

**WHEREAS**, the County and BBIF wish to enter into this Amendment to state that the County has appropriated funds for the fiscal year commencing October 1, 2015.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the County and BBIF hereby agree as follows:

1. **Recitals Incorporated.** The recitals hereof are true and correct and are incorporated herein by this reference as a material part of this Second Amendment.
2. **Purpose and Scope of this Amendment.** The first sentence of Subsection 1.1 of Section 1 of the Agreement is hereby amended by the replacement of the existing sentence with the following sentence to read as follows:

The County has appropriated for the period commencing October 1, 2015 and ending September 30, 2016, the total sum of one hundred forty one thousand two hundred seven dollars and no/100 (\$141,207.00) to be administered and disbursed by the BBIF solely for the purposes set forth in Exhibit "A".

3. **Agreement in Full Force.** Except as expressly modified herein, the Agreement shall remain intact, unchanged, and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the dates set forth below.

**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

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

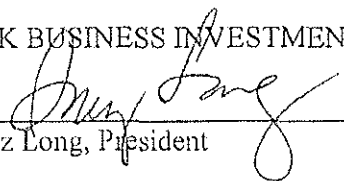
Date: \_\_\_\_\_

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

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

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

BLACK BUSINESS INVESTMENT FUND, INC.

By:  \_\_\_\_\_  
Inez Long, President


Date: 01/07/2016



Interoffice Memorandum

January 12, 2016

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

FROM: Eric Ushkowitz, Economic Development Administrator  
Office of Economic, Trade and Tourism Development 

SUBJECT: **January 26, 2016 – BCC Consent Agenda Item**  
Approval of ADP, LLC Qualified Target Industry  
(QTI) Tax Refund Resolution

ADP, LLC (ADP) is requesting that Orange County commit a total of \$144,000 as the 10% local share of a \$1,440,000 financial incentive under Florida's Qualified Target Industry (QTI) Tax Refund Program. Orange County's commitment would be contingent upon a similar commitment by the City of Maitland to provide the remaining 10% of the required local match. The QTI award will induce ADP to relocate their business to Orange County. To receive designation as a qualified applicant for the QTI Program, the Board of County Commissioners must adopt a resolution recommending approval of the applicant as a target industry, and stating that the commitment of local financial support of the applicant exists for 10% of the annual tax refunds.

ADP is evaluating plans to commence a shared service operation that would serve as a regional headquarters and would include customer service, implementation, IT and finance functions. The proposed expansion will create approximately 480 new high-wage jobs in Orange County, with an average salary of at least \$48,995, which is 115% of the overall prevailing salary in Orange County. ADP also plans to add another 1,920 jobs that are not QTI eligible as a part of this project. Financial incentives will help to ensure that this project locates to Orange County rather than elsewhere.

Approximately \$37,500,000 in new investment will be added to the Orange County tax roll. No Orange County incentive payments for the QTI program will be made until new jobs are both created and maintained.

ADP is a comprehensive global provider of cloud-based Human Capital Management solutions that unite HR, payroll, talent, time, tax and benefits administration, and a leader in business outsourcing services, analytics and compliance expertise.

For more information about ADP, visit: [www.adp.com](http://www.adp.com)

**ACTION REQUESTED:** Approval of Resolution of the Orange County Board of County Commissioners regarding ADP, LLC Qualified Target Industry Tax Refund.

EU/tp

**RESOLUTION**  
*of the*  
**ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**  
*regarding*  
**ADP, LLC**  
**QUALIFIED TARGET INDUSTRY TAX REFUND**

Resolution No. \_\_\_\_\_

**PREMISES**

**WHEREAS**, in 1994, the Florida legislature passed legislation establishing a “Qualified Target Industry Tax Refund Program” (“QTI Program”) to encourage the creation of new high-wage job opportunities in Florida by providing “tax refunds” to qualified target industries; and

**WHEREAS**, ADP, LLC (ADP) is a subsidiary of Automatic Data Processing, Inc. which is headquartered in Roseland, New Jersey; and

**WHEREAS**, ADP is a comprehensive global provider of cloud-based Human Capital Management solutions that unite HR, payroll, talent, time, tax and benefits administration, and a leader in business outsourcing services, analytics and compliance expertise; and

**WHEREAS**, ADP seeks to locate their service center and regional headquarter operations preferably in Orange County in the City of Maitland; and

**WHEREAS**, ADP operations in Orange County would include customer service, implementation, IT and finance; and

**WHEREAS**, ADP anticipates creating approximately four hundred and eighty (480) new jobs in Orange County at an average annual salary of at least \$48,995, which is 115% of the prevailing average salary in Orange County; and

**WHEREAS**, ADP anticipates that the new jobs to be created will include customer service, IT, management and implementation positions; and

**WHEREAS**, ADP anticipates that these new jobs will be created according to the following schedule: Ninety-six (96) jobs by December 31, 2016; Ninety-six (96) jobs by December 31, 2017; Ninety-six (96) jobs by December 31, 2018; ninety-six (96) jobs by December 31, 2019; ninety-six (96) jobs by December 31, 2020; and

**WHEREAS**, ADP has applied to the Executive Office of the Governor, Department of Economic Opportunity for approval as a qualified QTI Program applicant, and has applied for \$1,440,000 in tax refunds from the State of Florida under the QTI Program, representing \$3,000 per job; and

**WHEREAS**, in order for ADP to be approved as a “qualified applicant” under the QTI Program, the Orange County Board of County Commissioners must adopt a resolution recommending the approval of ADP as a “target industry business,” and committing “local financial support” in an amount equal to 10% of the annual tax refund up to but not exceeding \$144,000 over the course of ADP’s eligibility as a “qualified applicant”; and

**WHEREAS**, Orange County’s “local financial support” of \$144,000 is contingent upon the City of Maitland passing a similar resolution for half of the local commitment in an amount equal to 10% of the annual tax refund up to but not exceeding \$144,000; and

**WHEREAS**, competition for ADP’s service center and headquarter operations exists outside of Florida, and financial incentives are necessary to ensure that this project comes to Orange County.

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

**Section 1.** The Board of County Commissioners of Orange County, Florida, hereby recommends that the State of Florida Department of Economic Opportunity approve ADP as a “qualified applicant” under the QTI Program.

**Section 2.** Subject to the terms of this Resolution, the Board hereby approves payments up to, but not exceeding, one hundred, forty-four thousand dollars (\$144,000) in “local financial support” required under the QTI Program. Such amount shall be payable to the Economic Development Incentives Account within the Economic Development Trust Fund as specified herein.

**Section 3.** The Board’s promise to pay the amount specified in this Resolution is contingent upon (i) appropriation by the Board in each applicable year authorizing payment of the revenues hereunder, (ii) ADP receiving the designation as a “qualified applicant” in connection with the QTI program, and (iii) on an annual basis, award by the State of Florida of tax refunds under the QTI program.

**Section 4.** Unless provided otherwise in this Resolution, the County shall pay “local financial support” in the following amounts:

FY 2016-2017	\$ 7,200
FY 2017-2018	\$ 14,400
FY 2018-2019	\$ 21,600
FY 2019-2020	\$ 28,800
FY 2020-2021	\$ 28,800
FY 2021-2022	\$ 21,600
FY 2022-2023	\$ 14,400
FY 2023-2024	\$ 7,200
Total	<u>\$ 144,000</u>



Such sums shall be paid from any legally available source or sources of revenue other than those specified in the QTI Program (or rules promulgated thereunder) as being ineligible for such purpose.

**Section 5.** In the event ADP is approved by the State of Florida for tax refunds in an amount less than the \$1,440,000 requested, the "local financial support" to be paid by the County to the Economic Development Incentives Account shall be proportionately reduced so that at no time will the County contribution exceed ten percent (10%) of the annual tax refund awarded to ADP under the QTI Program.

**Section 6.** This Resolution shall take effect upon receipt by the County of evidence that ADP has been approved as a "qualified applicant" and has become eligible for tax refunds under the QTI program, as described herein.

**ADOPTED THIS \_\_\_\_\_ DAY OF January, 2016.**

**ORANGE COUNTY, FLORIDA**

**By: Board of County Commissioners**

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

**Teresa Jacobs  
County Mayor**

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

**BY: \_\_\_\_\_  
Deputy Clerk**



Interoffice Memor

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR

4

December 30, 2015

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

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

SUBJECT: Consent Agenda Items for January 26, 2016  
FY 2016 Law Enforcement Trust Fund Expenditure  
Orange County Sheriff's Office Request

The Orange County Sheriff's Office is requesting \$157,300 from the FY 2016 Law Enforcement Trust Fund for the following purposes:

**Sheriff's Equipment:**

**Protective Podiums - \$156,300.** This request is for purchase and placement of Protective Podiums at the permanent Orange County court facilities perimeter positions. This purchase will provide enhancements to the security of the Orange County Courts facilities by establishing protective barriers for defensive maneuvers and rescue operations in case of an assault upon the facility.

**Contribution:**

**Youth Central Connection – \$1,000.** These forfeiture funds will be utilized by providing resources for at risk youth including job opportunities, mentoring programs, volunteer opportunities, radio & television production, and information about youth related problems and activities in the Central Florida area.

**ACTION REQUESTED:** Approval for the Orange County Sheriff's Office to spend \$157,300 from the FY 2016 Law Enforcement Trust Fund for the purchase of protective podiums (\$156,300), and to provide an eligible contribution to Youth Central Connection (\$1,000).

Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners  
Consent Agenda Items for January 26, 2016  
December 30, 2015  
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 4% 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*

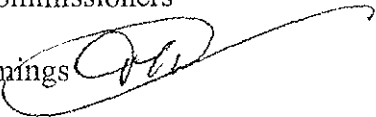
# ORANGE COUNTY SHERIFF'S OFFICE

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

November 24, 2015

RECEIVED  
LEGAL SERVICES SECTION

TO: Board of County Commissioners

FROM: Sheriff Jerry L. Demings 

SUBJECT: Law Enforcement Trust Fund (LETF) Expenditures

DEC 10 2015

ORANGE COUNTY  
SHERIFF'S OFFICE

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>
	Courthouse Facility Security Enhancements	\$156,300

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
- X   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 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

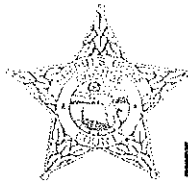
12/17/15  
Date

APPROVED:

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

\_\_\_\_\_  
Date





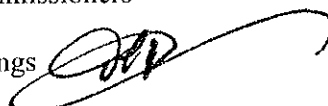
*Sheriff Jerry L. Demings*

# ORANGE COUNTY SHERIFF'S OFFICE

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

November 18, 2015

TO: Board of County Commissioners

FROM: Sheriff Jerry L. Demings 

SUBJECT: Law Enforcement Trust Fund (LETF) Expenditures

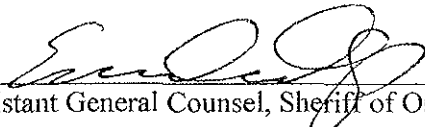
The Sheriff plans to make purchases from the Law Enforcement Trust Fund for the following items and amounts.

<u>Account No.</u>	<u>Item</u>	<u>Amount</u>
	Youth Central Connection	\$1,000.00

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

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

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

  
 \_\_\_\_\_  
 Assistant General Counsel, Sheriff of Orange County

12/11/15  
 \_\_\_\_\_  
 Date

APPROVED:

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

\_\_\_\_\_  
 Date



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





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

November 24, 2015

TO: Comptroller Andrew C. DiLoreto  
FROM: Sheriff Jerry L. Demings  
SUBJECT: Trust Fund Request – Courthouse Facilities Security Enhancements

Please develop a trust fund request for \$156,300 to fund the purchase of protective podiums for placement at the permanent Orange County court facilities perimeter positions.

The purchase of protective podiums would provide enhancements to the security of the Orange County Courts facilities by establishing protective barriers for defensive maneuvers and rescue operations in case of an assault upon the facility.

The funds would be used only for the purchase and placement of the protective podiums. There are no other costs associated with the podiums such as training, as any training would be designed and implemented by the Orange County Sheriff's Office Training Section.

Thank you for your assistance in this matter.

A handwritten signature in black ink, appearing to be "J.L.D.", written over a horizontal line.

J.L.D.

JLD/ddm  
Attachments



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

November 18, 2015

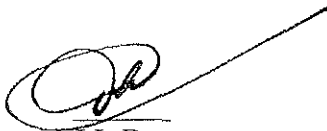
TO: Mr. Andy DiLoreto  
FROM: Sheriff Jerry L. Demings  
SUBJECT: Trust Fund Request – Youth Central Connection

Please develop a trust fund request of \$1,000.00 for the Youth Central Connection.

These forfeiture funds will be utilized by providing resources for at risk youth including job opportunities, mentoring programs, volunteer opportunities, radio & television production, and information about youth related problems and activities in the Central Florida area.

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

Thank you for your assistance in this matter.



J.L.D.

/taw  
Attachment

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

December 21, 2015

**Submissions Approved to Date**

<u>Contributions</u>	<u>Sheriff Programs/ Equipment</u>	<u>Total</u>
\$11,000.00	\$150,000.00	\$161,000.00
6.8%	93.2%	100.0%

**Submission for Approval**

**Consent Agenda - January 26, 2016**

<u>Contributions</u>	<u>Sheriff Programs/ Equipment</u>	<u>Total</u>
\$1,000.00	\$156,300.00	\$157,300.00

**YTD Submissions for Approval**

<u>Contributions</u>	<u>Sheriff Programs/ Equipment</u>	<u>Total</u>
\$12,000.00	\$306,300.00	\$318,300.00
4%	96%	100.0%

NOTE: This submission includes requests for:  
Courthouse Facility Security Enhancements - \$156,300.  
Youth Central Connection - \$1,000





Interoffice Memorandum

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR

5

January 8, 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 January 26, 2016  
Budget Amendments #16-13, #16-14, #16-15, and #16-16

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

**ACTION REQUESTED: Approval of budget amendments #16-13, #16-14, #16-15, and #16-16.**

KP/vh

Attachments



Interoffice Memorandum

January 7, 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 January 26, 2016  
Budget Amendment #16-13, Fund #7709  
Neighborhood Stabilization Program 3 – NSPS3 Escrow  
Housing and Community Development Division/Community,  
Environmental and Development Services Department

The U.S. Department of Housing and Urban Development awarded Orange County the Neighborhood Stabilization Program 3 (NSP3) in 2012. Currently, the Housing and Community Development Division has 13 properties in inventory and is expected to generate an additional income in the amount of \$1,500,000. These funds will allow the division to continue the acquisition and rehabilitation of homes under the NSP3.

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**  
7709-068-7940-6870

**Classification**  
Grants Project Income-Misc  
TOTAL REVENUES

	<b>Amount</b>
	\$ 1,500,000
	<u>\$ 1,500,000</u>

**Expenditures:**

<b>Account Number</b>	<b>Classification</b>	<b>Amount</b>
4JE-7709-068-7940-1120	Regular Salaries and Wages	\$ 91,800
4JE-7709-068-7940-1130	Other Salaries and Wages	2,200
4JE-7709-068-7940-1140	Overtime	1,500
4JE-7709-068-7940-2110	FICA Taxes	7,000
4JE-7709-068-7940-2120	Retirement Contribution	9,600
4JE-7709-068-7940-2130	Life and Health Insurance	14,200
4JF-7709-068-7940-3125	Indirect Costs	7,500
4JG-7709-068-7940-3510	Postage and Messenger Services	250
4JG-7709-068-7940-3530	Toll Charges	300
4JG-7709-068-7940-3620	Leases-Building/Structures	13,500
4JG-7709-068-7940-3720	Communications	350
4JG-7709-068-7940-3825	Internal Fleet Management Charges	500
4JG-7709-068-7940-4110	Office Supplies	800
4JG-7709-068-7940-4123	Equipment <\$1,000	200
4JG-7709-068-7940-4410	Advertising - Not Promotion	200
4JG-7709-068-7940-4412	Promotional Expenses	100
4JM-7709-068-7942-3219	Residential Rehab Construction Assistance	1,350,000
	<b>TOTAL EXPENDITURES</b>	<b>\$ 1,500,000</b>



KP/PM/vh

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



Interoffice Memorandum

January 7, 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 January 26, 2016  
Budget Amendment #16-14, Fund #7304  
Justice Assistance Grants (JAG)  
Grant/Agreement #2015-DJ-BX-0493  
Orange County Sheriff's Office

The U.S. Department of Justice awarded the Orange County Sheriff's Office the Justice Assistance Grant (JAG), in the amount of \$354,471. This grant will be used for the following: to procure self-contained breathing apparatus and equipment for the Corrections Department; to procure a technology based booking/tracking system for the Juvenile Assessment Center; to train two (2) employees at the Neighborhood Services Division on crime prevention; and for education coordination component at the Victim Service Center. The grant will also be used to support various projects within the Orange County Sheriff's Office.

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
7304-006-7077-3150	U.S. Department of Justice	\$ 354,471
	TOTAL REVENUES	<u>\$ 354,471</u>

**Expenditures:**

Account Number	Classification	Amount
7RJ-7304-006-7077-3167	Payments to Other Governmental Agencies	\$ 175,320
7RF-7304-062-7017-3420	Out of County Travel	4,276
7RD-7304-081-7085-6410	Equipment	50,000
7RA-7304-060-7015-3197	Contractual Services NOS	42,000
7RA-7304-060-7015-6440	Software	30,635
7RG-7304-006-7011-3197	Contractual Services NOS	52,240
	TOTAL EXPENDITURES	<u>\$ 354,471</u>

KP/PM/vh

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



# Interoffice Memorandum

January 7, 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 January 26, 2016  
Budget Amendment #16-15, Fund #7025  
Low Income Home Energy Assistance Program (LIHEAP)  
Agreement # 15EA-0F-12-00-01-022  
Community Action Division/Family Services Department

On June 30, 2015, the Board of County Commissioners approved the budget for the Low Income Home Energy Assistance program in the amount of \$3,117,273. The U.S. Department of Health & Human Services, through the Florida Department of Economic Opportunity, awarded a modification in the amount of \$164,056 for a total grant budget of \$3,281,329. Funding for this program is utilized to provide utility payment assistance to low-income eligible families through payments directly to home energy providers.

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
7025-062-7481-3140	Health and Human Services	\$ 164,056
	<b>TOTAL REVENUES</b>	<b>\$ 164,056</b>

## Expenditures:

Account Number	Classification	Amount
6QQ-7025-062-7482-1130	Other Salaries & Wages	\$ 6,633
6QQ-7025-062-7482-2110	FICA Taxes	507
6QQ-7025-062-7482-2120	Retirement Contribution	244
6QQ-7025-062-7482-2150	Unemployment Compensation	88
6QT-7025-062-7482-3125	Indirect Costs	697
6QR-7025-062-7482-3823	Maintenance of Computer Equipment	1,028
6QR-7025-062-7482-4110	Office Supplies	1,347
6QR-7025-062-7482-4120	Software <\$1,000	1,400
6QN-7025-062-7482-6438	Computer Equipment >\$500	2,000
6QU-7025-062-7483-2131	HSA/FSA Contribution/Health	

Mayor Teresa Jacobs  
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Consent Agenda Item for January 26, 2016  
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**Expenditures:**

<b>Account Number</b>	<b>Classification</b>	<b>Amount</b>
	Incentives	1,121
6QV-7025-062-7483-3192	Software Licensing / Support / Training Fee	582
6QV-7025-062-7483-3823	Maintenance of Computer Equipment	1,300
6QV-7025-062-7483-4110	Office Supplies	4,886
6QV-7025-062-7483-4120	Software <\$1,000	1,128
6QV-7025-062-7483-4121	Computer Equipment >\$500	1,000
6QS-7025-062-7483-6410	Equipment	10,000
6QS-7025-062-7483-6438	Computer Equipment >\$500	2,500
6QW-7025-062-7484-3215	Welfare Payments	62,234
6QX-7025-062-7486-3215	Welfare Payments	62,234
6QY-7025-062-7487-3215	Welfare Payments	3,127
	<b>TOTAL</b>	
	<b>EXPENDITURES</b>	<u>\$ 164,056</u>

KP/PM/vh

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



# Interoffice Memorandum

January 8, 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 January 26, 2016  
Budget Amendment #16-16, Fund #7056  
Community Services Block Grant (CSBG)  
Agreement # 16SB-0D-12-00-01-019  
Community Action Division/Family Services Department

On September 17, 2015, the Board of County Commissioners approved an estimated budget for the Community Services Block Grant in the amount of \$626,738. The U.S. Department of Health & Human Services, through the Florida Department of Economic Opportunities, awarded this grant in the amount of \$805,022 for a total increase of \$178,284.

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
7056-062-7540-3140	Health and Human Services	\$ 178,284
	<b>TOTAL REVENUES</b>	<b>\$ 178,284</b>

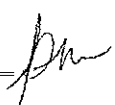
## Expenditures:

Account Number	Classification	Amount
7GE-7056-062-7541-1120	Regular Salaries and Wages	\$ 8,169
7GE-7056-062-7541-1140	Overtime	450
7GE-7056-062-7541-2110	FICA Taxes	664
7GE-7056-062-7541-2120	Retirement Contribution	601
7GE-7056-062-7541-2130	Life and Health Insurance	400
7GE-7056-062-7541-2131	HSA/FSA Contributions/Health Incentives	1,250
7GE-7056-062-7541-2200	Payments to OPEB Trust	366
7GF-7056-062-7541-3420	Out of County Travel	2,149
7GF-7056-062-7541-3510	Postage and Messenger Services	75
7GF-7056-062-7541-3820	Maintenance of Equipment	400
7GF-7056-062-7541-4010	Dues and Memberships	1,500
7GF-7056-062-7541-4110	Office Supplies	269

Mayor Teresa Jacobs  
-AND-  
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**Expenditures:**

<b>Account Number</b>	<b>Classification</b>	<b>Amount</b>
7GF-7056-062-7541-4482	Self-Insurance Charges (Property/Casualty)	497
7GP-7056-062-7545-1120	Regular Salaries and Wages	14,420
7GP-7056-062-7545-1140	Overtime	500
7GP-7056-062-7545-2110	FICA Taxes	1,141
7GP-7056-062-7545-2120	Retirement Contribution	1,254
7GP-7056-062-7545-2130	Life and Health Insurance	9,248
7GM-7056-062-7545-3215	Welfare Payments	9,600
7GM-7056-062-7545-3216	Rental Assistance Payments	8,000
7GM-7056-062-7545-3225	Child Care	610
7GM-7056-062-7545-4115	Miscellaneous Operating Supplies/Program Expenses	116,721
	<b>TOTAL EXPENDITURES</b>	<b>\$ 178,284</b>



KP/PM/vh

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





January 8, 2016

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

FROM: James E. Harrison, Esq., P.E.  
Assistant County Administrator  
Office of Regional Mobility

CONTACT: 407-836-5610

SUBJECT: January 26, 2016 - Consent Item  
LYNX Service Funding Agreement for FY 2015-2016

As part of the adopted budget for FY 2015-16, Orange County appropriated a total of \$41,431,799 to LYNX for the provision of public transportation services.

The proposed LYNX Service Funding Agreement for FY 2015-16 provides the funding necessary for LYNX to continue providing the current public transportation services and outlines the obligations of LYNX and the County, including the terms associated with the additional capital funding that was approved by the Board.

The County Attorney's Office has reviewed and approved the form of this agreement.

**ACTION REQUESTED:** Approval of Service Funding Agreement by and between Orange County, Florida and LYNX for FY 2015-16. All Districts.

JEH/lab

Attachments

c: Ajit Lalchandani, County Administrator

**SERVICE FUNDING AGREEMENT**

by and between  
**ORANGE COUNTY, FLORIDA**  
and  
**LYNX**

**THIS SERVICE FUNDING AGREEMENT ("Agreement")** is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the "**Funding Partner**" or "**County**"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter "**LYNX**").

**WITNESSETH**

**WHEREAS**, Part II, Chapter 163, Florida Statutes (the "**Local Government Comprehensive Planning and Land Development Regulation Act**"), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

**WHEREAS**, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

**WHEREAS**, increasing traffic congestion and continued population growth require mass transit service improvements; and

**WHEREAS**, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

**WHEREAS**, the Funding Partner recognizes the need to maintain and improve transit services; and

**WHEREAS**, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

**WHEREAS**, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

**WHEREAS**, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of May 19, 2015 (the "**Prior Fiscal Year Funding**");

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2014 to September 30, 2015 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

**WHEREAS**, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2015; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2015 and ending on September 30, 2016 (“Fiscal Year”) to support LYNX’s Public Transportation services for such fiscal year; and

**WHEREAS**, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

**WHEREAS**, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

**NOW, THEREFORE**, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2015 and ending on September 30, 2016.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

**“Demand Response Service”** or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

**“Fiscal Year”** or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2015 and ending the following September 30, 2016.

**“Fixed-Route Service”** means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

**“FDOT”** means the Florida Department of Transportation.

**“FTA”** means the Federal Transit Association.

**“New Appropriated Amount”** means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

**“Next Fiscal Year”** means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2016 and ending the following September 30, 2017.

**“Operating Expenses”** mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

**“Passenger Fares”** means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

**“Passenger Trips”** means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

**“Public Transportation”** means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

**“Revenue Hours”** means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

**“Revenue Miles”** means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

**"Revenue Service"** means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

**"Service Area"** means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the **"Appropriated Amount"**) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2015 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner's Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner's Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner's Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the "**Post-Termination Payment**") shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2016 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

#### 4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
  - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing:

- (A) All of LYNX's Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the



Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner:	Orange County P.O. Box 1393 Orlando, Florida 32802-1393 Attn: Ajit Lalchandani, County Administrator
With copy to:	Orange County Office of Management and Budget P.O. Box 1393 Orlando, Florida 32802-1393 Attn: Manager, OMB
With copy to:	Orange County Office of Regional Mobility P.O. Box 1393 Orlando, Florida 32802-1393 Attn: Director, Office of Regional Mobility
As to LYNX:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: Susan Black, Interim Chief Executive Officer
With copy to:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: Blanche W. Sherman, Director of Finance
With a copy to:	Akerman LLP 420 South Orange Avenue, Suite 1200 Orlando, Florida 32801 Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2016, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

**IN WITNESS WHEREOF,** the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

**[Signatures appear on following page]**

**SIGNATURE PAGE FOR FUNDING PARTNER**

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

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS  
OF ORANGE COUNTY, FLORIDA**

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

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

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

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By:   
Susan Black

Interim Chief Executive Officer

This Agreement is approved as to form for  
reliance only by LYNX and for no other  
person and for no other purpose.

Date: 9.25.2015

AKERMAN LLP,  
Counsel for LYNX

By:   
Patrick T. Christiansen, Esq. 9.24.15

### DESCRIPTION OF SERVICE AREA

The map displays District 1, Orange, Florida, with various geographical and administrative features. Key elements include:

- Geographical Features:** Renata River to the west, Lake Kissimmee to the south, and the Orange River to the east.
- Roads:** Major roads such as SR 50, SR 17, and SR 28 are clearly marked.
- Administrative Buildings:** The Orange County Jail and Orange County Courthouse are indicated.
- Other Landmarks:** The map shows various other landmarks, including the Orange County Jail, Orange County Courthouse, and several schools and parks.

The map is oriented with North at the top, and the district boundary is clearly delineated.

SOURCE: ERIK HERSH, "CHINESE TOWNSHIP VOTERS ELECTED TO GOV. POSTS,"  
 GLOBE AND MAIL, MAY 19, 2005, A1.

IN 55  
1955-1956

Shelter locations	71
Bus Stops	239
Total ridership FY 2014:	10,275,878 Annual Rides
On 23 LYNX Routes:	8,21,37,38,40,50,54,55,56, 57,105,108,111,204,300, 301,302,303,304,305,306, 427,441

The map displays District 2, Orange, which is shaded in gray. The district is bounded by the Orange River to the north and the Lake Wales River to the east. It includes the communities of Altamonte Springs, Winter Springs, and Lake Wales. Major roads shown include SR 50, SR 170, and SR 169. The map also features a scale bar and a north arrow.

1220.000

0 1.25 3.5 7 sec

0 3 6 12 km

Source: Carl F. Voss, "Extending the Power of the Hammer and the Cog  
Screw: The Case of the Ford and the American Automobile Industry,"

1970-1971  
Ford Motor Company

Shelter locations	65
Bus Stops	508
Total ridership FY 2014:	6,775,358 Annual Rides
On 18 LYNX Routes:	1,923,253,744,48,49,54, 105,106,125,301,302,405, 443,445,436N



The map shows District 3, Orange, with various streets and landmarks. Key streets include Main Street, Orange Street, and Highway 1. Landmarks include the Orange County Courthouse and the Orange County Jail. The map is labeled "District 3, Orange" in the center.

1 120,000

0 1 2 3 4 km

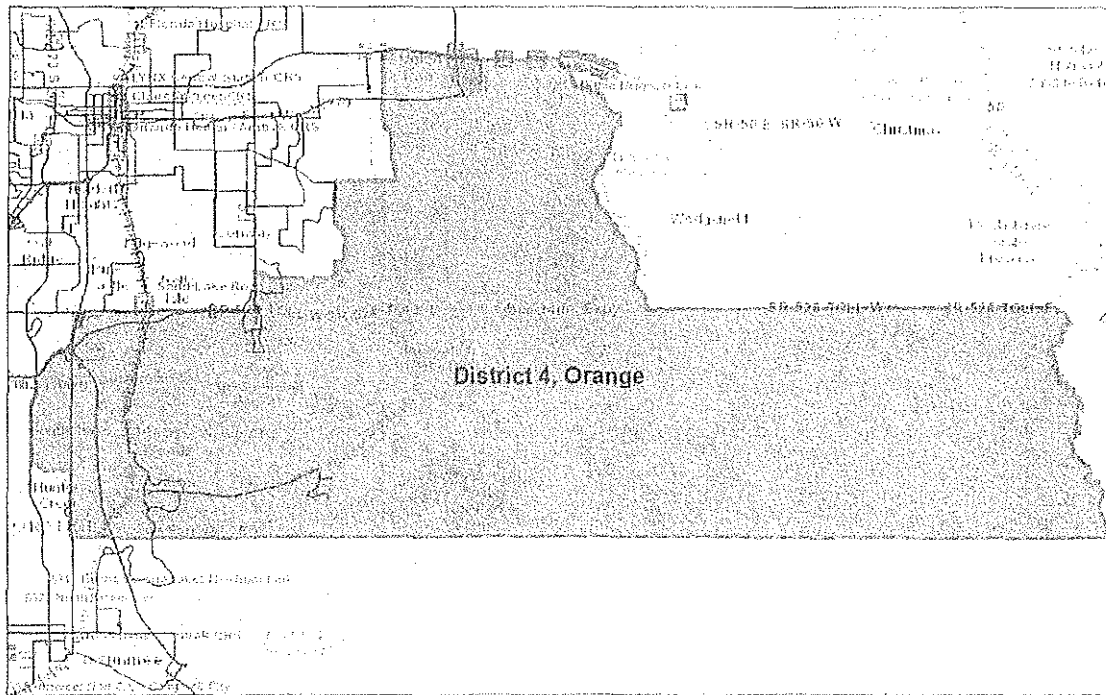
0 1 2 3 4 km

Source: from IHS, *Global Health Strategy*, prepared for  
Global Health and Policy Studies, Harvard School of Public Health

1990-2005  
1990-2005

Shelter locations	165
Bus Stops	674
Total ridership FY 2014:	14,228,188 Annual Rides
On 28 LYNX Routes:	3,678,113,15,18,28, 29,31,37,38,40,42,50,51, 62,104,107,111,204,208, 212,300,418,436S

# Orange County Commissioner District 4

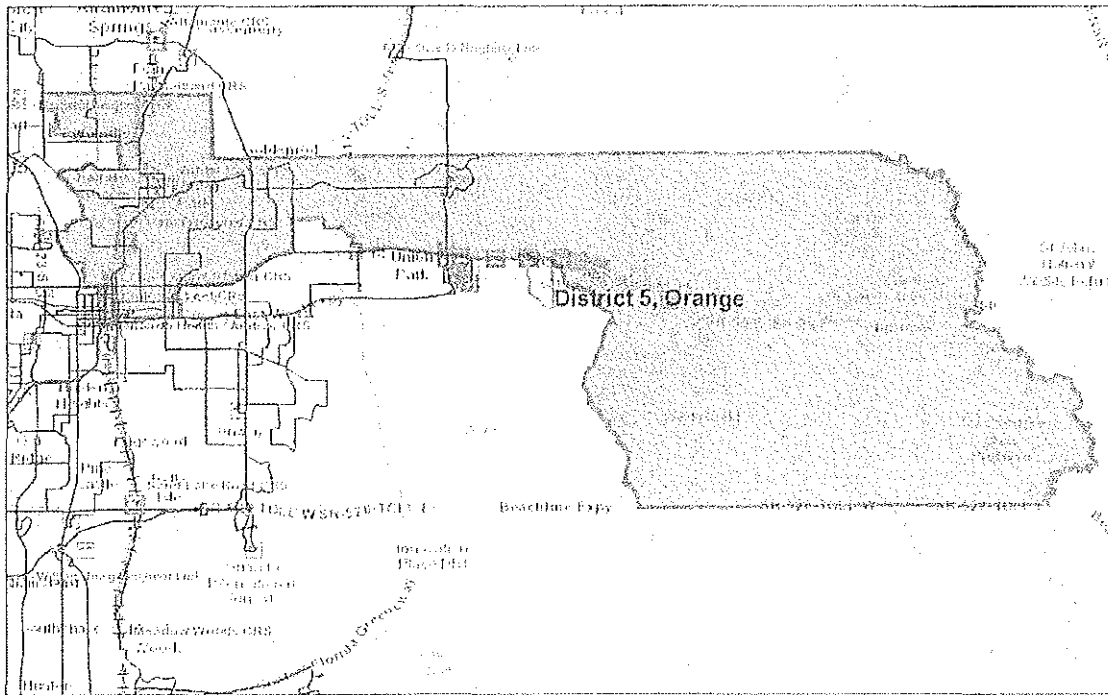


July 7, 2015

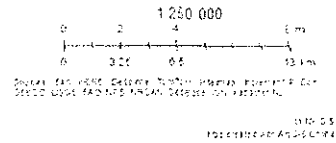
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Source: GIS Data, Orange County, California  
Copyright: 2015, Orange County, California  
DPW 05  
INTERSECTION AND DISTRICT

Shelter locations	40
Bus Stops	165
Total ridership FY 2014:	7,661,412 Annual Rides
On 18 LYNX Routes:	3,7,11,18,37,42,51,57,104, 107,108,111,208,210,212, 418,441,436S

# Orange County Commission District 5



July 7, 2015



Shelter locations	107
Bus Stops	644
Total ridership FY 2014:	19,984,666 Annual Rides
On 46 LYNX Routes:	1,3,6,7,8,9,11,13,14,15,18,20, 21,23,25,28,29,31,36,38,40,48, 49,50,51,54,62,102,104,105, 106,107,125,204,210,211,212, 300,304,313,319,434,441,443, 17-92,436S

A detailed map of District 6, Orange, Florida. The map shows the boundaries of the district, which include neighborhoods such as Gothic, Windermere, Bay Hill, and Edgewater. Major roads like US Highway 17 and State Road 50 are depicted. The map also shows the locations of various schools, including the Orange County Public Schools and the Orange County School of the Arts. The map is oriented with North at the top.

Scale: 1:150,000

0 1 2 3 4 5 km

0 1 2 3 4 5 km

Source: FAO, 1980; Google Earth; Landsat; Intermap P. Co.  
 Scale: 1:150,000; FAO, 1980; Google Earth; Intermap P. Co.

FIGURE 5  
 LOCATION OF STUDY AREA

Shelter locations	326
Bus Stops	1,099
Total ridership FY 2014:	17,960,885 Annual Rides
On 40 LYNX Routes:	7,8,11,18,20,21,24,25,31,36,37,38, 40,42,44,48,49,50,54,57,58,62,105, 106,107,108,111,125,204,208,212, 300,301,302,303,304,305,319,441, 443

**Exhibit "B"**

**DESCRIPTION OF APPROPRIATED AMOUNT**

October 2015 - September 2016      \$41,431,799

<b>FY2016 Billing Schedule:</b>	
October 2015	\$ 3,450,235
November 2015	\$ 3,450,235
December 2015	\$ 3,450,235
January 2016	\$ 3,450,235
February 2016	\$ 3,450,235
March 2016	\$ 3,450,235
April 2016	\$ 3,450,235
May 2016	\$ 3,450,235
June 2016	\$ 3,450,235
July 2016	\$ 3,450,235
August 2016	\$ 3,450,235
September 2016	\$ 3,450,230
September 2016- Maitland NL	\$ 28,984
<b>Total Annual Funding Request from County</b>	<b>\$41,431,799</b>

## ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate forty-one million four hundred thirty-one thousand seven hundred ninety-nine dollars and zero cents (\$41,431,799) to LYNX for fiscal year 2015-2016 for the provision of public transportation services within Orange County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$41,431,799 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink);
- (iii) Paratransit Service (Access LYNX); and
- (iv) A Meadow Woods LYNX route

26. Service Area means generally unincorporated Orange County, but may include, on a case-by-case basis, municipalities within Orange County, other than the City of Orlando.


Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2016 Local Funding Amounts			
	FY2016 Funding Model Amount	Prepays/ Service Changes	FY2016 Funding Agreement
<b>Operating Funding</b>			
Orange County	\$ 39,701,511	\$ 28,984	\$ 39,730,495
Osceola County	6,393,683	(204,054)	6,189,629
Seminole County	6,175,067	-	6,175,067
City of Orlando	4,046,660	(42,205)	4,004,455
City of Orlando - LYMMO	2,305,411	-	2,305,411
Subtotal	\$ 58,622,332	\$ (217,275)	\$ 58,405,057
Altamonte Springs	\$ 120,900	\$ -	\$ 120,900
Sanford	93,000	-	93,000
Lake County	259,990	-	259,990
Subtotal	\$ 473,890	\$ -	\$ 473,890
Subtotal Operating Funding	\$ 59,096,222	\$ (217,275)	\$ 58,878,947
<b>Capital Contributions</b>			
Orange County	\$ 1,701,304	\$ -	\$ 1,701,304
Osceola County	203,270	-	203,270
Seminole County	214,016	-	214,016
Subtotal	\$ 2,118,590	\$ -	\$ 2,118,590
Total Local Funds	\$ 61,214,812	\$ (217,275)	\$ 60,997,537

MEMORANDUM

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

FROM: John Petrelli, CPCU, AIC, ARM 

DATE: December 22, 2015

SUBJECT: Ratification of Intergovernmental Claims

---

The Intergovernmental Risk Management Committee at its meeting on November 5, 2015 ratified payment of claims as follows for Fiscal Years 1977/1978 through 2015/2016:

WORKERS' COMPENSATION	\$ 216,542.60
PROPERTY DAMAGE/LOSS	
GENERAL, & AUTO LIABILITY	<u>\$ 105,078.48</u>
TOTAL	\$ 321,621.08

The Intergovernmental Risk Management Committee at its meeting on November 19, 2015 ratified payment of claims as follows for Fiscal Years 1977/1978 through 2015/2015:

WORKERS' COMPENSATION	\$ 397,006.78
PROPERTY DAMAGE/LOSS	
GENERAL, & AUTO LIABILITY	<u>\$ 88,745.92</u>
TOTAL	\$ 485,752.70

The Intergovernmental Risk Management Committee at its meeting on December 3, 2015 ratified payment of claims as follows for Fiscal Years 1977/1978 through 2015/2015:

WORKERS' COMPENSATION	\$ 149,332.94
PROPERTY DAMAGE/LOSS	
GENERAL, & AUTO LIABILITY	<u>\$ 182,015.89</u>
TOTAL	\$ 331,348.83





RISK MANAGEMENT DIVISION  
Post Office Box 1393 • Orlando, Florida 32802-1393  
407-836-9640 • Fax 407-836-9630  
www.orangecountyfl.net

## MEMORANDUM

---

The Intergovernmental Risk Management Committee at its meeting on December 17, 2015 ratified payment of claims as follows for Fiscal Years 1977/1978 through 2015/2015:

WORKERS' COMPENSATION	\$ 165,380.85
PROPERTY DAMAGE/LOSS	
GENERAL, & AUTO LIABILITY	\$ 64,506.23
TOTAL	\$ 229,887.06

Action Requested:

Approval of Ratification of payment of Intergovernmental claims of November 5, 2015, November 19, 2015, December 3, 2015, and December 17, 2015 totaling \$ 1,368,609.69.





**COUNTY ATTORNEY'S  
JEFFREY J. NEWTON,**

201 South Rosalind Avenue ■ 3rd Fl  
Reply To: Post Office Box 1393  
Orlando, FL 32802-1393  
407-836-7320 ■ Fax 407-836-5888  
<http://www.ocfl.net>

I. CONSENT AGENDA  
COUNTY ATTORNEY  
1

## MEMORANDUM

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

**FROM:** Jeffrey J. Newton, County Attorney   
Wanzo Galloway Jr., Assistant County Attorney 

**DATE:** January 7, 2016

**SUBJECT:** **Consent Agenda Item for the Board Meeting on  
January 26, 2016**  
Proposed New Administrative Regulation, titled "Neighborhood Grant  
Program"

---

Attached for your review is a proposed new Administrative Regulation.


**I. EXPLANATION & SUMMARY OF PROPOSED REGULATIONS:**

At the request of the director of Health Services Department, the attached regulation was reviewed in depth by staff and revisions were made to ensure that the regulation is consistent with current practices and procedures.

It is our intent to place the proposal on the January 26, 2016, Consent Agenda for approval by the Board of County Commissioners. Please advise me of any questions, comments, or modifications you may wish to make prior to that meeting.

**II ACTION REQUESTED:**

Approval of proposed new Administrative Regulation, titled  
"Neighborhood Grant Program"

	<p align="center"><b>ORANGE COUNTY</b> <b>ADMINISTRATIVE REGULATIONS</b></p>		No.: New
			Date:
			Approved By:
Title: <b>NEIGHBORHOOD GRANT PROGRAM</b>		Page 1	of 3

## **I. POLICY**

Orange County has developed a variety of tools for the purpose of rebuilding older neighborhoods and preserving newly established neighborhoods. The Neighborhood Preservation and Revitalization Division provides funding for neighborhood organizations, nonprofit organizations and businesses to engage in small neighborhood level capital improvement projects that help restore and maintain the physical condition of Orange County neighborhoods. These tools also help to revitalize neighborhoods by bringing residents together around common goals and helping to build pride amongst the residents along with renewed care for their respective neighborhoods.

## **II. TYPES OF NEIGHBORHOOD GRANTS**

### **A. Beautification Grants**

Beautification grants are designed to improve the aesthetic quality of neighborhood entranceways. These grants may include landscaping, entranceway signage, minor entrance wall repairs, entry medians and other enhancements to the front of neighborhoods.

### **B. Repair Grants**

Repair grants are designed to restore conditions to neighborhoods that have fallen into disrepair. These grants may include neighborhood perimeter wall repairs, minor exterior housing repairs within a neighborhood, and other common repair projects.

### **C. Capital Improvement Grants**

Capital Improvement Grants are designed to help implement small scale improvements to common areas within a neighborhood. These grants may include playgrounds, shelters and pavilions, gazeboes, walking or exercise trails, picnic tables and benches, fence repair and wall pressure washing, caulking and painting, and ground and common area lighting and irrigation repairs.



## ORANGE COUNTY ADMINISTRATIVE REGULATIONS

No.: New

Page 2 of 3

### III. Eligibility

Neighborhood grants are available to neighborhood organizations and nonprofit organizations, including homeowner and condominium associations. Where otherwise indicated, grants may be available to individual citizens. Each applicant must be registered with the Orange County Neighborhood Preservation and Revitalization Division prior to submitting an application for any grant funding.

### IV. Application Criteria

In addition to specific criteria for each individual grant program, all applicants must adhere to the following:

- A. Unless otherwise indicated, each organization must have its Board of Directors, Executive Board, or voting members vote on and approve the grant application and the required community match contribution before submitting its application for consideration. A notarized copy of the minutes reflecting the approval vote must be attached to the application.
- B. Each organization must have democratically elected officers and must not discriminate based on sex, race, ethnicity, age, religion, disability or sexual orientation. Use of project funds from the neighborhood grant program by community member(s) must not require conversion to a particular faith or belief.
- C. Neighborhood organizations must make the project area improved with program grant funds (collectively referred to as "Improvement") available to the public for use. Gated communities and condominium communities may only use grant funds for entranceway improvements abutting major streets/roads. Projects shall not be placed behind gates or within communities with private streets as these areas are not open to the public.
- D. ~~With the exception of housing repair grants, the~~ maintenance of any Improvement(s) funded under this grant program shall be the sole responsibility of the ~~neighborhood/non-profit organization~~ grant recipient. The grant recipient organization must enter into a grant agreement with Orange County wherein all associated maintenance of the Improvement(s) shall be a condition of the grant award. Failure to maintain the Improvement(s) in accordance with applicable standards may result in denial of future grant funding. Improvements shall be subject to auditing which may include staff site visits.



**ORANGE COUNTY  
ADMINISTRATIVE REGULATIONS**

No.: New

Page 3 of 3

- E. It is prohibited for any officer(s) or contact person(s) to receive any financial benefit from this grant program. It is the responsibility of the applicant to notify the County of any conflicts of interests in violation of Orange County Code, policy, or Florida statutes. Grants are subject to audit by the Orange County Comptroller's office and any evidence of violation, misrepresentation or conflict of interest in the use of grant funding will result in loss of grant and/or repayment of grant funds to Orange County.
- F. There are no limits on the number of applications an organization may submit each year. Organizations shall only be awarded one grant from the Division, one time per calendar year. Organizations shall not be awarded grant funds from the Division more than two consecutive years at a time.

**V. Approval Process**

- A. All proposed grant applications shall be reviewed by Division staff prior to final submission for consideration. Such review must occur prior to the application deadline. Incomplete applications received before the application deadline will be returned to the applicant for correction and resubmittal. Incomplete applications submitted after the deadline will be returned to the applicant and will not be submitted for consideration.
- B. Completed applications will be scored and ranked by a committee of Division staff. The Neighborhood Grants Advisory Board will review the application scores submitted by staff and recommend selected grant winners to the Orange County Board of County Commissioners for final approval.
- C. The Board of County Commissioners reserves the right to deny requests for funding, even if all program guidelines and requirements are satisfied in the application.

**FOR MORE INFORMATION CONTACT:**

Neighborhood Preservation and  
Revitalization

**REFERENCE:**

None



COUNTY ATTORNEY'S  
JEFFREY J. NEWTON,

201 South Rosalind Avenue ■ 3rd F  
Reply To: Post Office Box 1393  
Orlando, FL 32802-1393  
407-836-7320 ■ Fax 407-836-5888  
<http://www.ocfl.net>

I. CONSENT AGENDA  
COUNTY ATTORNEY  
2

Deputy County Attorney  
Joel D. Prinsell

Senior Assistant County  
Attorneys  
Lila McHenry

Assistant County  
Attorneys  
Andrea Adibe  
Roberta Alfonso  
Edward M. Chew  
Anthony Cotter  
Whitney E. Evers  
Wanzo Galloway, Jr.  
Georgiana Holmes  
Katherine W. Latorre  
Peter A. Lichtman  
Scott McHenry  
Sawsan Mohiuddin  
Scott Shevenell  
William Turner

Legal Administrative  
Supervisor  
Anna M. Caban

Senior Paralegal  
Kimberly Cundiff

Paralegals  
Cathy Saravanja, CP  
Maria Vargus, ACP

## MEMORANDUM

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

FROM: Jeffrey J. Newton, County Attorney *JJN*  
Peter Lichtman, Assistant County Attorney *PL*

DATE: January 7, 2016

SUBJECT: **Consent Agenda Item for the Board Meeting on  
January 26, 2016**  
*Proposed Revised Administrative Regulations 8.07.05, titled "County  
Motor Vehicle Operations" and 8.07.06, titled "Vehicle E-Pass  
Transponder Assignment Policy"*

Attached for your review is a proposed revisions to Administrative Regulation 8.07.05 and 8.07.06.

### I. EXPLANATION & SUMMARY OF PROPOSED REGULATION:

At the request of the Orange County Administrator's Office, the attached regulation was reviewed in depth and revisions were made to ensure that the regulation is consistent with current practices and procedures.

It is my intent to place the proposal on the January 26, 2016, Consent Agenda for approval by the Board of County Commissioners. Please advise me of any questions, comments, or modifications you may wish to make prior to that meeting.

### II ACTION REQUESTED:

Approval of proposed revisions to Administrative Regulation 8.07.05 and 8.07.06, titled


"Vehicle Take-Home Assignment Policy and Vehicle E-Pass Transponder Assignment Policy.

AMC  
Attachment

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

**DRAFT**

**10/15/15 12/21/15**

 <b>ORANGE COUNTY ADMINISTRATIVE REGULATIONS</b>	No.: 8.07.05
	Date: 3/8/94
	Approved By: BCC Revised: 6/27/06; 09/20/11
Title: <b>VEHICLE TAKE-HOME ASSIGNMENT POLICY</b>	Page 1 of 4

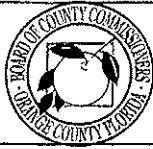
## **I. POLICY**

It is the intent of Orange County Government to provide effective and efficient usage of all County vehicles and, at the same time, provide the most effective and efficient service possible at all times. To facilitate this process, authorized individuals may be granted the use of County vehicles for transportation to and from their place of residence and their work place or in response to problems during other than normal work hours. These Regulations shall apply to all Orange County employees who are authorized to use County vehicles to commute to and from their work site and their place of residence or any portion thereof. Work site is defined as the place where the employee normally starts his/her work day. Only employees falling under the guidelines of this policy shall be authorized or allowed to use a County vehicle for take home purposes. It is the responsibility of each Division Manager and Department Director to ensure compliance with these Regulations.

## **II. PROCEDURES**

A. Take Home vehicle assignments shall meet one or more of the following criteria:

1. The employee's job duties require or permit daily travel directly from their residence to an assigned job site in lieu of reporting to their official work place first. There must be a clear benefit to the County by way of decreased vehicle mileage and/or cost savings.
2. The employee's job duties require immediate response to emergencies during off-duty hours directly from their residence and these duties cannot be safely or routinely performed without the capabilities of tools or equipment stored on or in the County vehicle. The benefit to the County must be demonstrated through the use of logs that detail specific responses and include information on dates, times, and miles traveled.
3. The employee's job duties require temporary take home vehicle assignments during periods of potential disasters, such as weather-related



## ORANGE COUNTY ADMINISTRATIVE REGULATIONS

No.: 8.07.05

Page 2 of 4

conditions, and when it is impractical or unsafe for an employee to utilize a personal vehicle or when vehicles outfitted with specialized equipment or tools are required.

### B. *Employees Who May Be Authorized:*

- Employees who, in the judgment of their Department Director, or designee thereof, serve as a part of the minimum staffing required for first response to problems within their area of employment which, if not responded to in a timely manner, could cause serious operational problems, health and/or safety hazards, and/or extensive property damage requiring immediate attention. These employees should carry specialized equipment on their take-home vehicles, such as large or unique tools, permanently installed laptops, and/or other job-related implements that cannot or should not be transported in a personal vehicle.
- Employees who, in the judgment of their Department Director, or designee thereof, would provide the County business-related efficiencies or financial savings by taking their vehicles home rather than first reporting to an assigned work location to pick up their assigned county vehicles each day.
- Supervisors who, in the judgment of their Department Director, or designee thereof, are required to respond, on a frequent basis, to problem areas in support of the "first response team."

### C. *Employees Who May Not Be Authorized:*

- Employees who are receiving mileage reimbursement or additional salary in lieu of such reimbursement for the full-time usage of their personal vehicle.
- ~~Positions which~~ Employees who have been authorized for this type of to take home a County vehicle, usage, but who have not met the required minimum average of three (3) after-hours responses per month during the previous year, unless justified. However, on a case-by-case basis by the Department Director may justify the employee's use of such vehicle to the County Administrator or designee if this requirement is not met.





## ORANGE COUNTY ADMINISTRATIVE REGULATIONS

No.: 8.07.05

Page 3 of 4

- Employees who are not in possession of a valid Florida operation/commercial license of the type required to legally operate the vehicle to which they are assigned.
  - Employees who reside more than ten (10) miles outside of the limits of Orange County, measured by the shortest distance on public roadways. This measurement will be made by the Office of Management & Budget utilizing Google Maps software, which will be the only acceptable methodology for this measurement.
- D. The County Administrator or designee, Office of Management and Budget, and Payroll Department will be furnished a listing annually from the Division Manager through their Department Director, of all employees/positions to be assigned vehicles for this type of usage, the vehicle number, and the justification for each such authorization. This listing will be submitted by all divisions, regardless of amount of usage of "take home" vehicles. ~~Quarterly notification will be made of any permanent changes to this list incurred during the previous quarter.~~
- E. No later than July 31 of each year, employees who take home county vehicles as part of their official duties, whether they do so permanently or on a rotational basis, shall complete the "Take-Home Vehicle Authorization Form". The form shall be signed by the employee and the applicable Department Director and submitted to the ~~Vehicle Requirements Utilization Committee ("VRUC")~~ OMB for review. The VRUCOMB shall either grant approval for continued use of the take-home vehicle if the necessary requirements are met or, based on the information provided if it is determined that the necessary requirements are not met, submit the request to the Vehicle Requirements Utilization Committee (VRUC) Chairman with a recommendation to deny, rescind approval for the take-home vehicle. The VRUC Chairman shall review the submitted information and make a determination regarding the request. Upon approval by the VRUC, the employee shall be deemed authorized to take home the specified County vehicle(s). If the authorization request is ~~denied by the VRUC~~, it is the responsibility of the Department Director to evaluate the appropriateness of the take-home vehicle and either appeal to the County Administrator or designee or make operational changes as necessary.
- F. Work order files, production sheets, time sheets, and/or other documentation designated by the Division ~~will~~ may be used to ascertain that vehicle usage criteria is satisfied. Records shall be maintained for three (3) years.



## ORANGE COUNTY ADMINISTRATIVE REGULATIONS

No.: 8.07.05

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- G. If an employee authorized for this type of usage of a County vehicle resides outside Orange County, a request for authorization for the vehicle to be taken outside the County must be completed. Take-Home Vehicle Authorization Form must be completed and submitted to OMB *prior* to the vehicle being taken out of the County. This request, in writing, should be made by the affected employee's Division Manager, through the Department Director to the County Administrator's Office. It should include the name and position of the person involved, the address and county to which the vehicle is being taken, and the reason for, and estimated length of time for this usage.
- H. Employees authorized for take-home use of a non-exempt vehicle will have \$3.00 per day added to their gross wages in accordance with the tax law.
- I. Take home vehicles must be parked in a driveway or parking lot when not in use. During vacations, holidays, or other periods when an employee will be off duty and away from his/her residence for a period of seven (7) calendar days or more, the employee's assigned take home vehicle should be parked at an Orange County facility designated and approved by the employee's Supervisor.
- J. Remote Parked Vehicles are defined as those vehicles that are assigned to specific individuals and, when not in use, are parked at County locations that are not their primary work sites. Remote Parked Vehicles are appropriate when the parking location creates time or money saving efficiencies for the County. This regulation 8.07.05, including all necessary reviews and approvals, shall apply to Remote Parked Vehicles. Employees assigned vehicles that are deemed to be "Remote Parked" shall complete all requirements in Paragraph E as well as submit additional justification that includes a cost-benefit analysis highlighting the benefit to the County for parking the vehicle somewhere other than the primary work site. Components of the cost-benefit analysis may include but are not limited to drive times, parking proximity to work sites, and fuel usage. The employee shall be deemed to have started work upon arrival at the Remote Parked Vehicle location.


**FOR MORE INFORMATION CONTACT:** Fleet Management Division, Administrative Services  
Department; Office of Management and Budget

**REFERENCE:** None

s:\official\rev 2006 versn\proposed new or revised admin-execord\08-07-05.rtf

**DRAFT**

**~~10/15/15~~ 12/21/15**

 <b>ORANGE COUNTY ADMINISTRATIVE REGULATIONS</b>	No.: 8.07.06
	Date: 3/8/94
	Approved By: BCC Revised: 6/27/06; 09/20/11
Title: <b>VEHICLE E-PASS TRANSPONDER ASSIGNMENT POLICY</b>	Page 1 of 3

## **I. POLICY**

It is the intent of Orange County Government to provide the most effective and efficient service possible at all times. To facilitate this process, the County uses ~~Orlando-Orange County~~ Central Florida Expressway Authority (Expressway Authority) E-Pass transponders for tolls incurred on local expressways. The County is billed ~~monthly~~ periodically by the Expressway Authority. E-Pass transponders shall be assigned to County vehicles and are to be used by authorized operators of those vehicles to charge tolls for on-duty/on-call transportation. E-Pass transponders may also be assigned to County employees who are authorized to use their privately owned vehicles for on-duty transportation. Any request for exceptions to this policy must be approved by the County Administrator or designee. Requests must be in writing prior to the incident or, in the case of an emergency, within 24 hours of the incident.

## **II. PROCEDURES**

- A. An employee may be authorized to use a County E-Pass transponder if he/she is authorized to operate a County vehicle to which an E-Pass transponder has been assigned by the Division Manager and approved by the Department Director.
- B. An employee may also be authorized to use a County E-Pass transponder if he/she is using a personal vehicle and has been assigned an E-Pass transponder by the Division Manager and approved by the Department Director.
- C. The Expressway Authority E-Pass application form used to procure an E-Pass transponder must be completed by the Division Manager and submitted through the Department Director.
- D. In order to ensure accountability of E-Pass transponders, ~~Divisions Managers through their Department Directors, will maintain provide the County Administrator, or designee, an annual listing of all County vehicles and employees~~



## ORANGE COUNTY ADMINISTRATIVE REGULATIONS

No.: 8.07.06

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~~to which E-Pass transponders are assigned under their division's ownership. The listing should account for all outstanding E-Pass transponders showing each County assigned vehicle number and license plate number for the E-Pass transponder assigned to a vehicle, each employee's name for the E-Pass transponder assigned to an employee, and the assigned E-Pass transponder number and justification for approval. The E-Pass transponder listing shall be submitted by all Divisions using E-Pass transponders. Quarterly notification shall be made of any permanent changes to this list during the previous quarter. This listing should be available to County Administration upon request.~~

- E. Division Managers shall ensure that E-Pass transponders are used only for the purpose and in the manner intended.
- F. E-Pass transponders issued to County divisions shall be assigned to specific County vehicles and to other authorized employees for on-duty transportation.
- G. When a vehicle is replaced or otherwise taken out of service, it shall be the responsibility of the department owning the vehicle to deactivate and remove the E-pass transponder from the vehicle as soon as practical. If the vehicle being replaced has been approved to remain in the departments fleet as a pooled vehicle (as defined in Administrative Regulation 8.07.07) and the department determines there is still a need for an E-pass transponder in the vehicle, the E-Pass transponder may remain in the vehicle and active until the need no longer exists or until the vehicle is disposed of, whichever comes first. ~~When a vehicle is replaced, the E-Pass transponder, if portable, will be re-assigned to the new vehicle and the change shall be forwarded to the Expressway Authority. The annual listing shall be updated to reflect the change. When an employee's employment status or duties changes and the employee is no longer eligible to use the E-Pass transponder, the E-Pass transponder, if portable, must be removed and deactivated, returned to the Division Manager, for re-assignment or cancellation. The annual listing shall be updated to show the change.~~
- H. Precautionary efforts shall be made to prevent loss or damage to the E-Pass transponder due to improper usage or negligence. E-Pass transponders should remain with assigned vehicles and in possession of employees who are assigned transponders. The E-Pass transponders shall be affixed to the windshields of vehicles below or slightly to the left or right of the rear view mirror so as not to impede the driver's vision or block the view of drive cameras that might be



## ORANGE COUNTY ADMINISTRATIVE REGULATIONS

No.: 8.07.06

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installed in the vehicle. The operator is responsible for ensuring the E-Pass transponder is operable. ~~When a vehicle is reassigned or replaced, the operator at the time is responsible for removing the E-Pass transponder, if portable, and placing it in the new vehicle.~~

- I. A lost, stolen, damaged, or canceled E-Pass transponder shall be expeditiously reported to the Division Manager through the employee's chain of command. The Division Manager or his or her designee will then notify the Expressway Authority concerning a lost, stolen, damaged or canceled E-Pass transponder.
- J. Managers or designees shall review each ~~monthly~~ bill received from the Expressway Authority for reasonableness in comparison to the average amount of prior ~~months'~~ bills and their awareness of the relevant level of transportation activities for their divisions. ~~If, in the judgment of the manager, the monthly bill seems unreasonable, the manager shall notify the Expressway Authority in writing.~~
- K. The model of E-Pass transponder utilized in all county-owned vehicles shall be one that is permanently affixed to the vehicle. No portable E-Pass transponder models shall be utilized in county-owned vehicles without the prior consent of the County Administrator or designee.

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**FOR MORE INFORMATION CONTACT:**

Office of Management & Budget; Fleet  
Management Division, Administrative  
Services Department

**REFERENCE:**

None



COUNTY ATTORNEY  
JEFFREY J. NEWTON

I. CONSENT AGENDA  
COUNTY ATTORNEY  
3

201 South Rosalind Avenue ■ 3rd I  
Reply To: Post Office Box 1393  
Orlando, FL 32802-1393  
407-836-7320 ■ Fax 407-836-5888  
<http://www.ocfl.net>

Consent Agenda Item

MEMORANDUM

**TO:** Mayor Teresa Jacobs  
and  
County Commissioners

**FROM:** Lila I. McHenry, Senior Assistant County Attorney  
Contact: (407) 836-7320

**DATE:** January 8, 2016

**RE:** Consent Agenda Item for Board Meeting on January 26, 2016 -  
Resolution regarding the Orange County Emergency Medical Services  
Advisory Council

**I. BACKGROUND:**

In October, 1972, the Board of County Commissioners created the Orange County Emergency Medical Services Council (EMSAC) as a county advisory board. Over the years the Board has adopted eight amending resolutions revising the functions and composition of the EMSAC. Since the initial creation of the EMSAC, extensive advances in the county emergency medical services system have occurred and the services of the Emergency Medical Services Office and Medical Director are now provided by County employees rather than through contractual arrangements.

**II. EXPLANATION:**

The membership of the EMSAC is largely comprised of public safety and emergency medical services professionals whose job positions necessitate their ongoing participation in and membership on the EMSAC. The term limits contained in the county advisory council ordinance have made it increasingly difficult to appoint the appropriate emergency medical professionals to the EMSAC. With the concurrence of the MMRB, staff has recommended removing the EMSAC's status as an advisory board appointed by the Board of County Commissioners. Obviously, the EMSAC will continue to comply with the Sunshine Law and Public Records Law.

The resolution revises the membership of the EMSAC from 13 to 18 members, as follows:

- The Orange County Fire Rescue Chief;
- The City of Orlando Fire Chief;

- Representatives from the 8 signatories in the EMS System including Apopka, Ocoee, Winter Garden, Winter Park, Maitland, Rural Metro Ambulance, Reedy Creek Improvement District and GOAA;
- One member from each of the three entities operating licensed hospitals in the County;
- The 3 Chairs of the standing committees of the EMSAC (CPR/AED Outreach, Medical Control and Operations);
- A representative for EMT education selected by Valencia College; and
- The EMS Medical Director, as a non-voting member.

The primary functions of the EMSAC will continue to be strategic planning for the emergency medical services system and evaluating and forwarding to appropriate authorities recommendations received by the Advisory Council from its standing committees.

This item should be pulled for consideration after the public hearing on the ordinance relating to Emergency and Non-Emergency Medical Care and Transportation.

**III. ACTION REQUESTED:**      **Approval of Resolution of the Orange County Board of County Commissioners regarding the Orange County Emergency Medical Services Advisory Council; Reconstituting Such Board as to Duties, Number of Members and Membership Qualifications; Reorganizing the Board's Responsibilities and Authorities; effect of Resolution to replace and supersede all prior Resolutions concerning the Emergency Medical Services Advisory Council; and providing an effective date**

Attachment

c: Ajit Lalchandani, County Administrator  
Jeffrey J. Newton, County Attorney  
George Ralls, M.D., Deputy County Administrator  
Christopher Hunter, M.D., Director, Health Services Department

s:\lmchenry\ordinanceresolution\EMSAdvisoryCouncil\AgendaMemos\MemotoMayor&BCC\_EMSAC Resolution

# RESOLUTION

*of the*  
**ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**  
*regarding*  
**THE ORANGE COUNTY EMERGENCY MEDICAL SERVICES  
ADVISORY COUNCIL; RECONSTITUTING SUCH BOARD AS  
TO DUTIES, NUMBER OF MEMBERS AND MEMBERSHIP  
QUALIFICATIONS; REORGANIZING THE BOARD'S  
RESPONSIBILITIES AND AUTHORITIES; EFFECT OF  
RESOLUTION TO REPLACE AND SUPERSEDE ALL PRIOR  
RESOLUTIONS CONCERNING THE EMERGENCY MEDICAL  
SERVICES ADVISORY COUNCIL; AND PROVIDING AN  
EFFECTIVE DATE**

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

**WHEREAS**, on October 3, 1972, the Board of County of County Commissioners, created the Orange County Emergency Medical Services Council as a county advisory board; and

**WHEREAS**, the Board of County Commissioners has subsequently adopted resolutions on June 25, 1981, April 20, 1982, January 3, 1984, September 3, 1985, December 22, 1986, September 3, 1993, September 21, 1999, and December 20, 2005 relating to such Council; and

**WHEREAS**, such Council is now named the Orange County Emergency Medical Service Advisory Council (the "EMSAC") pursuant to Section 20-56 of the Orange County Code; and

**WHEREAS**, extensive advances in the county emergency medical services system have occurred since the initial creation of the EMSAC and the services of the Emergency Medical Services Office and Medical Director are now provided by County employees rather than through contractual arrangements; and

**WHEREAS**, the membership of the EMSAC is largely comprised of public safety and emergency medical services professionals whose job positions necessitate their ongoing participation in and membership on the EMSAC; and



**WHEREAS**, the provision of emergency medical services within Orange County and the operation and maintenance of the county emergency medical services system are matters of paramount importance to the residents of, and visitors to, Orange County; and

**WHEREAS**, any capitalized terms not defined in this Resolution shall have the meanings ascribed to such terms in Chapter 20, Article III of the Orange County Code: Emergency and Non-Emergency Medical Care and Transportation; and

**WHEREAS**, the Board of County Commissioners now desires to adopt this resolution superseding all previous resolutions relating to the EMSAC and to reorganize and revise the duties and responsibilities of the EMSAC.

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

***Section 1. Reconstitution of Present Orange County Emergency Medical Services Advisory Council.*** Effective upon the adoption of this Resolution the terms of the present members of the Orange County Emergency Medical Services Advisory Council ("EMSAC"), as the same presently exists, shall be terminated. The EMSAC, which is by necessity comprised of public safety and emergency medical services professionals whose jobs necessitate ongoing participation in the EMSAC, shall not be an advisory council within the meaning of Section 2-201 of the Orange County Code and members shall not be subject to Membership Mission and Review Board approval. The EMSAC shall comply with Florida Government in the Sunshine Law, Florida Public Records Law and shall adopt rules and procedures for the conduct of its meetings.

***Section 2. Membership.*** The membership of the EMSAC shall consist of eighteen (18) members, seventeen of whom shall be voting ex-officio members. Membership shall be as follows:

1. The Chief of the Orange County Fire Rescue Department shall serve as an ex-officio voting member of the Advisory Council.

2. The Chief of the City of Orlando Fire Department shall serve as an ex-officio voting member of the Advisory Council.

3. Eight (8) voting members shall be representatives from every signatory participating in the Emergency Medical Services System (other than Orange County and the City of Orlando), including the cities of Apopka, Ocoee, Winter Garden, Winter Park, and Maitland, and Rural Metro Ambulance, Reedy Creek Improvement District and the Greater Orlando Aviation Authority. Such representatives shall be appointed by the signatory entity.

4. Each of the three entities currently operating a licensed hospital located in Orange County shall have one ex-officio voting member representing such hospital who shall be an hospital employee appointed by the hospital.

5. One member shall be the Chairman of the CPR/AED Outreach Committee of the Advisory Council serving as an ex-officio voting member of the Advisory Council. The CPR/AED Outreach Committee is provided for in Section 4 hereof. The CPR/AED Outreach Committee shall select its Chairman.

6. One member shall be the Chairman of the Medical Control Committee of the Advisory Council serving as an ex-officio voting member of the Advisory Council. The Medical Control Committee is provided for in Section 4 hereof. The Medical Control Committee shall select its Chairman.

7. One member shall be the Chairman of the Operations Committee of the Advisory Council, serving as an ex-officio voting member of the Advisory Council. The

Operations Committee is provided for in Section 4 hereof. The Operations Committee shall select its Chairman.

8. One non-voting member shall be the County EMS Medical Director serving as an ex-officio member of the Advisory Council.

9. One ex-officio voting member shall be appointed by Valencia College as a representative for EMT education.

**Section 3. Duties and Responsibilities of the Orange County Emergency Medical Services Advisory Council.** The Orange County Emergency Medical Services Advisory Council shall be charged with the primary functions of (i) strategic planning for the emergency medical services system and (ii) evaluating and forwarding to appropriate authorities those recommendations received by the Advisory Council from its standing committees created in Section 4 hereof, namely the Medical Control Committee, the Operations Committee and the CPR/AED Committee. The Advisory Council, when evaluating recommendations from its standing committees, shall forward such recommendations as received from its standing committees without change in such recommendations unless the Advisory Council first returns a questioned recommendation to the appropriate committee accompanied by reasoned and articulated comments indicating the reasons for the Advisory Council's disagreement with such recommendation.

The Advisory Council shall be vested with the following duties and responsibilities:

1. To survey, study, evaluate and provide recommendations to the Orange County Office of the Emergency Medical Services Medical Director (OMD) for improving

all aspects of the emergency medical services system in Orange County. Further, the Advisory Council may provide recommendations on any such matter at any time to the Orange County Emergency Medical Services Medical Director and/or the county administrator. The Advisory Council shall submit an annual report of its activities to the board of county commissioners.

2. To review and make recommendations to the OMD concerning budget and use of Florida EMS Awards funds.

**Section 4. Advisory Council Standing Committees and By-laws.** The Board of County Commissioners recognizes that the areas of responsibility assigned to the Advisory Council require medical expertise, knowledge of emergency medicine, communications and systems operation. Accordingly, the Advisory Council is granted the authority to establish its own by-laws and operating procedures, including reasonable bylaws for determining a quorum. The Advisory Council shall establish the following standing committees:

1. A Medical Control Committee which shall be chaired by that person elected as Chairman by the Committee. The EMS Medical Director shall be an ex-officio voting member of the Medical Control Committee. The Medical Control Committee shall be charged with original jurisdiction within the Advisory Council to consider and make recommendations to the Advisory Council concerning the following matters within, or pertinent to, the emergency medical services system.

a. The establishment of medical control policies, procedures and treatment protocols.

b. Consideration of education, training, quality improvement, research and data collection issues.

c. The establishment of standards for quality pre-hospital care for the emergency medical services system.

2. An Operations Committee which shall be chaired by that person elected as Chairman by the Committee. The EMS Medical Director shall be an ex-officio non-voting member of the Operations Committee. The Operations Committee shall be charged with original jurisdiction within the Advisory Council to consider and make recommendations to the Advisory Council concerning the following matters within, or pertinent to, the emergency medical services system:

a. The development of operating procedures for the emergency medical services system;

b. The evaluation of, and recommendations upon, emergency medical service equipment standards for the emergency medical services system;

c. Advice to the OMD and the Advisory Council on the operational impact of medical control policies, procedures and treatment protocols;

d. Advice to the OMD and the Advisory Council on the operational impact of education, training, quality improvement and data collection issues; and

e. Provision of operational input into the establishment of the standard of quality for pre-hospital medical care and medical dispatch for the emergency medical services system.

3. A CPR/AED Outreach Committee which shall be chaired by that person elected as Chairman by the Committee. The EMS Medical Director shall be an ex-officio

voting member of the CPR/AED Outreach Committee. The CPR/AED Outreach Committee shall be charged with original jurisdiction within the Advisory Council to consider and make recommendations to the Advisory Council concerning the following matters within, or pertinent to, the emergency medical services system:

- a. The establishment of a public access defibrillation program for the emergency medical services system;
- b. Consideration of CPR/AED education, community CPR/AED training, research and data collection issues; and
- c. Advice to the OMD and the Advisory Council on the impact of local, state, and federal legislative policies regarding CPR/AED issues.

4. Any Advisory Council committee or subcommittee shall have the right to enlist members of the emergency medical services community to support or advise such committee or subcommittee; provided, however, that the composition of such committees or subcommittees shall, at a minimum, consist of the following members:

- a. EMS Medical Control Committee Membership:
  - 1) One (1) physician representative from each of the hospitals in Orange County, who receive EMS patients, appointed yearly by the hospital's Medical Director and/or Chief of Medical Staff at the hospital. The physician shall have experience and interest in emergency medical care/systems.
  - 2) One (1) physician representative from an appropriate physician constituency group. The Physician shall have experience and interest in emergency medical care/systems.

3) One (1) physician medical director/advisor from each Orange County designated ALS provider agency that has contracted for such service.

4) Orange County EMS Medical Director

b. EMS Operations Committee Membership:

1) One (1) member from each ALS Service provider;

2) One (1) member from each BLS service provider that does not also offer ALS services;

3) One (1) member from each of the hospitals in Orange County (this liaison should be able to discuss system issues involving their patient population in Orange County);

4) One (1) member representing the non-emergency transport providers;

5) One (1) liaison from Medical Control Committee; and

6) One (1) non-voting member from the OMD.

c. CPR/AED Outreach Committee Membership:

1) One (1) member from one (1) ALS Service provider;

2) One member representing a CPR/AED community advocate group;

3) One (1) member representing American Heart Association course Instructors;

4) The OMD Training Center Coordinator; and

5) One (1) non-voting member from the OMD.

**Section 5. Effect of Resolution.** This resolution replaces and supersedes all prior resolutions of the Board of County Commissioners regarding the Emergency Medical Services Advisory Council or any predecessor board.

**Section 6. Effective Date.** This resolution shall become effective upon the date of 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

S:\LMcHenry\OrdinancesResolutions\EMS Advisory Council\RESOLUTIONfinal111815.doc





## Interoffice Memo

To: Mayor .....  
and Board of County Commissioners

From: Kathie Canning, Executive Director, Convention Center *Kathie Canning*

Contact: Marc A. Cannata, P.E., Capital Planning/Building Systems Manager,  
Convention Center

Date: January 13, 2016

Subject: Consent Agenda Item for January 26, 2016 BCC Meeting Contract  
Y13-7019 with RUSH Construction, Inc.

**Purpose:** The purpose of Change Order No. 3 is for additional construction services for unforeseen conditions.

**Background:** On July 2, 2013, the Board awarded Contract Y13-7019 to RUSH Construction, Inc. in the amount of \$1,861,000, for the Orange County Convention Center West Building Hall D Air Handler Unit Replacement project. The scope of work included the labor, equipment, tools and incidental materials for the demolition, removal, and disposal of the existing air handler units and installation of 12 air handler units.

During the installation of the project, the new air handler units were delivered in components that were designed to fit through specific engineered openings. However, the actual openings for three of the 12 units were not large enough to allow them to be hoisted into place. Consequently, the new air handler units had to be disassembled and then reassembled once they were positioned in the mechanical rooms. Furthermore, due to an upcoming scheduled show event the Contractor had to exert additional labor hours beyond the allowable contract amount to complete the project on time.

Previous Actions to this contract:

Action	Amount	Comments
Contract No. Y13-7019	\$1,861,000.00	BCC approved award of contract on July 2, 2013.
Change Order No. 1	\$78,000.00	Change Order 1 was to reimburse for construction services due to unforeseen conditions.
Change Order No. 2	10% to 5%	Change Order 2 was to reduce retainage.
<b>Subtotal:</b>	<b>\$1,939,000.00</b>	
Proposed Change Order No. 3:	<b>\$53,258.00</b>	Change Order 3 is to compensate the contractor for additional work performed for the disassembling and re-assembling three air handler units.
Proposed Final Contract Amount:	<b><u>\$1,992,258.00</u></b>	

**Action requested:** Approval of Change Order No. 3, Contract Y13-7019 with RUSH Construction, Inc. in the amount of \$53,258, for a revised contract amount of \$1,992,258.

cc: Ajit Lalchandani, County Administrator  
Johnny Richardson, Manager, Procurement Division  
Terry Devitt, Assistant Director, Convention Center  
Kris Shoemaker, Chief Financial Officer, Convention Center

**ORANGE COUNTY PURCHASING AND CONTRACTS  
CHANGE ORDER REQUEST FORM**

<b>DATE</b>	<b>DEPARTMENT/DIVISION</b>	<b>CONTACT NAME</b>	<b>CONTACT PHONE</b>
12/14/2015	035 - Convention Center/Capital Planning	Dom P. Sotero	407-685-7210
<b>CHANGE ORDER NO.</b>	<b>VENDOR</b>	<b>DOCUMENT NO.</b>	<b>DOOC</b> <b>POOC</b> <b>CONTRACT NUMBER</b>
3	RUSH Construction Inc.	G137019	<input checked="" type="checkbox"/> Y13-7019
<b>ORIGINAL DOCUMENT APPROVAL BUYER/PA/CA NAME</b>			
Marsha Mussoff			

**INCREASE, DECREASE OR DELETE COMMODITY LINE**

CMDTY. LINE NO.	ACTION	PREVIOUS LINE DOLLAR AMOUNT	NEW LINE DOLLAR AMOUNT	COMMODITY LINE DESCRIPTION/COMMENTS	NET DOLLAR CHANGE
1	INCREASE- Quantity			OCCC West Bldg Hall D Air Handler Replacement	
	FROM	\$1,839,000.00			
	TO	\$1,992,258.00	\$1,992,258.00		\$53,258.00
	FROM				\$0.00
	TO				\$0.00

**ADD COMMODITY LINE**

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

**ACCOUNTING LINE CHANGE**

CMDTY. LINE NO.	ACCTG. LINE NO.	FROM AMOUNT	FROM ACCOUNTING LINE	TO AMOUNT	TO ACCOUNTING LINE

**OTHER CHANGES**

DESCRIBE
None

**ENCUMBERED/DE-ENCUMBERED (REQUIRED FOR ALL TRANSACTIONS)**

ORIGINAL PO/DO AMT.	NET DOLLARS PREVIOUS C/O	NET DOLLARS FOR THIS C/O	DOCUMENT TOTAL AFTER THIS C/O
	<input checked="" type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	<input checked="" type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	
\$1,861,000.00	\$78,000.00	\$53,258.00	\$1,982,258.00

**CONTRACT AMOUNT**

AWARD AMOUNT	NET DOLLARS PREVIOUS C/O	NET DOLLARS FOR THIS C/O	CONTRACT TOTAL AFTER THIS C/O
	<input checked="" type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	<input checked="" type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	
\$1,861,000.00	\$78,000.00	\$53,258.00	\$1,982,258.00

- ☐ CANCEL ENTIRE PO/DO
- ☐ DO NOT MAIL VENDOR COPY

**JUSTIFICATION (REQUIRED FOR ALL TRANSACTIONS)**

Additional construction cost due to unforeseen conditions.

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

VENDOR/ CONTRACTOR AUTHORIZATION

DEPARTMENT APPROVAL SIGNATURE

DATE:

DATE:

**OFFICIAL PURCHASING AND CONTRACTS USE ONLY**

PURCHASING AND CONTRACT APPROVAL:

DATE:

ADD THE FOLLOWING TEXT TO PO/DO:

TRACK CHANGES: ☐ YES ☐ NO

CHANGE AWARD AMOUNT TO :



## Interoffice Memorandum

Date: 20 November 2015

To: Marc A. Cannata, P.E., Capital Planning/Building Systems Manager

From: Kurt Kotzin, P.E., Project Manager

Subject: Project Y13-7019

Orange County Convention Center / West Building Phase I AHU Replacement

Original Contract Value: \$1,861,000

***Change Order #3 – Final Settlement Proposal - \$53,258.00***

***Subunit 0966-02***

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Project Facts:	Base Award:	\$ 1,861,000.00
	Change Order #1:	Retainage reduction to 5%
	Change Order #2:	\$ 78,000.00
	Current Value:	\$ 1,939,000.00
	Contingency: 5% of \$1,861,000	\$ 93,050.00
	Contingency Used:	\$ 78,000.00
	Contingency Remaining:	\$ 15,050.00

Orange County contracted with RUSH Construction, Inc. on July 15, 2013, to remove and replace the air handlers in Phase I of the Orange County Convention Center (OCCC). For the most part, it was a successful project completed on time with minimal impact to the shows that were scheduled at the same time as the installation process.

During the design of the project, the engineers worked with Trane to coordinate the installation as the new air handler units (AHUs) were delivered in components (shipping splits) that were designed to fit through specific engineered openings. Actual field conditions encountered (railings, suspended lights, conduits) prevented the shipping splits to be hoisted as graphically depicted on the drawings for three of the locations (AHUs 2, 5, and 12). It was then necessary to disassemble the new AHUs into small components on the exhibit hall floor, and then to reassemble the pieces once they were hoisted to the mechanical rooms located at the catwalk level.

In December 2013, the Contractor requested additional compensation for the efforts to disassemble the units (the technical term is panelization) in the amount of \$249,118.00. We then reviewed the request for compliance with the terms and conditions of the contract and informed the Contractor that there was only partial entitlement.

RUSH responded to OCCC by resubmitting a revised proposals on both January 27, 2014 and February 24, 2014, seeking additional compensation of \$240,888.00. RUSH continued to maintain that they were entitled to additional cost for all 12 AHUs.

We evaluated RUSH's February 24, 2014, proposal and clarified the following cost breakdown:

- Approximately \$146,852, for additional labor, of which \$72,419 is attributed to overtime costs.
- \$50,539 for additional material and equipment.
- \$5,379 associated with expendables.
- \$3,032 in additional taxes.
- \$2,385 for increase to the performance bond.
- \$32,119 for Overhead and Profit for RUSH and its subcontractor Precision Air Conditioning.

In March 2014, after many meetings and telephone discussions, we sent a correspondence to RUSH informing them that Capital Planning did not agree with their position, which was the 12 AHUs were provided in a manner inconsistent with the bid documents. The memo explained that "after evaluating the design requirements and the associated shipping splits for the AHUs, that in three locations (AHUs 2, 5, and 12) the shipping splits could not be installed as provided and that the Contractor would have had to perform more work..." and "...based upon the three locations above, OCCC will evaluate appropriately documented costs attributable to accommodating the difference between what it would have cost the contractor to install the units as designed and the cost of the resultant additional work."

RUSH then provided supporting documents from their subcontractor, Precision Air Corporation (P-A-C) of Brevard, indicating that it had expended 12,629 straight time hours and 2,479 overtime hours for a grand total of 15,108 man hours to complete the project. Furthermore, Precision Air claimed in the February 24, 2014, Revision #2 proposal that 4,597 MH or 30.4% of that manpower to complete the project was attributable to its activities in disassembling the AHUs to fit them in the mechanical rooms.

We analyzed the data, assembled graphical analyses of the daily manpower count, and evaluated the materials and equipment lists for components that were either not allowed by contract or should have been included in their base bid proposal, thus not a responsibility for OCCC to reimburse. Once the proposal was evaluated for these elements, it left only the analysis of the labor expended to date.

The supporting documents provided by P-A-C supported the Contractor's contention that an additional \$17,150 was expended to install each AHU over and above his interpretation of the original bid documents. We reviewed the "as-built" schedule data, and found data that corroborated the actual duration to install the three AHUs in question were in excess of the baseline schedule duration. Thus, we concur that the Contractor had to expend overtime hours to maintain the project schedule (The project schedule was established to have the work completed in time to support PGA 2014). However, in mid-2014, RUSH

Construction did not agree with our assessment and proceeded to terminate negotiation with their last offer at \$149,000.00.

Ultimately, RUSH and P-A-C filed a claim for the full original value. The claim was reviewed in accordance with Orange County Procurement procedures. Mr. Johnny Richardson, Procurement Division Manager, denied the claim. Capital Planning did not hear from RUSH Construction until November 10, 2015 (**The November 10, 2015, correspondence and supporting data are attached to this request**).

In summary, RUSH revised their proposal for additional compensation associated with the panelization of only the three AHUs, which is consistent with Capital Planning's original assessment of the work effort expended.

CP reviewed the proposal, and presented the revisions which aligned with our previous offer to RUSH for concurrence. RUSH advised by email today that they would settle Change Order (PCO 512) in the amount of **\$53,258.00**.

Note that this settlement exceeds the remaining contingency by \$38,208, and will require approval from the BCC before the Change Order can be approved.

Authorized by:

  
\_\_\_\_\_  
Marc A. Cannata, P.E., Capital Planning/Building Systems Manager

1/14/2016  
Date



Interoffice Memor

January 14, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: *GW* *GR* Johnny Richardson, Manager, Procurement Division

CONTACT: Taneya Simpson, Senior Contract Administrator, Facilities  
Management Division  
407-836-7482

SUBJECT: Award of Invitation for Bids Y16-145-LC, HVAC Repair and  
Replacement Countywide

**ACTION REQUESTED**

Approval to award Invitation for Bids Y16-145-LC, HVAC Repair and Replacement Countywide, to the low responsive and responsible bidders, Air Mechanical and Service Corporation (AMSCO), as the primary contractor in the estimated annual contract of \$1,000,000 and Shaw Mechanical Services, LLC and Johnson Controls, Inc. as secondary contractors each in the contract amount of \$500,000. Although the total estimated contract awards amount to \$2,000,000, the total contract expenditure against these contracts will not exceed the budget of \$1,000,000 for these services.

Further request authorization for the Procurement Division to renew the contracts for four additional 1-year periods. The Facilities Management Division and Business Development Division concur with this recommendation.

**PURPOSE**

To provide repair/replacement of HVAC equipment throughout Orange County. The work will include heating, air conditioning, ventilation, piping, and related equipment as applicable.

**DISCUSSION**

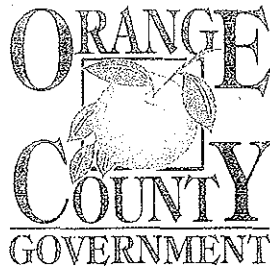
Four bids were received and evaluated for responsiveness and responsibility. Award is recommended to AMSCO as primary contractor with Shaw Mechanical Services, LLC and Johnson Controls, Inc. as the two secondary contractors. Starr Mechanical, Inc. was determined to be non-responsive due to not providing any of the information that was asked for in the Qualification of Bidders.

Work performed on these contracts will be authorized in the following manner:

- The primary contractor shall be responsible for projects estimated at \$1 to \$30,000.
- Projects estimated at \$30,001 to \$75,000 will be competed among the primary contractor and secondary contractors.

Bid tabulation:


<u>Item Description</u>	<u>Est. Hours</u>	<u>Air Mechanical &amp; Service Corp.</u>		<u>Shaw Mechanical Services LLC</u>		<u>Johnson Controls, Inc.</u>	
1. Foreman/Journeyman Standard Work Hours	8500	\$54.00	459,000.00	\$70.00	595,000.00	\$82.00	697,000.00
2. Foreman/Journeyman Non-Standard Work Hours	2000	\$54.00	108,000.00	\$75.00	150,000.00	\$110.00	220,000.00
3. HVAC Technician Standard Working Hours	1000	\$65.00	65,000.00	\$70.00	70,000.00	\$70.00	70,000.00
4. HVAC Technician Non- Standard Working Hours	1000	\$65.00	65,000.00	\$75.00	75,000.00	\$90.00	90,000.00
5. HVAC Apprentice Standard Working Hours	200	\$42.00	8,400.00	\$65.00	13,000.00	\$45.00	9,000.00
6. HVAC Apprentice Non- Standard Working Hours	100	\$42.00	4,200.00	\$70.00	7,000.00	\$60.00	6,000.00
7. Diagnostic Labor	200	\$65.00	13,000.00	\$70.00	14,000.00	\$82.00	16,400.00
Total of 1-6			<b>\$722,600.00</b>		<b>\$924,000.00</b>		<b>1,108,400.00</b>
8. Parts/Materials mark- up	300,000	0.25	375,000.00	0.20	360,000.00	0.20	360,000.00
9. Subcontractors cost plus percent							
Administrative Fee	150,000	0.15	172,500.00	0.10	165,000.00	0.15	172,500.00
10. Unforeseen Fees	20,000		20,000.00		20,000.00		20,000.00
<b>TOTAL</b>			<b>\$1,290,100.00</b>		<b>\$1,469,000.00</b>		<b>1,660,900.00</b>



BUSINESS DEVELOPMENT DIVISION

December 7, 2015

TO: Linda Carson, Senior Purchasing Agent  
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator  
Business Development Division 

SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB #Y16-145-LC, HVAC Services

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

c: Sheena Ferguson, Manager, Business Development Division







Interoffice Memorandum

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
2

January 7, 2016

To: Mayor Teresa Jacobs  
and the Board of County Commissioners

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

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

Subject: Award of Invitation for Bids Y16-708-PH, Orange County Utilities  
Supervisory Control and Data Acquisition (SCADA) Replacement Phase I

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-708-PH, Orange County Utilities Supervisory Control and Data Acquisition (SCADA) Replacement Phase I, to the low responsive and responsible bidder, Curry Controls Company for the total contract award amount of \$4,749,000.

PROCUREMENT:

The work includes the replacement of SCADA panels on 200 pump stations and the installation of four, 70-foot radio antennas and SCADA panels at four Orange County Fire Stations.

This project is located in all Orange County Districts.

FUNDING:

Funding is available in account number 4420-038-1301-3119.

APPROVALS:

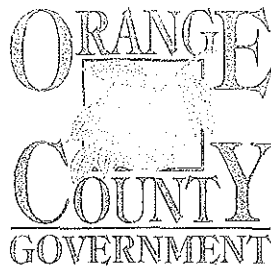
The Utilities Engineering Division and the Business Development Division concur with this recommendation.

REMARKS:

The low bidder, Curry Controls Company has a satisfactory performance record on similar projects. Curry Controls Company met the M/WBE participation with 25.02%. The bid of Curry Controls Company is considered reasonable based on a technical evaluation by staff and the consultant, including an analysis of the engineer's estimate. Therefore, award is recommended to Curry Controls Company.

Page 2 of 2,  
Award of Invitation for Bids Y16-708-PH, Orange County Utilities SCADA Replacement  
Phase I

Bidder:	Base Bid
Curry Controls Company	\$4,749,000.00
Power Engineering Group, Inc.	\$5,897,547.48



BUSINESS DEVELOPMENT DIVISION

November 13, 2015

TO: Patty Hobbs, Senior Contract Administrator  
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-708-PH / Orange County Utilities Scada Panel Replacement Phase I

The Business Development Division evaluated the 2 bids submitted for this project and found that the apparent low bidder Curry Controls Company met the MWBE participation goal and reported 25.02% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	Comelco, Inc.	\$1,188,000
Total MWBE Participation		\$1,188,000.00 (25.02%)

The second low bid submitted by Orange County MWBE firm Power Engineering Group, Inc. did not achieve good faith effort documentation and reported 0% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

A handwritten signature in cursive script, appearing to read "Sheena Ferguson".

# BID COMPARISON

## IFB-Y16-708-PH / Orange County Utilities Scada Panel Replacement Phase I

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (4%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Curry Controls Company	\$4,749,000.00	\$1,188,000	25.02%	na					5/10
2nd Low	Power Engineering Group, Inc. [mbe-am]	\$5,897,547.48	\$0	0.00%	no	\$1,148,547.48	24.19%			53/23



Interoffice Memorandum

January 26, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

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

CONTACT: Elizabeth Frias, Convention Center Administrative Supervisor  
407-685-5854

SUBJECT: Approval of Amendment No. 5, Contract Y15-138-MA,  
Work Uniforms

ACTION REQUESTED:

Approval of Amendment No. 5, Contract Y15-138-MA, Work Uniforms, with Designlab, Inc. in the estimated amount of \$127,390.25 for a revised total estimated contract amount of \$2,015,254.25.

PROCUREMENT:

To add updated work uniforms for the Convention Center staff.

FUNDING

Delivery Orders will be issued on an as-needed basis.

APPROVALS:

The Orange County Convention Center concurs with this recommendation.

REMARKS:

Contract Y15-138-MA with Designlab, Inc. was approved by the Board on February 24, 2015 in the estimated amount of \$1,848,803.64 for an initial 3-year contract.

Amendment Number 1 was issued on April 17, 2015 to add larger sizes of items already on contract per Mosquito Control Division's request. This increased the contract amount to \$1,854,197.55.

Amendment Number 2 was issued on June 15, 2015 to add larger sizes of items already on contract per Facilities Management Division's request. This increased the contract amount to \$1,875,844.05.

Amendment Number 3 was issued on September 28, 2015 to add additional style of shirts per Environmental Protection Division's request. This increased the contract amount to \$1,886,811.75.

Amendment Number 4 was issued on December 9, 2015 to remove pants no longer available and add replacement pants. This increased the contract amount to \$1,887,864.

The uniforms included in Amendment Number 5 were submitted by the Convention Center after a committee, section supervisors and the executive team came to a consensus of the new uniform styles. The Convention Center has been using the same type of uniforms for their staff for over 12 years, and uniforms of an updated and more professional image, are desired. The total increase request is \$127,390.25.



Interoffice Memorandum

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: *[Signature]* Johnny Richardson, Manager, Procurement Division

CONTACT: Anne Marie Sheffield, Project Director, Wraparound Orange,  
Orange County Mental Health and Homeless Issues Division  
407-836-6507

SUBJECT: Selection of Contractor, Request for Proposals, Y16-153-LC,  
Family and Youth Recovery Services (Wraparound Orange)

**RECOMMENDATION**

Selection of Federation of Families of Central Florida, Inc. to provide Family and Youth Recovery Services (Wraparound Orange), Request for Proposals Y16-153-LC in the amount of \$233,998.40.

Request authority for the Procurement Division to negotiate and execute a 1-year contract with three additional 1-year renewals. Funding for the contract is provided via Substance Abuse and Mental Health Services Administration Grant No. SM059038.

Proposal was evaluated by the Procurement Committee on January 6, 2016. Commissioner Victoria P. Siplin was assigned to the committee.

**PURPOSE**

To provide Wraparound Orange Services for children and their families that meet the criteria, throughout Orange County.

**DISCUSSION**

The County through the Mental Health and Homeless Division has completed a six-year, federally funded project entitled "Wraparound Orange". The Project, funded through the Substance Abuse and Mental Health Services Administration (SAMHSA) was for the development and ongoing implementation of a comprehensive delivery system of care for children and youth ranging from birth to the age of 14, who have been diagnosed with a serious emotional disturbance (mental health disorder) and their respective families.

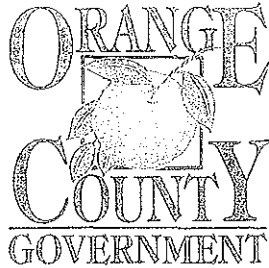
As of September 30, 2015 the County has been awarded an additional federal grant from SAMHSA to expand the services under the project to Orange County youth through the age of 21. As the sub-recipient of the grant, Orange County will continue to provide funding to community partner agencies for Wraparound Orange Services as part of the overall project.

The contract will provide funding for consultation to support strategic planning and facilitation of parent support groups and events, two youth partners, to support the expansion of wraparound services to an older population, and 1 supervisor position to facilitate Wellness Recovery Action Planning (WRAP); a curriculum designed to teach youth ages 16 to 21 how to manage their mental health disorder and live successful lives.

The Procurement Committee's evaluation is attached.




RFP#: Y16-153-LC, Family and Youth Recovery Services (Wraparound Orange)	QUAL OF STAFF		QUAL OF FIRM		TECHNICAL APPROACH		M/WBE		LOCATION		Welfare Workers	SDV Sub-Contractor Hires	SDV Prime Proposers	TOTAL
	20		20		40		10		10		5	10	5	
WEIGHT	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE				
Federation of Families of Central FL., Inc	5.0	100	5.0	100	5.0	200	3	30	5	50	0	0	0	480.00



Interoffice Memorandum

December 18, 2015

To: Linda Carson, Senior Purchasing Agent  
Procurement Division

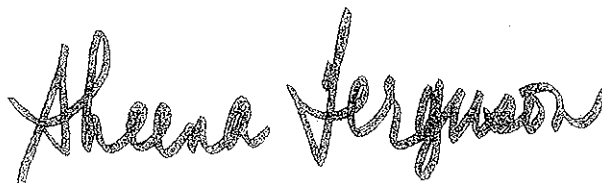
FROM: Kesi Warren, Senior Contract Administrator   
Business Development Division

SUBJ: RFP #Y16-153-LC, Family and Youth Recovery Services (Wraparound Orange)

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

1.	Federation of Families of Central Florida, Inc.		3 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	100%	
Bonus Points			
*	Service-Disabled Veterans (SDV)	0	
*	Welfare Recipients:	0	

\*The Schedule of Sub-Contracting – SDV Participation and the Welfare Transition And/or Dislocated worker forms were not submitted with this proposal.





Interoffice Memorandum

December 30, 2015

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: *John* Johnny Richardson, Manager, Procurement Division

CONTACT: John Petrelli, Manager, Office of Professional Standards  
407-836-9636

SUBJECT: Selection of Contractor, Request for Proposals Y16-141-JS, Background Checks

RECOMMENDATION:

Selection of HRS Group, Inc. dba Alertchecks to provide Background Checks under Request for Proposals Y16-141-JS. Further recommend the Board authorize negotiation and execution of the final contract by the Procurement Division in the not-to exceed contract amount of \$275,625 for a three-year contract with two 1-year renewals.

This item was reviewed and approved by the Procurement Committee on December 16, 2015. Commissioner Edwards was assigned to the Procurement Committee.

PROCUREMENT:

Background checks are performed on all prospective County employees and others as required. This contract will support the operations of the Office of Professional Standards.

FUNDING:

Funds are available in account number 0001 023 0461 4434.

APPROVALS:

The Office of Professional Standards and the Business Development Division concur with this recommendation.

DISCUSSION:

Eight proposals were received in response to RFP Y16-141-JS.

- a. The following proposals were deemed non-responsive for not adhering to the requirement of firm pricing for each line item.

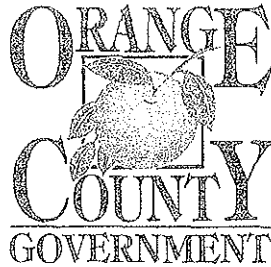
A-Check Global  
AccuSource, Inc.  
Castle Branch, Inc.  
Inquires, Inc.

- b. The following proposals scored too low for Board consideration:

Exam Plus  
Janus Background Investigations  
Summit Security Services, Inc.

The Procurement Committee score sheet is attached.

RFP#: Y16-141-JS Background Checks	Qualifications of the Firm		Qualifications of the Staff		Technical Approach		Fee Schedule		M/WBE Utilization		Location		Total	Welfare Recipient Hires	Service Disabled Veterans Hires	Service Disabled Veteran Prime	Grand Total
WEIGHT	15		15		20		30		10		10			5	10	5	
	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE					
HRS Group, Inc. d/b/a Alertchecks	4	60	4	60	4	80		150	5	50	0	0	400	0	0	0	400



Interoffice Memorandum

December 17, 2015

To: Jim Schell, Senior Purchasing Agent  
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator  
Business Development Division

*Handwritten signature: J.K.W.*

SUBJ: RFP #Y16-141-JS, Background Checks (Revised)

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

1.	Exam Plus FI, Corp.		3 Points
*	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	99%	
Bonus Points			
	Service-Disabled Veterans	0	
	Welfare Recipients:	2	

\*The sub listed in the proposal is not an Orange County certified minority vendor.

2. HF	HRS Group, Inc. d/b/a Alertchecks		5 Points
	HRS Group, Inc. d/b/a Alertchecks**	100%	
	Total MWBE Participation:	100%	
	EEO Staff	100%	
Bonus Points			
*	Service-Disabled Veterans	0	
*	Welfare Recipients:	0	

\*The Welfare Transition and/or Dislocated Worker form was not submitted with the proposal.

\*\* HRS Group, Inc. d/b/a Alertchecks is a certified MBE firm

*Handwritten signature: Sheena Ferguson*

<b>3.</b>	<b>Summit Security Services, Inc.</b>		<b>3 Points</b>
	None	0%	
	<b>Total MWBE Participation:</b>	<b>0%</b>	
	EEO Staff	100%	
Bonus Points			
*	Service-Disabled Veterans	0	
*	Welfare Recipients:	0	


\*The Schedule of Sub-contracting –SDV Participation form and the Welfare Transition and/or Dislocated Worker form was not submitted with the proposal.

<b>4.</b>	<b>Janus Background Investigations</b>		<b>0 Points</b>
	None	0%	
	<b>Total MWBE Participation:</b>	<b>0%</b>	
	EEO Staff	0%	
Bonus Points			
*	Service-Disabled Veterans	0	
*	Welfare Recipients:	0	

\*The Schedule of Sub-contracting –SDV Participation form and the Welfare Transition and/or Dislocated Worker form was not submitted with the proposal.

**Interoffice Memorandum**

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Procurement Division

CONTACT: Anne Marie Sheffield, Project Director, Wraparound Orange,  
Orange County Mental Health and Homeless Issues Division  
407-836-6507

SUBJECT: Approval of Contracts, Request for Proposals, Y16-152-LC,  
Wraparound Orange Services

**RECOMMENDATION**

Approval to award contracts for Request for Proposals Y16-152-LC, Wraparound Orange Services to Aspire Health Partners in the amount of \$178,859.20; Devereux Florida in the amount of \$334,172.80; IMPOWER, Inc. in the amount of \$192,939.20; The Children's Home Society of Florida in the amount of \$338,686.40 and Youth Advocate Programs, Inc., in the amount of \$412,927.80.

Request authority for the Procurement Division to negotiate and execute 1-year contracts with three additional 1-year renewals. Funding for five contracts is provided via Substance Abuse and Mental Health Services Administration Grant No. SM059038.

These proposals were evaluated by the Procurement Committee on January 6, 2016. Commissioner Victoria P. Siplin was assigned to the committee.

**PURPOSE**

To provide 13 Wraparound Orange Teams across five agencies that will allow the project to serve approximately 150 families per year. The reference to Wraparound Orange refers to the agencies under contract with Orange County Government that are part of this collaborative effort.

**DISCUSSION**

The County through the Mental Health and Homeless Division, has completed a six-year federally funded project entitled "Wraparound Orange". The project, funded through the Substance Abuse and Mental Health Services Administration (SAMHSA) was for the development and ongoing implementation of a comprehensive delivery system of care for children and youth ranging from birth to the age of 14, who have been diagnosed with a serious emotional disturbance (mental health disorder) and their respective families.

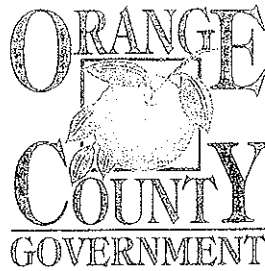


As of September 30, 2015 the County has been awarded an additional federal grant from SAMHSA to expand the services under the project to Orange County youth through the age of 21. As the sub-recipient of the grant, Orange County will continue to provide funding to community partner agencies for Wraparound Orange Services as part of the overall project.

The proposal from ENSYNC Diversified Management Services, Inc. scored too low for Board consideration.

The Procurement Committee's evaluation is attached.


RFP#: Y16-152-LC, WRAPAROUND ORANGE SERVICES	QUAL OF STAFF		QUAL OF FIRM		TECHNICAL APPROACH		M/WBE		LOCATION		Welfare Workers	SDV Sub- Contractor Hires	SDV Prime Proposers	TOTAL
	20		20		40		10		10		5	10	5	
WEIGHT	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE				
Aspire, Health Partners	5.0	100	5.0	100	5.0	200	3	30	5	50	0	0	0	480.00
The Children's Home Society of Fl.	5.0	100	5.0	100	5.0	200	3	30	5	50	0	0	0	480.00
Devereux Florida	5.0	100	5.0	100	4.0	160	3	30	5	50	0	0	0	440.00
IMPOWER, Inc	5.0	100	5.0	100	4.0	160	3	30	5	50	0	0	0	440.00
Youth Advocate Programs, Inc.	5.0	100	5.0	100	3.0	120	3	30	5	50	0	0	0	400.00
Above and Beyond: Children & Community Services	4.0	80	5.0	100	3.0	120	3	30	5	50	0	0	0	380.00



Interoffice Memorandum

December 18, 2015

To: Linda Carson, Senior Purchasing Agent  
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator   
Business Development Division

SUBJ: RFP #Y16-152-LC, Wraparound Orange Services

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

1.	<b>IMPOWER, Inc.</b>		<b>3 Points</b>
	None	0%	
	<b>Total MWBE Participation:</b>	<b>0%</b>	
	EEO Staff	96%	
Bonus Points			
	Service-Disabled Veterans (SDV)	<b>0</b>	
	Welfare Recipients:	<b>0</b>	

2.	<b>The Children's Home Society of Florida (CHS)</b>		<b>3 Points</b>
	None	0%	
	<b>Total MWBE Participation:</b>	<b>0%</b>	
	EEO Staff	89%	
Bonus Points			
	Service-Disabled Veterans (SDV)	<b>0</b>	
	Welfare Recipients:	<b>0</b>	

3.	<b>Aspire Health Partners</b>		<b>3 Points</b>
	None	0%	
	<b>Total MWBE Participation:</b>	<b>0%</b>	
	EEO Staff	88%	
Bonus Points			
	Service-Disabled Veterans (SDV)	<b>0</b>	
	Welfare Recipients:	<b>0</b>	



<b>4.</b>	<b>Youth Advocate Programs, Inc.</b>		<b>3 Points</b>
	None	0%	
	<b>Total MWBE Participation:</b>	<b>0%</b>	
	EEO Staff	100%	
Bonus Points			
	Service-Disabled Veterans (SDV)	0	
*	Welfare Recipients:	0	

\*The Welfare Transition and/or Dislocated Worker form was not submitted with this proposal.

<b>5.</b>	<b>Above and Beyond Children &amp; Community Services</b>		<b>3 Points</b>
*	None	0%	
	<b>Total MWBE Participation:</b>	<b>0%</b>	
	EEO Staff	100%	
Bonus Points			
*	Service-Disabled Veterans (SDV)	0	
*	Welfare Recipients:	0	

\*The Schedule of Sub-Contracting –MWBE and SDV participation and the Welfare Transition and/or Dislocated Worker forms were not submitted with this proposal

<b>6.</b>	<b>Devereux Florida</b>		<b>3 Points</b>
*	None	0%	
	<b>Total MWBE Participation:</b>	<b>0%</b>	
	EEO Staff	93%	
Bonus Points			
*	Service-Disabled Veterans (SDV)	0	
*	Welfare Recipients:	0	

\*The Schedule of Sub-Contracting –MWBE and SDV participation and the Welfare Transition and/or Dislocated Worker forms were not submitted with this proposal.

<b>7.</b>	<b>ENSYNC Diversified Management Services, Inc.</b>		<b>3 Points</b>
*	None	0%	
	<b>Total MWBE Participation:</b>	<b>0%</b>	
	EEO Staff	83%	
Bonus Points			
*	Service-Disabled Veterans (SDV)	0	
*	Welfare Recipients:	0	

\*The Schedule of Sub-Contracting –MWBE and SDV participation and the Welfare Transition and/or Dislocated Worker forms were not submitted with this proposal.





Interoffice M

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** January 8, 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 REEDY CREEK IMPROVEMENT DISTRICT AND  
ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE  
REAL ESTATE MANAGEMENT DIVISION TO EXECUTE  
COMMENCEMENT CERTIFICATE AND TO EXERCISE RENEWAL  
OPTIONS, IF NEEDED, FOR OFFICE SPACE

**PROJECT:** Sheriff's Office – Sector Six  
License Agreement #2070  
2700 Village Services Trail  
Lake Buena Vista, Florida 32830  
  
District 1

**PURPOSE:** To provide office space for Sheriff's substation for Bay Lake and Lake  
Buena Vista.

**ITEM:** License Agreement  
Cost: Donation  
Size: 8,141 square feet  
Term: 60 Months  
Options: Three, 12-month renewals

**APPROVALS:** Real Estate Management Division  
County Sheriff's Office  
County Attorney's Office  
Risk Management Division

**REMARKS:** The Reedy Creek Improvement District is building a new substation for the Sheriff's Sector Six at 2700 Village Services Trail. Once the substation relocates from its current location at Reedy Creek Fire Station #4 to this new building, the License Agreement between Orange County and Reedy Creek Improvement District, dated November 11, 2008, will terminate.

Upon satisfactory completion of construction of the new substation, the Parties will execute the Commencement Certificate. Either party may terminate the License Agreement, without cause, by providing the other with ninety (90) days prior written notice of its intent to terminate.

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



REAL ESTATE MANAGEMENT ITEM 2

**DATE:** January 8, 2016

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

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

**FROM:** Sabrina L. Miller, Senior Acquisition Agent *SLM*  
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

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

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF UTILITY AND INGRESS-EGRESS EASEMENT AGREEMENT BETWEEN SEA WORLD OF FLORIDA LLC AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY ALL RECORDING FEES AND RECORD INSTRUMENT

**PROJECT:** Sea World Water Meter Easement  
  
District 1

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

**ITEM:** Utility and Ingress-Egress Easement Agreement  
(Instrument 801.1/803.1/803A.1/804.1)  
Cost: Donation  
Total size: 9,631 square feet

**BUDGET:** Account No.: 4420-038-1536-04-6110

**FUNDS:** \$104.20 Payable to Orange County Comptroller  
(all recording fees)

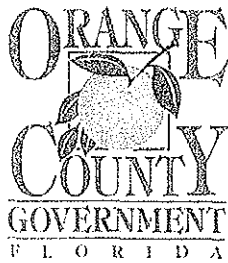
**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Utilities Department  
Risk Management Division

**REMARKS:** This easement provides for the relocation of an existing water meter and reclaimed water meter. The property is encumbered by mortgage and security documents held by Bank of America. A subordination will be executed by the bank and provided to County for approval after County approves the easement.

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

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





Interoffice

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
9

REAL ESTATE MANAGEMENT ITEM 3

**DATE:** January 8, 2016

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

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

**FROM:** Dana Chapman, Senior Acquisition Agent *DC*  
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

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

**ACTION REQUESTED:** APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN ORANGE COUNTY PUBLIC WORKS DEPARTMENT AND ORANGE COUNTY UTILITIES DEPARTMENT, APPROVAL AND EXECUTION OF NOTICE OF RESERVATION AND AUTHORIZATION TO DISBURSE FUNDS TO PAY RECORDING FEES AND RECORD INSTRUMENT

**PROJECT:** Pump Station No. 3586 (Donnybrook)  
  
District 3

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

**ITEMS:** Memorandum of Understanding  
Size: 886 square feet  
Cost/Revenue: \$600  
  
Notice of Reservation (Instrument 801.1)  
Size: 886 square feet

**BUDGET:** Account No.: 4420-038-1503-35-6110

**REVENUE:** Account No.: 1002-072-2906-3816

**FUNDS:** \$61.00 Payable to Orange County Comptroller  
(recording fees)

\$600.00 Transferred from OCU to OCPW

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

**REMARKS:** Orange County Public Works Department (OCPW) controls the property located at 9160 East Colonial Drive, Orlando, Florida. The Memorandum of Understanding will provide Orange County Utilities Department (OCU) a Utility Easement for pump station purposes for the appraised value of \$600 and OCPW will continue to have access rights across the easement to maintain an adjacent County drainage canal. The Notice of Reservation, which reserves a Utility Easement for pump station purposes in perpetuity, will be recorded to reflect this transfer of interest.

**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



REAL ESTATE MANAGEMENT ITEM 4

**DATE:** January 6, 2016

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

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

**FROM:** Monica L. Hand, 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 TERMINATIONS OF  
EASEMENTS AND AUTHORIZATION TO RECORD INSTRUMENTS

**PROJECT:** Clarcona-Ocoee Rd (Ocoee-Apopka Rd to Hiawassee Rd)  
District 2

**PURPOSE:** To release two temporary easements that are no longer needed.

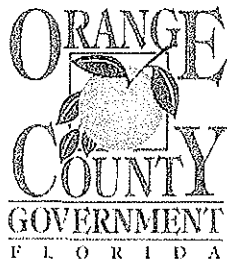
**ITEMS:** Terminations of Easements (2)

**APPROVALS:** Real Estate Management Division  
Public Works Department

**REMARKS:** On September 9, 2008, the Board of County Commissioners approved two Temporary Easements (Easements) that were required pursuant to that certain Road Way Network Agreement, Clarcona Ocoee Road Realignment, Ocoee Golf (Agreement). The Agreement contained a provision to allow the developer/owner to request Terminations of the Easements once the realignment was complete and the Easements were no longer needed by the County. The property owner (Owner) has now requested Terminations of the Easements in order to clear title to their

property. The Public Works Department has determined that it no longer needs either of the Easements and agrees to the Terminations. Owner to pay recording fees.

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




Interoffice


I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
11

REAL ESTATE MANAGEMENT ITEM 5

**DATE:** January 5, 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 AND EXECUTION OF UTILITY EASEMENT BETWEEN THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** New Independence ES OCU File No. 77586  
  
District 1

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

**ITEM:** Utility Easement  
Cost: Donation  
Total size: 3,440.41 square feet

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

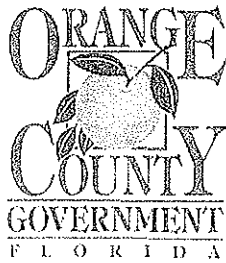
**REMARKS:**

This Utility Easement provides the County the right to construct, install, use, repair, replace and maintain two water mains and a reclaimed water meter and appurtenances thereto at the New Independence Elementary School.

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

The School Board to pay recording fees.


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




REAL ESTATE MANAGEMENT ITEM 6

**DATE:** January 5, 2016

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

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

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

**CONTACT PERSON:** Ann Caswell, Manager

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

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF AMENDMENT TO NON-EXCLUSIVE DRAINAGE EASEMENT AND JOINT UTILIZATION AGREEMENT (S.C. ORLANDO, L.L.C./ORANGE COUNTY) BETWEEN JY-TV ASSOCIATES, LLC AND ORANGE COUNTY, APPROVAL OF SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY FROM WELLS FARGO BANK, N. A. AND AUTHORIZATION TO RECORD INSTRUMENTS

**PROJECT:** Promenade Grande Lakes Apts. (Permit # B14903551)  
  
District 4

**PURPOSE:** To provide for relocation of existing drainage facilities as a requirement of development.

**ITEMS:** Amendment To Non-Exclusive Drainage Easement And Joint Utilization Agreement (S.C. Orlando, L.L.C./Orange County)  
Cost: Donation  
Size of released easement area: 9,583.20 square feet  
Size of relocated easement area: 16,552.80 square feet  
  
Subordination of Encumbrances to Property Rights to Orange County

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Community, Environmental & Development Services Department  
Public Works Department

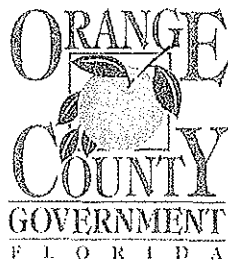
**REMARKS:** On September 12, 2000, the Board of County Commissioners approved the Non-Exclusive Drainage Easement And Joint Utilization Agreement (SC Orlando, L.L.C./Orange County) ("Agreement"). The Agreement reserved to the Grantor the right, at their sole cost and expense to relocate the easement areas to other portions of the Grantor's property.

JY-TV Associates, LLC, successor to the Grantor of the Agreement has requested relocation of a portion of the easement area. Orange County is executing the Amendment To Non-Exclusive Drainage Easement And Joint Utilization Agreement (S.C. Orlando, L.L.C./Orange County) to release a portion of the original easement area and accept the relocated easement area. All other terms and conditions of the Agreement remain the same.

Grantor to pay recording fees.

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







REAL ESTATE MANAGEMENT ITEM 7

**DATE:** January 8, 2016

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

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

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

**CONTACT PERSON:** Ann Caswell, Manager

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

**ACTION REQUESTED:** APPROVAL OF ACCESS EASEMENT BETWEEN GB CURRY PINE LLC AND ORANGE COUNTY WITH CONSENT AND SUBORDINATION BY MORTGAGEE FROM BRANCH BANKING AND TRUST COMPANY AND CONSENT TO ACCESS EASEMENT FROM WAWA FLORIDA, LLC, APPROVAL AND EXECUTION OF ACCESS EASEMENT BETWEEN ORANGE COUNTY AND GB CURRY PINE LLC AND AUTHORIZATION TO RECORD INSTRUMENTS

**PROJECT:** Curry Ford Rd./Young Pine Rd. Retention Pond Re-Design  
  
District 4

**PURPOSE:** To provide for access, construction, operation, and maintenance of access easements in connection with an agreement.

**ITEMS:** Access Easement with Consent and Subordination by Mortgagee and Consent to Access Easement  
Cost: Donation  
Size: 5,923.45 square feet

Access Easement  
Revenue: \$9,500  
Size: 13,673.14 square feet

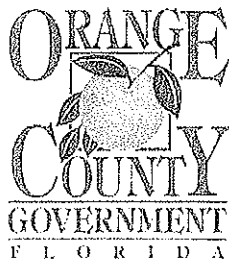
**REVENUE:** Account No.: 1002-072-2906-6850

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

**REMARKS:** These Access Easements are a requirement of and subject to the terms and conditions of the Agreement between GB Curry Pine LLC and Orange County, Florida Regarding the Orange County Retention Pond at Curry Ford Road and Young Pine Road (the "Agreement") approved by the Board of County Commissioners on May 5, 2015. The Access Easements are also subject to the Grantees not restricting or blocking vehicular or pedestrian traffic over the easement areas.

GB Curry Pine LLC 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 Stewart's office.**




Interoffice Memo


I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
14

REAL ESTATE MANAGEMENT ITEM 8

**DATE:** January 5, 2016

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

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

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

**CONTACT PERSON:** Ann Caswell, Manager

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

**ACTION REQUESTED:** APPROVAL OF PURCHASE PRICE ABOVE APPRAISED VALUE, PURCHASE AGREEMENT BETWEEN MCKINNON GROVES, LLLP, AND ORANGE COUNTY, UTILITY EASEMENT BETWEEN MCKINNON GROVES, LLLP AND ORANGE COUNTY AND THE CITY OF ORLANDO AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE, RECORDING FEES AND RECORD INSTRUMENT

**PROJECT:** Water Conserv II Utility Easement – Turnout 8T-05  
  
District (Lake County)

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

**ITEMS:** Purchase Agreement (Parcel 801)  
  
Utility Easement (Instrument 801.1)  
Cost: \$1,000  
Size: 540 square feet

**BUDGET:** Account No.: 4420-038-1302-6110

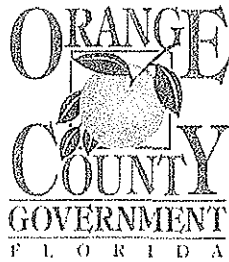
**FUNDS:** \$1,000 Payable to McKinnon Groves, LLLP  
(purchase price)  
\$35.50 Payable to Neil Kelly, Clerk of the Circuit Court  
(recording fees)

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

**REMARKS:** This Utility Easement is located in Lake County adjacent to the western terminus of Seidner Road. It provides an additional turn-out for Water Conserv II. The City of Orlando will reimburse the County one-half of all the costs associated with the acquisition of this Utility Easement.

Grantor to pay documentary stamp tax.

**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

REAL ESTATE MANAGEMENT ITEM 9

**DATE:** January 5, 2016

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

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

**FROM:** Monica L. Hand, Senior Title Examiner *dc from*  
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

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

**ACTION REQUESTED:** APPROVAL OF TEMPORARY UTILITY EASEMENT BETWEEN VINELAND EXPRESS, LLC AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Village F Parcels N-1 & N-2 Offsite Utilities OCU Permit: 14-E-107 OCU  
File #: 79185  
  
District 1

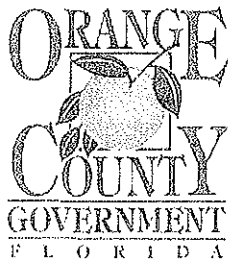
**PURPOSE:** To provide for access, construction, operation, and maintenance of utility facilities as a requirement of development.

**ITEM:** Temporary Utility Easement  
Cost: Donation  
Total size: 2,807 square feet  
Term: Until replaced by a permanent platted easement

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

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

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



REAL ESTATE MANAGEMENT ITEM 10

**DATE:** December 30, 2015

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

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

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

**CONTACT PERSON:** Ann Caswell, Manager

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

**ACTION REQUESTED:** APPROVAL OF CONSERVATION EASEMENT BETWEEN D.R. HORTON, INC. AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Creekstone Reserve (aka Bishop Property)  
  
District 4

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

**ITEM:** Conservation Easement  
Cost: Donation  
Total size: 10.621 acres

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

**REMARKS:**

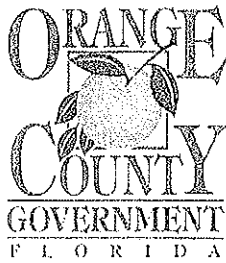
Conservation Area Impact Permit No. CAI-15-08-028 issued by Orange County Environmental Protection Division requires a Conservation Easement on a portion of the site being developed. This Conservation Easement will protect and preserve the property forever in its existing natural condition and prevent any use that will impair or interfere with the environmental value of the property. Those wetland and upland areas included in the Conservation Easement that are to be enhanced, restored, or created pursuant to the Permit shall be retained and maintained in the enhanced, restored, or created conditions required by the Permit.

Access to the Conservation Easement area is from Ward Road, which lies east of the Conservation Easement.

Grantor to pay all recording fees.

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






Interoffice M


I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
17

REAL ESTATE MANAGEMENT ITEM 11

**DATE:** January 5, 2016

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

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

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

**CONTACT  
PERSON:** Ann Caswell, Manager

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

**ACTION  
REQUESTED:** APPROVAL OF PURCHASE PRICE ABOVE APPRAISED VALUE,  
CONTRACT FOR SALE AND PURCHASE, SPECIAL WARRANTY  
DEED, ACCESS EASEMENT, AND TEMPORARY CONSTRUCTION  
EASEMENT BETWEEN GOLD MIL RAILROAD HOLDINGS, LLC  
AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE  
FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND  
PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO  
CLOSING

**PROJECT:** Pump Station 3437 (Orange Avenue 2) and  
Pump Station 3222 (Watts Avenue)

District 3

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

**ITEMS:** Contract for Sale and Purchase (Parcels 101 and 101/801/701)

Special Warranty Deed  
Total cost: \$49,800  
Total size: 4,525 square feet

Access Easement (Instrument 801.1)  
Cost: \$18,400  
Size: 1,199.93 square feet

Temporary Construction Easement (Instrument 701.1)  
Cost: \$11,600  
Size: 2,400.00 square feet  
Term: 5 years, or upon completion of construction.

**BUDGET:** Account No.: 4420-038-1503-62-6110 (\$22,894.81)  
Account No.: 4420-038-1503-33-6110 (\$58,182.82)

**FUNDS:** \$81,077.63 Payable to First American Title Insurance Company  
(purchase price and closing costs)

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

**REMARKS:** The existing pump stations are located in County right-of-way and need to be relocated for the safety of operational staff in accordance with current standards. They will both be located on the same parent tract of land, but in different locations. The new pump stations will provide updated mechanical and electrical reliability.

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

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

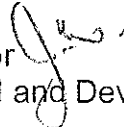


Interoffice Memorandum

AGENDA ITEM

January 4, 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: Dean Stites, Concurrency Management Official**  
**Concurrency Management Office**  
**407 836-5601**

SUBJECT: January 26, 2016 – Consent Item  
OC-15-003 Ruby Lake Concurrency Mitigation Agreements

On September 16, 2008, the Board of County Commissioners (BCC) amended Chapter 30, Orange County Code (the "Code"), to include the legislative requirements of school concurrency. The provisions in the Code are based on statutory requirements and on the terms of the First Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of School Concurrency entered into by the County, the School Board of Orange County (the "School Board") and municipalities within the County (June 10, 2008, as amended from time to time, the "Interlocal Agreement"). Section 30-622 of the Code requires applicants to submit proposed school proportionate share mitigation agreements to the Concurrency Management Official, following negotiation with the School Board and the County Attorney's Office, for review and recommendation to the BCC. This is the twelfth such agreement to come to the BCC.

The subject School Concurrency Mitigation Agreement (the "Mitigation Agreement") is among the County, the School Board, Pulte Home Corporation, a Michigan Corporation, and Jen Florida XXI, LLC, a Florida limited liability company. The Agreement is for 294 single-family units and 622 multi-family residential units located between Ruby Lake Road and Palm Parkway, south of Fenton Street in District 1. The Mitigation Agreement is necessary because the project affects certain area middle school(s), which currently operate below the adopted level of service standard.

Pursuant to Section 30-622 of the Code, if there is insufficient available school capacity within a Concurrency Service Area to meet the demand created by the proposed

Residential development, and the applicant and the School Board have agreed upon mitigation to satisfy the school concurrency requirements for the proposed residential development, then the applicant, School Board, and County must memorialize the terms of the mitigation in an agreement.

Pursuant to Section 163.3180, Florida Statutes, the Applicant is entitled to impact fee credits on a dollar-for-dollar basis for any proportionate share mitigation paid for the same need. Additionally, the Interlocal Agreement provides that the Applicant shall receive credit against any proportionate share mitigation due for mitigation payments made under a Capacity Enhancement Agreement for the same project. In accordance with the formula set forth in Section 30-622(4)(b)9 of the Code, the School Board has determined that although there would be a proportionate share mitigation payment due for this project, as a result of the mitigation paid under the Applicant's existing Capacity Enhancement Agreement, the credits that would be owed to the Applicant would be more than the proportionate share mitigation due, therefore, no proportionate share mitigation payment is due under this agreement. However, this Agreement does require the prepayment of school impact fees and payment of Capacity Reservation Fees prior to the issuance of the first building permit for vertical construction.

The School Board approved this agreement on November 10, 2015.

**ACTON REQUESTED:** Approval of School Concurrency Mitigation Agreement OC-15-003 Project Name: Ruby Lake – Parcel ID#: 15-24-28-7774-00-002; 15-24-28-7774-00-022; 15-24-28-7774-00-020; 15-24-28-7774-00-010; 15-24-28-7774-00-001 by and between The School Board of Orange County, Orange County, Florida, Pulte Home Corporation, and Jen Florida XXI, LLC. District 1

JVW/DS: rep

Attachments

After recording return to:

Julie C. Salvo, AICP  
Orange County Public Schools  
445 West Amelia Street  
Orlando, Florida 32801-1129

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SCHOOL CONCURRENCY  
MITIGATION AGREEMENT**

**OC-15-003**

**Project Name: Ruby Lake**

**Parcel ID#: 15-24-28-7774-00-002; 15-24-28-7774-00-022;  
15-24-28-7774-00-020; 15-24-28-7774-00-010; 15-24-28-7774-00-001**

THIS SCHOOL CONCURRENCY MITIGATION AGREEMENT ("Agreement"), is entered into by and among THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a body corporate and political subdivision of the State of Florida, ("School Board"); ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, ("County" or "Applicable Local Government") and PULTE HOME CORPORATION, Michigan corporation, whose address is 4901 Vineland Road, Suite 500, Orlando, FL 32811; and JEN FLORIDA XXI, LLC, a Florida limited liability company, whose address is c/o Sun Terra Communities, 1750 W. Broadway, Suite 111, Oviedo, FL 32765, (the "Applicant"), collectively referred to herein as the "Parties."

**RECITALS:**

WHEREAS, the School Board, Orange County, and the municipalities within Orange County have entered into that certain "First Amended and Restated Interlocal Agreement For Public School Facility Planning and Implementation of Concurrency" (the "Interlocal Agreement"), and

WHEREAS, pursuant to Section 18.6 of the Interlocal Agreement, an applicant submitting a School Concurrency Determination Application for approval of a Site Plan that will generate additional students in a School Concurrency Service Area in which there is insufficient Available School Capacity to accommodate the anticipated additional students must enter into a Proportionate Share Mitigation Agreement to prevent school overcrowding attributable to the anticipated additional students generated by the Residential Development as specified in the Interlocal Agreement; and

WHEREAS, an Applicant must submit the School Concurrency Determination Application along with a Development Analysis which identifies the proposed location of the

Residential Development, the number of Residential Units that will be created, a phasing schedule (if applicable), a map demonstrating land use and zoning classifications for the Applicant's property, as well as all other information required pursuant to Section 18.5 of the Interlocal Agreement, to the County; and

WHEREAS, Applicant is the fee simple owner, or authorized agent of the owner, of that certain tract of land located in County Commission District 1 in Orange County, Florida, as more particularly described on Exhibit "A," attached hereto and incorporated herein by reference (the "Property"), the location of which is illustrated by a map attached hereto as Exhibit "B," and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a School Concurrency Determination Application and Development Analysis to the County in connection with a proposal to obtain approval for a preliminary subdivision plan in order to develop two hundred ninety four (294) single family Residential Units and a development plan in order to develop six hundred twenty two (622) multi-family Residential Units on the Property (the "Project") and the County has forwarded the School Concurrency Determination Application and Development Analysis to the School Board; and

WHEREAS, pursuant to Section 10 of the Interlocal Agreement, Applicant and the School Board entered into the School Mitigation Agreement for Capacity Enhancement #OC-14-025 ("Original CEA") with an effective date of February 2, 2015, and recorded in Book 10880, Page 1860, Document Number 20150096899, Public Records of Orange County, Florida, and the First Amendment to School Mitigation Agreement for Capacity Enhancement #OC-14-025 ("First Amendment") with an effective date of July 29, 2015, and recorded in Book 10964, Page 8808, Document Number 20150415356, Public Records of Orange County, Florida (collectively, the "CEA") to address the impact caused by the Project on the applicable School Attendance Zone; and

WHEREAS, the School Board has reviewed and evaluated the Applicant's School Concurrency Determination Application and Development Analysis as required by Section 18.6 of the Interlocal Agreement, and has determined that based on the current adopted Level of Service standards for the School Concurrency Service Areas within which the Property is located and the anticipated new School Capacity that will be available in the first three (3) years of the current District Facilities Work Program to serve the proposed Residential Development, there is insufficient Available School Capacity at the middle school level to serve the new single family Residential Units and multi-family Residential Units within the School Concurrency Service Areas for the Project or within adjacent School Concurrency Service Areas as determined by an Adjacency Review; and

WHEREAS, approving the School Concurrency Determination Application without requiring Proportionate Share Mitigation for the impacts of the proposed new Residential Units will either create or worsen school overcrowding in the applicable School Concurrency Service Areas; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the School Board and County to provide Proportionate Share Mitigation proportionate to the demand for Public School Facilities to be created by the Project, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference as if fully set forth herein.

2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement.

3. LEGALLY BINDING COMMITMENT. This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new Residential Units for which the Applicant is seeking approval pursuant to the School Concurrency Determination Application and is intended to satisfy the requirements of Florida law and the Orange County Code.

4. PROPORTIONATE SHARE MITIGATION. Pursuant to Section 19.2 of the Interlocal Agreement, Applicant is obligated to provide Proportionate Share Mitigation ("Proportionate Share") in order to meet the demand for School Capacity created by the Project and to provide additional capacity for middle school students. Based on the formula contained in Section 19.2 of the Interlocal Agreement, the School Board has determined that Applicant does not owe a payment to the School Board for Proportionate Share. Notwithstanding the foregoing, Applicant is still obligated to pay any and all amounts due for capacity enhancement mitigation pursuant to the terms of the CEA prior to when the plat for the Property is recorded in the Public Records of Orange County, Florida.

5. INTENTIONALLY OMITTED.

6. IMPACT FEE CREDIT.

a. Prepayment. Pursuant to the terms of the CEA, payment of School Impact Fees for the Project shall be paid by the Applicant prior to when the plat for the Property is recorded in the Public Records of Orange County, Florida, in the amounts specified in Article V of Chapter 23 of the County Code (the "School Impact Fee Ordinance"). If the Project is developed in phases, then prepayment of School Impact Fees may occur in concurrent phases pursuant to Section 4.a. of the CEA. However, Applicant hereby acknowledges that all pre-paid School Impact Fee amounts contained in this Agreement are estimates and that Applicant shall be obligated to pay the School Impact Fee at the rates in effect at the time Applicant applies for building permits for the Project in accordance with the School Impact Fee Ordinance.

b. Credits. The School Board shall notify the County of the amount of the pre-paid School Impact Fees for the Project, which are currently estimated to be FOUR MILLION THREE HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED TWELVE AND 00/100 DOLLARS (\$4,357,212.00) and shall request a School Impact Fee credit account in the amount of such School Impact Fees actually paid on behalf of the Applicant upon receipt of such pre-paid School Impact Fees.

7. ISSUANCE OF SCHOOL CONCURRENCY RECOMMENDATION. Upon final execution of this Agreement by all Parties hereto, the School Board shall issue a School

Concurrency Recommendation documenting that School Capacity will be available for the Project. This recommendation may be used by the County to issue a Capacity Encumbrance Letter in accordance with Section 18.7 of the Interlocal Agreement.

8. SCHOOL CAPACITY ENCUMBRANCE AND RESERVATION. Within twenty-one (21) days of the Effective Date of this Agreement (as defined in Section 24 below), provided the Project is in compliance with the County Code and otherwise meets all applicable rules, regulations, and laws, and upon payment of any applicable administrative fees, County shall issue to the Applicant a Capacity Encumbrance Letter sufficient to encumber school capacity for the Project.

At such time as Applicant has prepaid the School Impact Fees further described in Section 6.a. of this Agreement and paid the applicable installment(s) of the School Capacity Reservation Fee described in Section 9 below, School Capacity shall be reserved for the total units in the Project as reflected on the application; provided, however, the Applicant shall be required to apply for and obtain a School Capacity Reservation Certificate ("SCRC") prior to the expiration of the Capacity Encumbrance Letter and provided further if the Applicant fails to make any of the required School Capacity Reservation Fee payments described in Paragraph 9 below or if this Agreement is terminated, such reserved School Capacity shall lapse and be returned to the applicable capacity bank. Applicant may utilize funds available in any School Impact Fee Credit account set up as a result of this Agreement to pay said School Capacity Reservation Fees.

9. CAPACITY RESERVATION FEE. In order to reserve capacity for the total units in the Project and in order to receive a SCRC, prior to expiration of Applicant's Capacity Encumbrance Letter, Applicant shall be required to pay a School Capacity Reservation Fee for the Project in accordance with Section 30-599 of the Orange County Code which School Capacity Reservation Fee may be paid with any School Impact Fee Credit account set up as a result of this Agreement. As of the date of this Agreement, the total School Capacity Reservation Fees for the Project are estimated to be FOUR MILLION THREE HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED TWELVE AND 00/100 DOLLARS (\$4,357,212.00) and are anticipated to be paid in accordance with the schedule below. However, Applicant shall be obligated to pay the School Capacity Reservation Fees at the rates in effect at the time Applicant applies for the SCRC for the Project and in accordance with the schedule contained within the SCRC at the time of issuance.

- a. Upon application for a SCRC:  
\$ 1,452,404.00; and
- b. 12 months from date of SCRC:  
\$ 1,452,404.00; and
- c. 24 months from date of SCRC:  
\$ 1,452,404.00 (the remaining balance of the SCRC fees).



Notwithstanding the schedule provided by this Section, Applicant shall be required to prepay all of the School Impact Fees prior to receipt of a SCRC in accordance with terms of the CEA and Section 6 hereof; provided, however, that such prepayment of School Impact Fees may be paid in phases if the Property is developed in phases in accordance with Section 4.a. of the CEA, in which case the SCRC would be issued for the phase being developed. For purposes of clarity, in the event a SCRC is issued for a particular phase of the project, school capacity would continue to be reserved for the remaining phases of the project for a minimum of three (3) years after the first SCRC is issued for the Project, provided the foregoing does not limit the Applicant's ability to extend such three (3) year reservation timeframe in accordance with applicable law, School Board policy, and/or the County Code. The Applicant may choose to use any prepaid School Impact Fees paid pursuant to the CEA and this Agreement as a credit towards School Capacity Reservation Fees due under the SCRC.

10. **TERMINATION.** This Agreement shall terminate and Applicant shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the County and the School Board agree to an extension of the Applicant's Certificate of School Concurrency:

a. The County's Development Review Committee does not approve the development plan for up to 622 multi-family units within one hundred eighty (180) days from submittal by the Applicant of a complete and sufficient development plan and application to the County's Development Review Committee and the Applicable Local Government does not approve the preliminary subdivision plan for up to 294 single family units within one hundred eighty (180) days from approval of the preliminary subdivision plan by the County's Development Review Committee. In such event, all Proportionate Share Mitigation paid by the Applicant shall be refunded to the Applicant by the School Board. Note: a Preliminary Subdivision Plan for 236 units in the Project was approved by the Orange County Board of County Commissioners on September 22, 2015.

b. The Applicant fails to proceed in good faith in a diligent and timely manner and secure at least one Building Permit for a unit other than a model home within three (3) years of recording of the plat. In such case, this Agreement shall be terminated and any encumbered or reserved school capacity shall be returned to its applicable capacity bank. The Applicant will not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement, and will only be entitled to receive a 90% refund of the Capacity Reservation Fee assuming all other applicable conditions are met.

11. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Applicant and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

12. **NOTICES.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the

address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board: The School Board of Orange County, Florida  
Attn: Superintendent of Schools  
445 West Amelia Street  
Orlando, Florida 32801

With a Copy to: Orange County Public Schools  
Attn: Office of Planning & Governmental Relations  
445 West Amelia Street  
Orlando, Florida 32801

Owner/Applicant: Jen Florida, XXI, LLC  
c/o Sun Terra Communities  
1750 W. Broadway, Suite 111  
Oviedo, FL 32765

Pulte Home Corporation  
4901 Vineland Road, Suite 500  
Orlando, FL 32811

County: Orange County Community, Environmental, and Development Services  
Department  
Manager, Fiscal and Operational Support Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

13. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

15. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

16. AMENDMENTS. No modification, amendment, or alteration to the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

17. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing and shall require the prior written consent of all of the Parties hereto, which consent shall

not be unreasonably withheld, conditioned, or delayed. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

18. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

19. RECORDING OF THIS AGREEMENT. The School Board agrees to record this Agreement, at Applicant's expense, within fourteen (14) days after the Effective Date, in the Public Records of Orange County, Florida.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

21. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code and venue for any action to enforce the provisions of this Agreement shall be in the Ninth Judicial Circuit Court in and for Orange County, Florida.

23. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

24. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

*Signatures on Following Page*


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

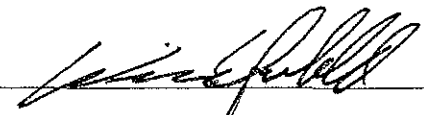
Signed, sealed and delivered in the

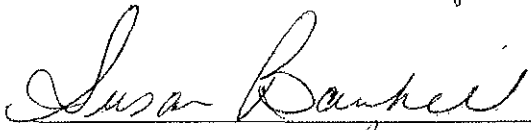
"SCHOOL BOARD"

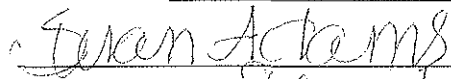
Presence of:

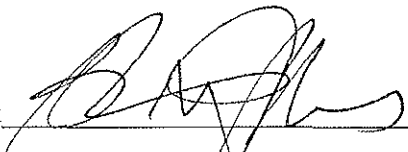
**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida


  
Print Name: Catherine Compasch

By:   
William E. Sublette, Chairman  
Date: 12.17.15, 2015

  
Print Name: Susan Barnhill

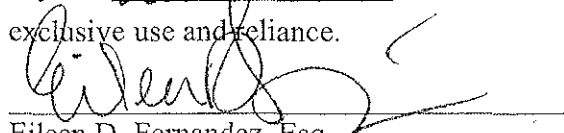
  
Print Name: Susan Adams

Attest:   
Barbara M. Jenkins, as its Secretary and Superintendent

  
Print Name: Catherine Compasch

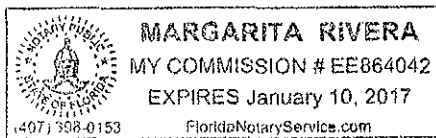
{Corporate Seal}

Approved as to form and legality by the Office of the General Counsel to the School Board of Orange County, Florida this 8<sup>th</sup> day of December, 2015 for its exclusive use and reliance.

  
Eileen D. Fernandez, Esq.  
Associate General Counsel

STATE OF FLORIDA  
COUNTY OF ORANGE

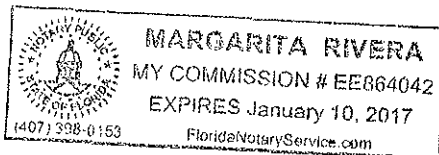
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2015, by William E. Sublette, as the Chairman of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida on behalf of the School Board. Said person (check one) ☒ is personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.



Margarita Rivera  
Printed Name: Margarita Rivera  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2015, by Barbara M. Jenkins, as Secretary and Superintendent of The School Board of Orange County, Florida, a body corporate body and political subdivision of the State of Florida on behalf of the School Board. Said person (check one) ☒ is personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.



Margarita Rivera  
Printed Name: Margarita Rivera  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**"COUNTY"**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

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

Teresa Jacobs  
Orange County Mayor

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

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

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

Deputy Clerk

Signed, sealed and delivered in the

Presence of:

"APPLICANT"

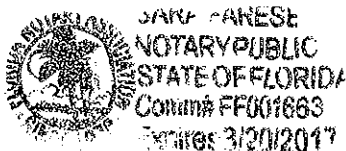
PULTE HOME CORPORATION, a  
Michigan corporation

Print Name: Wanda Villalba  
Wanda Villalba  
Print Name: Karen Woods  
Karen Woods

By: [Signature]  
Print Name: DOUG HOFFMAN  
Title: DIRECTOR OF LAND  
Date: NOVEMBER 10<sup>TH</sup>, 2015

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of November, 2015, by Doug Hoffman as DIRECTOR OF LAND of PULTE HOME CORPORATION, a MICHIGAN CORPORATION on behalf of said corporation/partnership/limited liability company. Said person (check one)        is personally known to me or X produced        as identification.



Sara Fares  
Printed Name: Sara Fares  
Notary Public, State of Florida  
Commission No. FF001663  
My commission expires: 3/20/2017

Signed, sealed and delivered in the

"APPLICANT"

Presence of:

JEN FLORIDA XXI, LLC, a Florida limited liability company

Angelica Octobez

Print Name: Angelica Octobez

Joan E. MacDonnell

Print Name: Joan E. MacDonnell

By: 

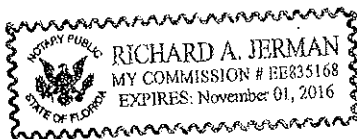
Print Name: John Kraynick

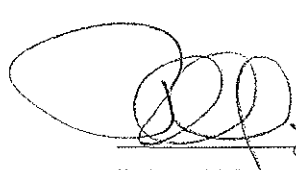
Title: Co-manager

Date: November 10, 2015

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 10th day of November, 2015, by John Kraynick as Co-manager of JEN FLORIDA XXI, LLC, a Florida limited liability company on behalf of said corporation/partnership/limited liability company. Said person (check one) X is personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.





Printed Name: R. A. Jerman

Notary Public, State of Florida

Commission No. EE835168

My commission expires: 11/1/2016





**First American**

## Exhibit A

### Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2037-3160335**

Customer Reference Number: 0051183/159043 (Phase 1 – SF and MF)  
First American File Number: 2037-3160335

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

LOTS 1 AND 2, AND TRACTS A AND B, RUBY LAKE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGES 42 THROUGH 48, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

**LESS AND EXCEPT THE FOLLOWING (HILTON PARCEL):**

A PORTION OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15, NORTH 00°00'35" EAST, 159.63 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID EAST LINE, SOUTH 53°09'05" WEST, 69.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A CENTRAL ANGLE OF 37°07'22", A RADIUS OF 220.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 71°42'46" WEST, 140.06 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 142.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE, NORTH 89°43'33" WEST, 96.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 58°04'47", A RADIUS OF 16.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 60°41'10" WEST, 15.53 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 16.22 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 91°42'40", A RADIUS OF 71.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 77°30'06" WEST, 101.90 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 113.65 FEET; THENCE DEPARTING SAID CURVE ON A RADIAL LINE, NORTH 33°21'26" WEST, 134.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 56°22'06", A RADIUS OF 500.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 61°32'29" WEST, 472.31 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 491.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DEPARTING SAID CURVE, NORTH 89°43'32" WEST, 1067.97 FEET; THENCE SOUTH 00°16'27" WEST, 100.32 FEET; THENCE, SOUTH 63°56'24" WEST, 26.33 FEET; THENCE, NORTH 30°16'39" WEST, 28.95 FEET; THENCE, SOUTH 79°11'58" WEST, 114.12 FEET; THENCE, SOUTH 57°38'46" EAST, 76.00 FEET; THENCE SOUTH 77°38'10" WEST, 13.57 FEET; THENCE SOUTH 76°26'50" WEST, 58.37 FEET; THENCE, SOUTH 66°36'10" WEST, 63.88 FEET; THENCE, NORTH 56°55'25" WEST, 15.43 FEET; THENCE, SOUTH 41°57'51" WEST, 64.69 FEET; THENCE, SOUTH 67°37'27" WEST, 83.81 FEET; THENCE SOUTH 58°44'45" WEST, 16.95 FEET TO A POINT ON THE WEST LINE OF LOTS 39 AND 58 AS DESCRIBED IN OFFICIAL RECORDS BOOK 5517, PAGES 2492-2494, SAID POINT BEING NORTH 00°18'02" EAST, 163.34 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 58; THENCE ALONG SAID WEST LINE, NORTH 00°18'02" EAST, 1179.39 FEET TO THE NORTHWEST CORNER OF SAID LOT 39; THENCE ALONG THE NORTH LINE OF LOT 39, 38, AND 37 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5517, PAGES 2492-2494, SOUTH 89°17'53" EAST, 710.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 20°39'39", A RADIUS OF 585.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 77°13'49" EAST, 209.81 FEET; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 210.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 87°33'39" EAST, 905.99 FEET TO THE POINT

*mmr*  
237



**First American**

# Exhibit A (Continued)

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2037-3160335**

OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 22°36'56", A RADIUS OF 415.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 76°15'11" EAST, 162.75 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 163.81 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 25°05'40", A RADIUS OF 666.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 44°32'28" EAST, 289.37 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 291.70 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 23°56'01", A RADIUS OF 415.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 12°10'13" EAST, 172.10 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 173.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE, SOUTH 00°12'13" EAST, 359.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 32°29'42", A RADIUS OF 585.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 16°27'04" EAST, 327.35 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 331.78 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 15, SAID POINT BEING SOUTH 00°00'35" WEST, 1150.29 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4, OF THE NORTHEAST 1/4, OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST; THENCE ALONG SAID EAST LINE SOUTH 00°00'35" WEST, 15.42 FEET TO THE POINT OF BEGINNING.

### AND LESS AND EXCEPT (BELAL QUITCLAIM):

A PORTION OF LOT 1, RUBY LAKE, AS RECORDED IN PLAT BOOK 67, PAGES 42 THROUGH 48, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE SW 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AND BEING MORE PARTICULARLY DESCRIBED ON SAID PLAT AS FOLLOWS:

COMMENCE AT A FOUND 4"X4" UNMARKED CONCRETE MONUMENT FOUND AT THE NORTHEAST CORNER OF THERON H. KEEN'S ADDITION, AS RECORDED IN PLAT BOOK F, PAGE 28, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE INTERSECTION OF THE WEST LINE OF SAID RUBY LAKE AND THE EAST-WEST CENTERLINE OF SAID SECTION 15; THENCE, RUN SOUTH 00°22'31" WEST ALONG SAID WEST LINE A DISTANCE OF 164.93 FEET TO A FOUND 4"X4" UNMARKED CONCRETE MONUMENT AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE, NORTH 89°39'03" WEST ALONG THE SOUTH LINE OF BLOCK 53 OF SAID THERON H. KEEN'S ADDITION AND THE WESTERLY EXTENSION THEREOF A DISTANCE OF 169.40 FEET TO A POINT ON THE EASTERLY LINE OF BLOCK 54 OF SAID SUBDIVISION; THENCE, SOUTH 00°31'08" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 14.01 FEET; THENCE, LEAVING SAID EASTERLY LINE, SOUTH 89°42'19" EAST A DISTANCE OF 169.44 FEET TO THE SOUTHERLY EXTENSION OF SAID WEST LINE OF RUBY LAKE, THENCE, NORTH 00°22'31" EAST ALONG SAID EXTENSION A DISTANCE OF 13.85 FEET TO THE POINT OF BEGINNING.

### AND LESS AND EXCEPT (SINGLE FAMILY PHASE 2):

PORTIONS OF LOT 1 AND LOT 2 OF RUBY LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 42 THROUGH 48, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST OF ORANGE COUNTY, FLORIDA; THENCE THE



**First American**

**Exhibit A  
(Continued)**

**Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2037-3160335**

FOLLOWING TWELVE (12) COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID RUBY LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 42 THROUGH 48, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; NORTH 89°54'38" WEST, A DISTANCE OF 334.30 FEET; NORTH 00°19'10" EAST, A DISTANCE OF 49.77 FEET; NORTH 89°13'06" WEST, A DISTANCE OF 791.24 FEET; NORTH 00°02'07" WEST, A DISTANCE OF 300.98 FEET; SOUTH 89°44'45" EAST, A DISTANCE OF 658.24 FEET; NORTH 00°03'05" WEST, A DISTANCE OF 352.48 FEET; SOUTH 89°54'08" EAST, A DISTANCE OF 136.94 FEET; NORTH 00°15'10" EAST, A DISTANCE OF 149.99 FEET; NORTH 89°53'56" WEST, A DISTANCE OF 136.99 FEET; NORTH 00°18'58" EAST, A DISTANCE OF 412.40 FEET; SOUTH 89°57'31" EAST, A DISTANCE OF 137.22 FEET; NORTH 00°18'30" EAST, A DISTANCE OF 538.14 FEET; THENCE LEAVING SAID RUBY LAKE BOUNDARY SOUTH 89°42'19" EAST, A DISTANCE OF 241.25 FEET; THENCE NORTH 00°22'31" EAST, A DISTANCE OF 178.78 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°20'25" EAST, A DISTANCE OF 1344.33 FEET; THENCE SOUTH 89°53'04" EAST, A DISTANCE OF 94.00 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89°09'46" EAST, A DISTANCE OF 115.60 FEET; THENCE SOUTH 00°20'25" WEST, A DISTANCE OF 1343.72 FEET TO THE AFOREMENTIONED NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE SOUTH 89°38'32" EAST, A DISTANCE OF 215.60 FEET ALONG SAID NORTH LINE; THENCE DEPARTING SAID NORTH LINE, NORTH 00°18'02" EAST, A DISTANCE OF 163.34 FEET; THENCE NORTH 58°44'45" EAST, A DISTANCE OF 16.95 FEET; THENCE NORTH 67°37'27" EAST, A DISTANCE OF 83.81 FEET; THENCE NORTH 41°57'51" EAST, A DISTANCE OF 64.69 FEET; THENCE SOUTH 56°55'25" EAST, A DISTANCE OF 15.43 FEET; THENCE NORTH 66°36'10" EAST, A DISTANCE OF 63.88 FEET; THENCE NORTH 76°26'50" EAST, A DISTANCE OF 58.37 FEET; THENCE NORTH 77°38'10" EAST, A DISTANCE OF 13.57 FEET; THENCE NORTH 57°38'46" WEST, A DISTANCE OF 76.00 FEET; THENCE NORTH 79°11'58" EAST, A DISTANCE OF 114.12 FEET; THENCE SOUTH 30°16'39" EAST, A DISTANCE OF 28.95 FEET; THENCE NORTH 63°56'24" EAST, A DISTANCE OF 26.33 FEET; THENCE NORTH 00°16'27" EAST, A DISTANCE OF 100.32 FEET; THENCE SOUTH 89°43'32" EAST, A DISTANCE OF 254.43 FEET; THENCE SOUTH 08°11'37" WEST, A DISTANCE OF 102.93 FEET; THENCE SOUTH 13°32'13" EAST, A DISTANCE OF 186.97 FEET; THENCE NORTH 76°27'47" EAST, A DISTANCE OF 32.71 FEET; THENCE SOUTH 13°32'13" EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 19°19'01" WEST, A DISTANCE OF 1867.57 FEET; THENCE SOUTH 23°38'56" WEST, A DISTANCE OF 279.97 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 ; THENCE NORTH 89°50'01" WEST, A DISTANCE OF 323.09 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

**TOGETHER WITH:**

NON-EXCLUSIVE EASEMENT RIGHTS ARISING IN FAVOR OF THOSE PORTIONS OF THE INSURED PROPERTY DESCRIBED AS THE "PHASE 1 SINGLE FAMILY PARCEL" BY VIRTUE OF THAT CERTAIN DECLARATION OF WALL TRACT EASEMENT BY AND BETWEEN UNICORP NATIONAL DEVELOPMENTS, INC., AND PULTE HOME CORPORATION, RECORDED OCTOBER\_\_\_\_, 2015, IN OFFICIAL RECORDS BOOK\_\_\_\_, PAGE\_\_\_\_ OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

**END OF SCHEDULE A**



**First American**

## Exhibit A

### Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2037-3160335**

Customer Reference Number: 0051183/159043 (Phase 2 - SF)  
First American File Number: 2037-3160335

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

#### **PHASE TWO DESCRIPTION:**

PORTIONS OF LOT 1 AND LOT 2 OF RUBY LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 42 THROUGH 48, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST OF ORANGE COUNTY, FLORIDA; THENCE THE FOLLOWING TWELVE (12) COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID RUBY LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 42 THROUGH 48, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; NORTH 89°54'38" WEST, A DISTANCE OF 334.30 FEET; NORTH 00°19'10" EAST, A DISTANCE OF 49.77 FEET; NORTH 89°13'06" WEST, A DISTANCE OF 791.24 FEET; NORTH 00°02'07" WEST, A DISTANCE OF 300.98 FEET; SOUTH 89°44'45" EAST, A DISTANCE OF 658.24 FEET; NORTH 00°03'05" WEST, A DISTANCE OF 352.48 FEET; SOUTH 89°54'08" EAST, A DISTANCE OF 136.94 FEET; NORTH 00°15'10" EAST, A DISTANCE OF 149.99 FEET; NORTH 89°53'56" WEST, A DISTANCE OF 136.99 FEET; NORTH 00°18'58" EAST, A DISTANCE OF 412.40 FEET; SOUTH 89°57'31" EAST, A DISTANCE OF 137.22 FEET; NORTH 00°18'30" EAST, A DISTANCE OF 538.14 FEET; THENCE LEAVING SAID RUBY LAKE BOUNDARY SOUTH 89°42'19" EAST, A DISTANCE OF 241.25 FEET; THENCE NORTH 00°22'31" EAST, A DISTANCE OF 178.78 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°20'25" EAST, A DISTANCE OF 1344.33 FEET; THENCE SOUTH 89°53'04" EAST, A DISTANCE OF 94.00 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89°09'46" EAST, A DISTANCE OF 115.60 FEET; THENCE SOUTH 00°20'25" WEST, A DISTANCE OF 1343.72 FEET TO THE AFOREMENTIONED NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE SOUTH 89°38'32" EAST, A DISTANCE OF 215.60 FEET ALONG SAID NORTH LINE; THENCE DEPARTING SAID NORTH LINE, NORTH 00°18'02" EAST, A DISTANCE OF 163.34 FEET; THENCE NORTH 58°44'45" EAST, A DISTANCE OF 16.95 FEET; THENCE NORTH 67°37'27" EAST, A DISTANCE OF 83.81 FEET; THENCE NORTH 41°57'51" EAST, A DISTANCE OF 64.69 FEET; THENCE SOUTH 56°55'25" EAST, A DISTANCE OF 15.43 FEET; THENCE NORTH 66°36'10" EAST, A DISTANCE OF 63.88 FEET; THENCE NORTH 76°26'50" EAST, A DISTANCE OF 58.37 FEET; THENCE NORTH 77°38'10" EAST, A DISTANCE OF 13.57 FEET; THENCE NORTH 57°38'46" WEST, A DISTANCE OF 76.00 FEET; THENCE NORTH 79°11'58" EAST, A DISTANCE OF 114.12 FEET; THENCE SOUTH 30°16'39" EAST, A DISTANCE OF 28.95 FEET; THENCE NORTH 63°56'24" EAST, A DISTANCE OF 26.33 FEET; THENCE NORTH 00°16'27" EAST, A DISTANCE OF 100.32 FEET; THENCE SOUTH 89°43'32" EAST, A DISTANCE OF 254.43 FEET; THENCE SOUTH 08°11'37" WEST, A DISTANCE OF 102.93 FEET; THENCE SOUTH 13°32'13" EAST, A DISTANCE OF 186.97 FEET; THENCE NORTH 76°27'47" EAST, A DISTANCE OF 32.71 FEET; THENCE SOUTH 13°32'13" EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 19°19'01" WEST, A DISTANCE OF 1867.57 FEET; THENCE SOUTH 23°38'56" WEST, A DISTANCE OF 279.97 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 89°50'01" WEST, A DISTANCE OF 323.09 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT AND BENEFIT IN AND TO THAT CERTAIN ACCESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ✓

**END OF SCHEDULE A**



**Planning &  
Governmental Relations**  
Orange County Public Schools



Jurisdiction: Orange County  
School Board Dist.: # 4  
Parcel ID: Multiple Parcels  
Acreage: +/- 165.9 ac

Schools  
ES: Sand Lake  
MS: Southwest  
HS: Dr. Phillips

Ruby Lake




Interoffice Memorandum

AGENDA ITEM

January 4, 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 Cuniff, CEP, CHMM, Deputy Director  
Community, Environmental and Development  
Services Department  
(407) 836-1405**

SUBJECT: January 26, 2016 – Consent Item  
Camino Reale Environmental Land Stewardship  
Agreement

The Environmental Protection Division (EPD) is requesting approval of the Camino Reale Environmental Land Stewardship Agreement. This Agreement is required as part of the requirements of Chapter 15, Article XVIII, Environmental Land Stewardship Program Ordinance.

This Agreement sets forth the commitment by Camino Reale, the property owner, to preserve Stewardship Lands within the property; the general location of Stewardship Lands within the property; the approximate total acreage of Stewardship Lands within the property; and provides draft sketches of the proposed Stewardship Land boundaries.

The Camino Reale Environmental Land Stewardship Agreement was reviewed by the County Attorney's Office and approved as to form.

**ACTION REQUESTED: Approval of Environmental Land Stewardship Agreement Camino Reale Project by and between Camino Reale Properties, LLC, and Orange County. District 4**

JVW/LC: mg

Attachments

This document prepared by:  
Jay Baker  
Bio-Tech Consulting, Inc.  
2002 East Robinson Street  
Orlando, FL 32803

Return to:  
Anthony Cotter  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, FL 32802-1393

## ENVIRONMENTAL LAND STEWARDSHIP AGREEMENT

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### CAMINO REALE PROJECT

This Environmental Land Stewardship Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Camino Reale Properties LLC, a Florida corporation ("Developer"), whose mailing address is 30 Floral Parkway, Concord, Ontario L4K 4-R1 Canada, 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 (hereinafter Developer and County may be referred to individually as a "Party," and collectively as the "Parties."

#### Witnesseth:

WHEREAS, Developer is the owner of fee simple title to certain real property comprising the Camino Reale Project; and

WHEREAS, the Camino Reale Project, more specifically identified by Orange County Parcel ID 01-24-31-0000-00-011, is subject to the requirements of the Innovation Way Overlay, and is therefore subject to the Article XVIII, Chapter 15 of the Orange County Code, also known as the Environmental Land Stewardship Program ("ELSP") Ordinance; and

WHEREAS, Developer is willing to preserve and buffer certain stewardship lands that will be comprised of land encumbered by an existing conservation easement and additional lands that will include uplands and wetlands ("Stewardship Lands"), consistent with the provisions of the ELSP Ordinance; and

WHEREAS, County and Developer desire to set forth certain terms, conditions, and agreements between the Parties as to the preservation of those Stewardship Lands.

NOW THEREFORE, in consideration of the premises and the mutual benefits accruing to the Parties therefrom, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

*Camino Reale Environmental Land Stewardship Agreement*  
*c:\users\anyuser\desktop\camino\camino eslpagreement\_final\_draft\_12-16-15.docx*

1. *Recitals.* The above recitals are true and correct and are incorporated herein by this reference.
2. *Preservation of Stewardship Lands by the Developer.*
  - (a) *Preserved Lands.* Developer agrees and commits to preserve Stewardship Lands that are generally depicted on the ELSP Agreement plan prepared by Daly Design Group, (the “Daly Plan”) attached hereto and incorporated herein as Exhibit “A.” The Stewardship Lands include:
    - (i) Approximately 120.32 acres of uplands and wetlands currently encumbered by the Grant of Conservation Easement in favor of the South Florida Water Management District dated June 28, 2000, that is recorded at Official Records Book 6033, Page 3706, of the Public Records of Orange County, Florida, with the exception of those areas that will be released from the easement for the Innovation Way South right-of-way; and
    - (ii) Approximately 292.4 acres of wetlands and associated buffers, with the exception of the up to five wetland crossings within the limits of the Camino Reale Project. These areas primarily consist of forested wetlands with pasture and flatwoods buffer areas.
  - (b) *Stewardship Lands Obligation.* The Camino Reale Project property (the “Property”) consists of approximately 1,019.7 gross acres, inclusive of water bodies and wetlands. The overall Stewardship Lands constitute approximately 412.72 acres, of which approximately 120.32 are currently under Conservation Easement, and the remaining approximately 292.4 acres are located to the south and east of the existing conservation easement. These acreages do not consider right-of-ways that will be located within the Stewardship Lands.
  - (c) *Procedure.* Developer shall preserve the Stewardship Lands as generally depicted on the Daly Plan.
    - (i) Preservation of the Stewardship Lands shall be by dedication of a Conservation Easement to County over the entire wetland and buffer areas at the time of recording the plat of property contiguous to said areas. The Conservation Easement in favor of County shall reserve to Developer and/or to the Camino Reale Homeowners Association, Inc. (the “HOA”), and their successors and assigns, the following rights and obligations:
      1. The right and the obligation to maintain the Stewardship Lands and adjacent portions of the



Property including, but not limited to retention ponds, for purposes of carrying out the management plan contemplated in Section 4 below.

2. The right to construct and maintain roads in the approximate locations shown on the Daly Plan.

(ii) Developer shall pay all costs of recording the plat that includes that Stewardship Lands.

3. **ELSP.** In connection with this Agreement, at the time of platting of all lots adjacent to the wetland and buffer areas, Developer shall record in the Public Records of Orange County, Florida, a Notice of ELSP Preservation and Maintenance applicable to such adjacent lots in substantially the form required in Subsection 15-825(b)(2)c. of the ELSP Ordinance, a sample of which is attached hereto as Exhibit "B." Developer shall also provide notice to any purchaser of such adjacent lots the Disclosure required in Subsection 15-825(b)(2)d. of the ELSP Ordinance, a copy of which is attached hereto as Exhibit "C."
4. **Management Plan.** The Parties agree that Developer and/or the HOA shall have all management responsibilities for the Stewardship Lands. The specific management plan shall be developed and submitted to County for approval within 45 days following the Effective Date of this Agreement.
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 part shall have specified by written notice to the other party delivered in accordance herewith.

As to Developer: Camino Reale Properties LLC  
30 Floral Parkway  
Concord, Ontario L4K 4-R1 Canada

With a copy to: Bio-Tech Consulting, Inc.  
2002 East Robinson Street  
Orlando, FL 32803

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

With a copy to: Orange County Community, Environmental and  
Development Services Department  
Manager, Environmental Protection Division  
3165 McCrory Place, Suite 200  
Orlando, FL 32803

6. ***Covenants Running with the Land.*** This Agreement shall run with the Property and shall be binding upon and shall insure to the benefit and detriment of the heirs, legal representatives, successors, and assigns of Developer and any person, firm, corporation, or other entity that may become the successor in interest to any portion of the Property.
7. ***Applicable Law.*** The Parties acknowledge that this Agreement was entered and delivered in the State of Florida. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction.
8. ***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.
9. ***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.
10. ***Limitation of Remedies.*** County and Developer expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.
  - (a) ***Limitations on the County's Remedies.*** Upon any failure by Developer 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 withholding of development permits and other approvals or permits in connection with the Property; or
    - iii. Any combination of the foregoing.

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

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

- i. Action for specific performance or injunction; or
- ii. Action for declaratory judgment regarding the rights and obligations of Developer; or
- iii. Any combination of the foregoing.

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

11. *Amendment.* This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.
12. *Waiver of Enforcement.* Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
13. *Sovereign Immunity.* Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of County, including its elected officials, officers, and employees, beyond any statutory limited waiver of immunity or limits of liability in section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
14. *Severability.* In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any person, legal entity, or circumstances by any court of competent jurisdiction, the remainder of this Agreement and the application and effect of its terms, covenants or conditions to such persons, legal entities or circumstances shall not be affected thereby.

15. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed for 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

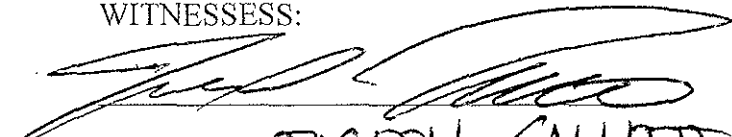
Date: \_\_\_\_\_


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

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

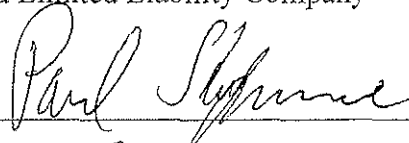
[Signatures Continue on Following Page]

WITNESSES:

  
Print Name: JOSEPH GALLETTI

  
Print Name: Emily Farash

CAMINO REALE PROPERTIES LLC  
a Florida Limited Liability Company

By:   
Print Name: PAUL SHAIKLEPPERE  
Title: V.P.  
Date: JAN 6, 2016


STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Paul Shakespeare as Vice President of Camino Reale Properties LLC, who is known by me to be the person described herein and who executed the foregoing, this 6<sup>th</sup> day of January, 2016. He/She is personally known to me or has produced as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 6<sup>th</sup> day of January, 2016.



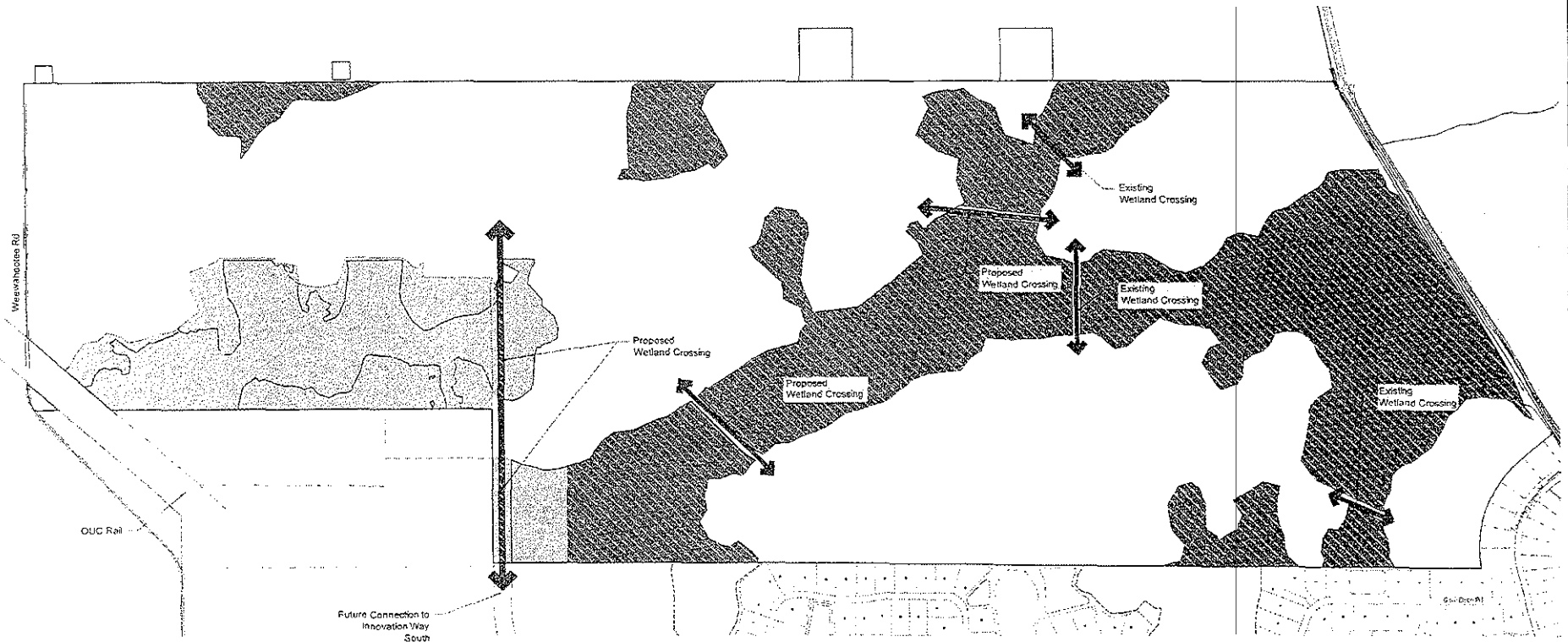
DALIA CABANI  
MY COMMISSION # FF 232606  
EXPIRES: June 9, 2019  
Bonded Thru Budget Notary Services

  
Notary Public

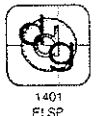
Print Name: Dalia Cabani  
My Commission Expires: June 9, 2019

# EXHIBIT A

# Camino Reale ELSP



daly design group inc.  
 Land Planning, Landscape Architecture, Project Management, Development Consulting  
 913 N Pennsylvania Ave, Winter Park, FL 32789  
 Phone: (407) 740-7373 www.dalydesign.com  
 Job no: 1401 Scale 1"=400' Date: May 2015



# EXHIBIT B



### **Notice of ELSP Preservation and Maintenance**

The Property that is described on the attached Exhibit "B" (the "Property") is located within the Innovation Way Overlay in Orange County, Florida. Please be advised that all property located within the Innovation Way Overlay is subject to the requirement of Orange County Code, Chapter 15, Article XVIII, the Environmental Land Stewardship Program Ordinance (the "ELSP Ordinance"). The ELSP Ordinance provides that all development approvals in the Innovation Way Overlay are contingent upon preservation of Stewardship Lands, as defined in the ELSP Ordinance. Such preservation requires a management plan, which may include certain continuing resource management practices, including, but not limited to: ecological burning, pesticide and herbicide use, exotic plant and animal removal, use of heavy equipment and machinery, and other practices as may be deemed necessary for proper resource management.

# EXHIBIT C

### **Environmental Land Stewardship Program Disclosure Statement**

The following Disclosure Statement shall be in conspicuous type and shall be contained in a single document that shall be provided to the purchaser separately from the contract for purchase and sale and the other documents. The disclosure type shall be conclusively deemed conspicuous if it is all uppercase letters and typed in at least twelve-point typeface.

IF YOU ARE BUYING PROPERTY WITHIN THE INNOVATION WAY OVERLAY IN ORANGE COUNTY, YOU SHOULD KNOW THESE BASIC FACTS:

1. PROPERTY IN THE INNOVATION WAY OVERLAY IS SUBJECT TO THE REQUIREMENTS OF ORANGE COUNTY CODE, CHAPTER 15, ARTICLE XVIII, THE ENVIRONMENTAL LAND STEWARDSHIP PROGRAM ("ELSP ORDINANCE").
2. THE ELSP ORDINANCE PROVIDES THAT ALL DEVELOPMENT APPROVALS IN THE INNOVATION WAY OVERLAY ARE CONTINGENT UPON PRESERVATION OF STEWARDSHIP LANDS, AS DEFINED IN THE ORDINANCE.
3. THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED ADJACENT TO OR IN CLOSE PROXIMITY TO PROPERTY DESIGNATED AS STEWARDSHIP LANDS EITHER NOW OR IN THE FUTURE. STEWARDSHIP LANDS ARE SUBJECT TO MANAGEMENT PLANS THAT MAY INCLUDE CERTAIN CONTINUING RESOURCE MANAGEMENT PRACTICES INCLUDING, BUT NOT LIMITED TO: ECOLOGICAL BURNING, PESTICIDE AND HERBICIDE USE, EXOTIC PLANT AND ANIMAL REMOVAL, USE OF HEAVY EQUIPMENT AND MACHINERY, AND OTHER PRACTICES AS MAY BE DEEMED NECESSARY FOR PROPER RESOURCE MANAGEMENT.
4. BEFORE YOU SIGN A CONTRACT BE SURE THAT YOU RECEIVE WRITTEN INFORMATION ABOUT THE ELSP AND HOW IT AFFECTS THE PROPERTY YOU ARE PURCHASING.

I HAVE READ AND UNDERSTAND THE DISCLOSURE PROVIDED IN THIS DISCLOSURE STATEMENT PRIOR TO EXECUTION OF A CONTRACT TO PURCHASE ANY PROPERTY WITHIN THE INNOVATION WAY OVERLAY.




Interoffice Memorandum

AGENDA ITEM

December 15, 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: Lori Cunniff, CEP, CHMM, Deputy Director  
Community, Environmental and Development  
Services Department  
(407) 836-1405

SUBJECT: January 26, 2016 – Consent Item  
Environmental Protection Commission Recommendation Permit  
Modification for Boat Dock to Mary Oakes (BD-15-05-069) on  
Lake Down

On July 7, 2015, the Environmental Protection Division (EPD) issued a Dock Construction Permit, BD-15-05-069, for construction of a replacement dock at 33 Oakdale Street. The new dock was permitted with a terminal platform size of 692 square feet and was to extend 65-feet waterward of the existing seawall. This is the same length as the previously existing dock. County Code allows a terminal platform size of up to 880 square feet for a property of this size. The adjacent neighbor to the south, Robert and Phai Thi Masterson at 41 Oakdale Street, provided a Letter of No Objection (LONO) for a reduced side setback of 10 feet in lieu of the required 25 feet. Therefore the dock permit was issued with an Environmental Protection Officer (EPO) approved Administrative Waiver to side setback.

On November 4, 2015, after construction of the permitted dock had commenced, EPD received a request for modification to the permit along with several revised drawings to extend the walkway an additional seven (7) feet waterward. The contractor, Extreme Marine Boat Docks, stated this was necessary due to water depths of only 18 inches under the 'nose' of the boat slip. When the water is at the Normal High Water Elevation (NHWE), the depth would be only 1 foot. The proposed dock sits at the landward edge of a "channel" along the western shoreline of Lake Down.

Page Two

January 26, 2016 – Consent Item

Environmental Protection Commission Recommendation Permit Modification for Boat Dock to Mary Oakes (BD-15-05-069) on Lake Down

The contractor stated that by extending the walkway an additional seven (7) feet, it would position the slip in sufficient depth of water to be functional. This would shift the terminal platform waterward approximately seven (7) feet into the "channel" for a total distance of 72 feet from the seawall.

EPD also received an exhibit with distances and depths across the channel from the existing end of dock. In an abundance of caution, EPD requested that the Orange County Sheriff's Office (OCSO) render an opinion as to whether or not the new location of the terminal platform would hinder navigation within the channel. The OCSO determined that it would not.

Pursuant to Orange County Code, Chapter 15, Article IX, EPD staff evaluated the proposed permit modification and the EPO issued a Modification to Dock Construction Permit BD-15-05-069 on November 6, 2015.

On November 5, 2015, prior to issuance of the permit modification, EPD received an e-mail objection to issuance of the permit from Mr. Robert Sexton. EPD staff sent Mr. Sexton a copy of the issued permit modification.

On November 13, 2015, EPD received an appeal of the EPO decision to issue the permit modification from Mr. Sexton. On November 20, 2015, EPD received payment of the required fee for an appeal. As stated in 15-349 (a) the applicant, or parties who have previously filed written objections, may within 15 calendar days of the decision of the EPO, file a written appeal with the EPO. If an appeal is taken, such appeal shall be heard by the Environmental Protection Commission (EPC). The EPC shall render a recommendation to the Board of County Commissioners approving, approving with modifications, or denying the recommendation of the EPO.

Mr. Sexton lives at 136 Down Court, Windermere, and in the appeal filed by his attorney, Hennen Woods, PLLC, states "that the extension interferes with his rights in and to the existing easement and the extension patently interferes with his riparian right of access and view, which is subject to a lawsuit". The appeal further states that "the extension violates the following Ordinances: Sec.1 15-342(a), as such extension is not necessary since the original permit provides a point where reasonable water depth for mooring is achieved; and Sec. 15-341(4) as the applicant does not have riparian rights to construct the dock in such a way that materially interferes with his easement rights in the 50' Davis Canal Easement, which affords his access to Lake Down".

Additionally, the appeal further states that the County failed to provide him with adequate notice prior to the issuance of both the permit and the modification to the permit as required by Sec. 15-347.

Page Three

January 26, 2016 – Consent Item

Environmental Protection Commission Recommendation Permit Modification for Boat Dock to Mary Oakes (BD-15-05-069) on Lake Down

The appellant, attorney for the appellant, the permittee, and agent for the permittee were all notified of the EPC hearing for the appeal on November 24, 2015. There currently is no enforcement action for this property. Upon hearing testimony at the December 9, 2015 EPC hearing, the EPC recommended approval of the EPO decision to issue the permit modification.

**ACTION REQUESTED:** Acceptance of Recommendation of the Environmental Protection Commission to approve the recommendation of the Environmental Protection Officer's decision (Orange County Code, Chapter 15, Article IX, Section 15-349) to issue the modification to boat dock permit BD-15-05-069 for Mary Oakes. District 1

JVW/LC: mg

Attachments



ENVIRONMENTAL  
PROTECTION  
COMMISSION

John Mildos  
*Chairman*

David Ward  
*Vice Chairman*

Sally Atwell

Alex Preisser

Michael Kyhos

Jonathan Huels

Glenn Dunkelberger

ENVIRONMENTAL PROTECTION DIVISION  
Lori Cunniff, CEP, CHMM, Deputy Director  
Community, Environmental and Development Services Department  
800 Mercy Drive, Suite 4  
Orlando, FL 32808-7896  
407-836-1400 • Fax 407-836-1499  
www.ocfl.net

ORANGE COUNTY  
ENVIRONMENTAL PROTECTION COMMISSION

Recommendation regarding an appeal of the decision of the Environmental Protection Officer (EPO) (Orange County Code, Chapter 15, Article IX, Section 15-349) to issue a permit modification to a boat dock construction permit (BD-15-05-069) for Mary Oakes on Lake Down.

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

**APPEAL:** Mr. Robert Sexton, located at 136 Down Court, has submitted a timely Appeal of the decision of the Environmental Protection Officer (EPO) to issue a modification to Dock Construction Permit BD-15-05-069 for Mary Oakes, issued on November 6, 2015.

**BACKGROUND:** On July 7, 2015 EPD issued a Dock Construction Permit, BD-15-05-069 for construction of a replacement dock at 33 Oakdale Street. The new dock was permitted with a terminal platform size of 692 square feet and was to extend 65-feet waterward of the existing seawall. This is the same length as the previously existing dock. County Code allows a terminal platform size of up to 880 square feet for a property of this size. The adjacent neighbor to the south, Robert and Phai Thi Masterson at 41 Oakdale Street, provided a Letter of No Objection (LONO) for a reduced side setback of 10 feet in lieu of the required 25 feet. Therefore the dock permit was issued with an EPO approved Administrative Waiver to side setback.

On November 4, 2015, after construction of the permitted dock had commenced, EPD received a request for modification to the permit along with several revised drawings to extend the walkway an additional seven (7) feet waterward. The contractor, Extreme Marine Boat Docks, stated this was necessary due to water depths of only 18 inches under the 'nose' of the boat slip. When the water is at the Normal High Water Elevation (NHWE), the depth would be only 1 foot. The proposed dock sits at the landward edge of a "channel" along the western shoreline of Lake Down.

The contractor stated that by extending the walkway an additional seven (7) feet, it would position the slip in sufficient depth of water to be functional. This would shift the terminal platform waterward approximately 7 feet into the "channel" for a total distance of 72 feet from the seawall.

EPD also received an exhibit with distances and depths across the channel from the existing end of dock. In an abundance of caution, the Orange County Sheriff's Office (OCSO) was asked to render an opinion as to whether or not the new location of the terminal platform would hinder navigation within the channel. The OCSO determined that it would not.

Pursuant to Orange County Code, Chapter 15, Article IX, EPD staff evaluated the proposed permit modification and the EPO issued a Modification to Dock Construction Permit BD-15-05-069 on November 6, 2015.

On November 5, 2015, prior to issuance of the permit modification, EPD received an e-mail objection to issuance of the permit from Mr. Robert Sexton. EPD staff sent Mr. Sexton a copy of the issued permit modification.

On November 13, 2015, EPD received an appeal of the EPO decision to issue the permit modification from Mr. Sexton. On November 20, 2015, EPD received payment of the required fee for an appeal. As stated in 15-349 (a) the applicant, or parties who have previously filed written objections, may within 15 calendar days of the decision of the EPO, file a written appeal with the EPO. If an appeal is taken, such appeal shall be heard by the EPC. The EPC shall render a recommendation to the Board of County Commissioners approving, approving with modifications, or denying the recommendation of the EPO.

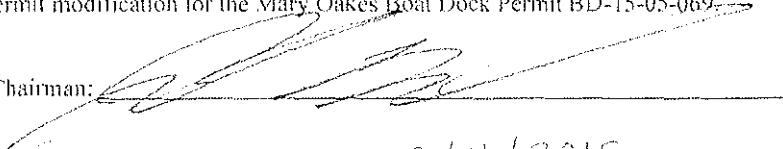
Mr. Sexton lives at 136 Down Court, Windermere, and in the appeal filed by his attorney, Hennen Woods, PLLC, states "that the extension interferes with his rights in and to the existing easement and the extension patently interferes with his riparian right of access and view, which is subject to a lawsuit". The appeal further states that "the extension violates the following Ordinances: Sec. 15-342(a), as such extension is not necessary since the original permit provides a point where reasonable water depth for mooring is achieved; and Sec. 15-341(4) as the applicant does not have riparian rights to construct the dock in such a way that materially interferes with his easement rights in the 50' Davis Canal Easement, which affords his access to Lake Down".

Additionally, the appeal further states that the County failed to provide him with adequate notice prior to the issuance of both the permit and the modification to the permit as required by Sec. 15-347.

The appellant, attorney for the appellant, the permittee, and agent for the permittee were all notified of the EPC hearing for the appeal on November 24, 2015.

There currently is no enforcement action for this property.

**RECOMMENDATION: Approval.** Based upon the evidence and testimony presented at the December 9, 2015, public hearing, the EPC made a recommendation to approve the decision of the EPO to issue the permit modification for the Mary Oakes Boat Dock Permit BD-15-05-069.

Signature of EPC Chairman: 

DATE EPC RECOMMENDATION RENDERED: 12/11/2015



# Boat Dock Permit



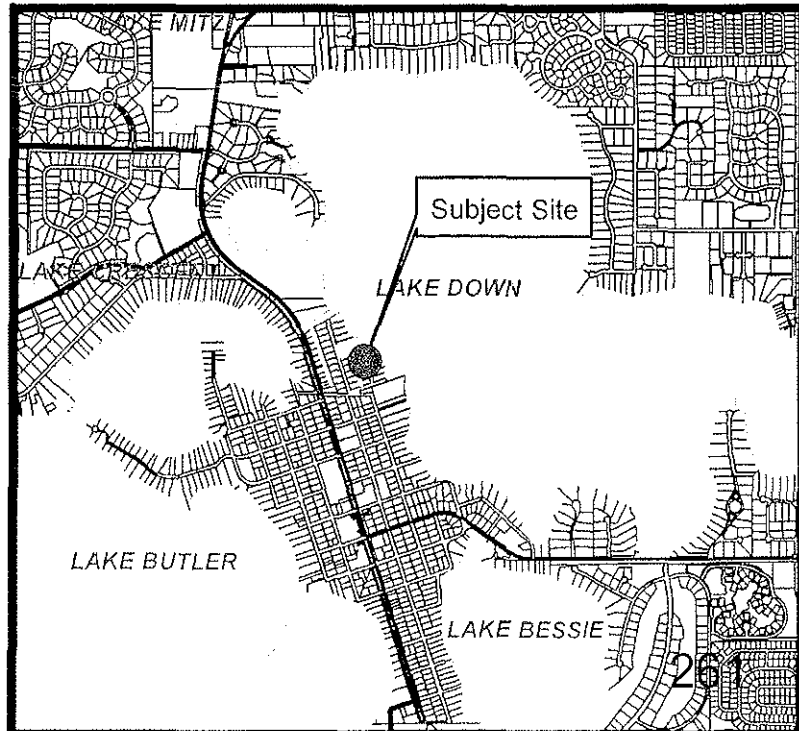
**BD-15-05-069**

**Permittee:** Mary Oakes

**Parcel ID:** 08-23-28-1948-02-100

**Project Site**

**Property Location**





Interoffice Memorandum

I. CONSENT AGENDA  
COMMUNITY, ENVIRONMENTAL AND  
DEVELOPMENT SERVICES  
DEPARTMENT

4

## AGENDA ITEM

January 4, 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 Cuniff, CEP, CHMM, Deputy Director  
Community, Environmental and Development  
Services Department  
(407) 836-1405

SUBJECT: January 26, 2016 - Consent Item  
Environmental Protection Commission Recommendation for a  
Request for After the Fact Dock Waiver and Variance for  
Julian Macias

On August 7, 2013, Orange County Environmental Protection Division (EPD) issued permit BD-13-07-072 to Julian Macias at 824 Rosemere Circle on Lake Rose for the construction of a floating/removable boat dock on the above-referenced property. EPD conducted a site visit and determined the dock was in compliance with the permit.

Due to a complaint received by EPD on May 30, 2014, EPD staff conducted a site visit of the subject property on June 2, 2014, and observed that the floating dock had been removed and that a more permanent "fixed" dock had been constructed on the site that was significantly different from the floating/removable dock originally permitted and approved by EPD via Dock Construction Permit BD-13-07-072.

On December 3, 2014, EPD sent a Notice of Violation (NOV) to the property owner and requested Mr. Macias remove the dock or apply for an after the fact permit (and any waivers and variances) to keep the dock as constructed. On January 21, 2015, EPD received an after the fact application to construct a dock.

As stated in section 15-342(b), "the maximum square footage of the terminal platform shall not exceed the square footage of ten times the linear shoreline frontage for the first seventy-five (75) feet of shoreline and five times the linear shoreline frontage for each foot in excess of seventy-five (75) feet, not to exceed a maximum of one thousand (1,000) square feet." The length of the shoreline is 30 linear feet at the Normal High Water Elevation (NHWE); therefore, the allowed terminal platform size is 300 square feet. The boat dock was constructed with a terminal platform size of 762 square feet. Therefore, a waiver is required.

Pursuant to Section 15-350(a)(2), Waivers, "...the applicant shall (1) describe how this waiver would not negatively impact the environment and (2) the effect of the proposed waiver on abutting shoreline owners."

To address Section 15-350(a)(2)(1), the applicant agreed to pay \$725 to the Conservation Trust Fund (CTF) as mitigation for the additional shading impacts to the surface water that will be caused by the larger than allowed terminal platform. Based on the Uniform Mitigation Assessment Methodology (UMAM), the contribution amount is equivalent to the mitigation required for the impacts.

To address Section 15-350(a)(2)(2), the applicant provided a document on December 17, 2014, signed by both of his adjacent neighbors, Mrs. Crowe of 633 Woodlawn Cemetery Road and Celia Santini of 820 Rosemere Circle, indicating they did not have any objections to the dock as constructed.

Pursuant to Section 15-343(a), on lots or parcels having a shoreline frontage of less than seventy-five (75) feet, docks, including designated mooring areas, shall have a minimum side-setback of ten (10) feet from the projected property line. The boat dock has been partially constructed (for a total of 16.7 feet) across the property line to the north at 633 Woodlawn Cemetery Road, owned by Jimmy and Wanda Crowe. Therefore, a variance is required.

Pursuant to Section 15-350 (a)(1), Variances...." The applicant shall also describe (1) how strict compliance with the provisions from which a variance is sought would impose a unique and unnecessary hardship on the applicant-the hardship cannot be self-imposed; and (2) the effect of the proposed variance on abutting shoreline owners.

To address Section 15-350(a)(1)(1), during various conversations, the applicant stated that dock to the south, located at 820 Rosemere Circle, was constructed in an angled fashion, thereby forcing him to angle his accordingly.

To address Section 15-350(a)(1)(2), the applicant provided a recorded Dock Access Easement Agreement on December 4, 2015 indicating that Mr. and Mrs. Crowe do not object to the placement of the dock.

EPD has initiated enforcement action on the subject property. A penalty in the amount of \$200.00 was paid by Mr. Macias on April 10, 2015. Pending the Board of County Commissioner's acceptance of recommendation of the Environmental Protection Commission for approval of the after the fact waiver and variance requests, this enforcement case will be closed.

**ACTION REQUESTED:**

**Acceptance of Recommendation of the Environmental Protection Commission, pursuant to Orange County Code, Chapter 15, Article IX, Section 15-350(b), to approve the request for after the fact waiver to Orange County Code, Chapter 15, Article IX, Section 15-342(b), and approve the request for after the fact variance to Section 15-343(a) for the Macias After the Fact Dock Construction Permit number BD-15-01-003 with a payment of \$725 to the Conservation Trust Fund. District 1**

# After-the-Fact Dock Construction Permit Request



After-the-Fact Dock Construction Permit

District # 1

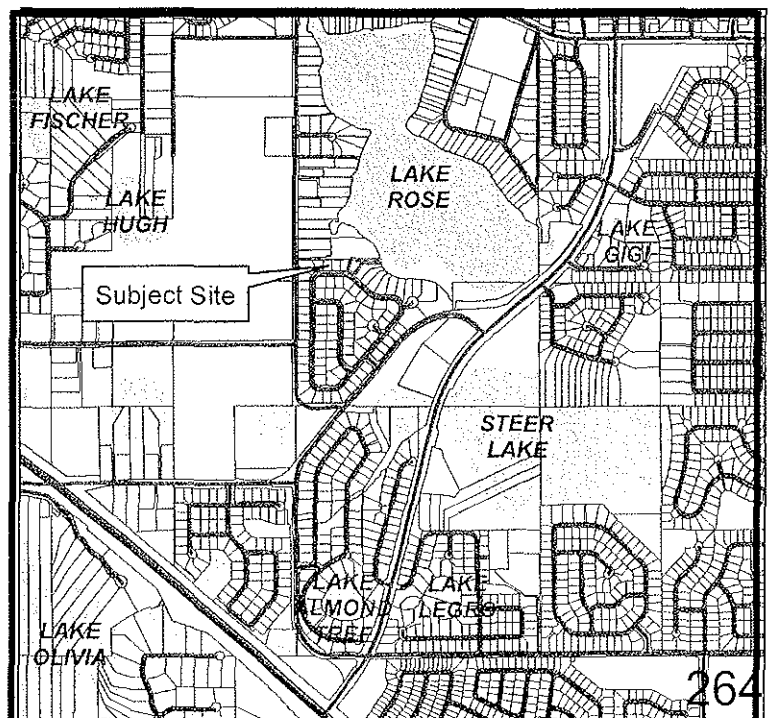
Applicant: Julian Macias

Parcel ID: 34-22-28-4726-00-550

Project Site



Property Location





ENVIRONMENTAL  
PROTECTION  
COMMISSION

John Mildos  
*Chairman*

David Ward  
*Vice Chairman*

Sally Atwell

Alex Preisser

Michael Kyhos

Jonathan Huels

Glenn Dunkelberger

ENVIRONMENTAL PROTECTION DIVISION

Lori Cunniff, CEP, CHMM, Deputy Director

Community, Environmental and Development Services Department

800 Mercy Drive, Suite 4

Orlando, FL 32808-7896

407-836-1400 • Fax 407-836-1499

www.ocfl.net

ORANGE COUNTY  
ENVIRONMENTAL PROTECTION COMMISSION

Recommendation regarding a request for approval of an after the fact waiver from Orange County Code, Chapter 15, Article IX, Section 15-342(b)(terminal platform size) and an after the fact variance to Section 15-343(a)(side setback) for Dock Construction Permit BD-15-01-003; Julian Macias, 824 Rosemere Circle, Orlando, Florida, Lake Rose.

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

**REQUEST:** Julian Macias (the "Applicant") requested approval of an after the fact waiver from Orange County Code, Chapter 15, Article IX, Section 15-342 (b) (terminal platform) and an after the fact variance to Section 15-343(a) (side setback).

**BACKGROUND:** On August 7, 2013, EPD issued Dock Construction Permit BD-13-07-072 to Julian Macias for the construction of a floating/removable boat dock on the above-referenced property. EPD conducted a site visit and determined the dock was in compliance.

Due to a complaint received by Orange County Environmental Protection Division (EPD) on May 30, 2014, EPD staff conducted a site visit of the subject parcel on June 2, 2014 and observed that the floating dock had been removed and that a more permanent "fixed" dock had been constructed on the site that was significantly different from the floating/removable dock originally permitted and approved by EPD. On January 21, 2015, EPD received an after the fact Application to Construct a Dock.

As stated in section 15-342(b), "the maximum square footage of the terminal platform shall not exceed the square footage of ten times the linear shoreline frontage for the first seventy-five (75) feet of shoreline and five times the linear shoreline frontage for each foot in excess of seventy-five (75) feet, not to exceed a maximum of one thousand (1,000) square feet." The length of the shoreline is 30 linear feet at the Normal High Water Elevation (NHWE); therefore, the allowed terminal platform size is 300 square feet. The applicant is requesting the dock to remain as constructed with a 762 square foot terminal platform.

Pursuant to Section 15-350(a)(2), Waivers, "...the applicant shall (1) describe how this waiver would not negatively impact the environment and (2) the effect of the proposed waiver on abutting shoreline owners."

To address Section 15-350(a)(2)(1), the applicant will contribute \$725.00 to the Conservation Trust Fund as mitigation for the additional shading impacts to the surface water that will be caused by the larger than allowed terminal platform. Based on the Uniform Mitigation Assessment Methodology (UMAM), the contribution amount is equivalent to the mitigation required for the impacts.

To address Section 15-350(a)(2)(2), on December 17, 2014, the applicant provided a document on signed by both of his adjacent neighbors, Mrs. Crowe of 633 Woodlawn Cemetery Road, and Celia Santini of 820 Rosemere Circle, indicating they do not have any objections to the proposed dock that was constructed.

Pursuant to Section 15-343(a) on lots or parcels having a shoreline frontage of less than seventy-five (75) feet, docks, including designated mooring areas, shall have a minimum side setback of ten (10) feet from the projected property line. The boat dock has been partially constructed across the property line to the north at 633 Woodlawn Cemetery Road, owned by Jimmy and Wanda Crowe.

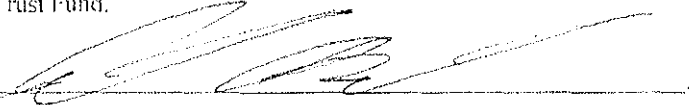
Lake Rose is not considered sovereignty submerged lands. Therefore, in order to construct a dock on property that is not owned by the applicant, EPD directed Mr. Macias to obtain written permission from any affected owners. On December 4, 2015, EPD received a recorded Dock Access Easement Agreement indicating that Mr. and Mrs. Crowe do not object to the placement of the dock.

EPD has initiated enforcement action on the subject property. Pending approval by the Orange County Board of County Commissioners, the enforcement case will be closed.

The recommendation of the Environmental Protection Officer is to approve the after the fact waiver to Chapter 15, Article IX, Section 15-342(b) (terminal platform) and an after the fact variance to Section 15-343(a) (side setback).

**RECOMMENDATION: Approval.** Based upon the evidence and testimony presented at the December 9, 2015, public hearing, the EPC made a recommendation, pursuant to Orange County Code, Chapter 15, Article IX, Section 15-350 (b), to approve the request for after the fact waiver to Orange County Code, Chapter 15, Article IX, Section 15-342 (b) and after the fact variance to Section 15-343(a)(side setback) for the Macias Dock Construction Permit BD-15-01-003 with a contribution of \$725.00 to the Conservation Trust Fund.

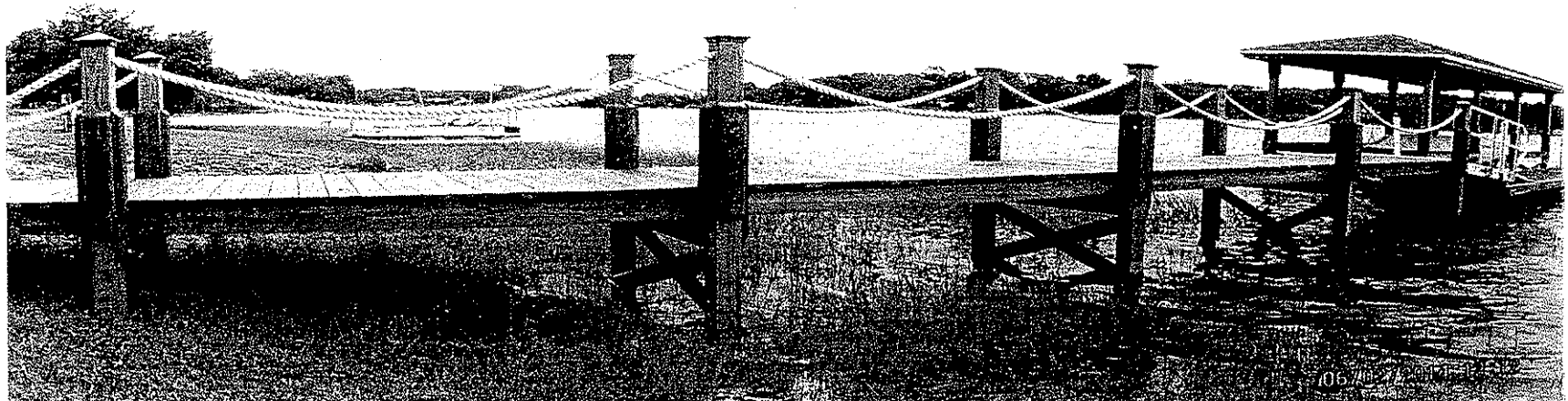
Signature of EPC Chairman:



DATE EPC RECOMMENDATION RENDERED:

12/11/2015

Macias After-the-Fact Application to Construct a Dock BD-15-01-003  
Location: 824 Rosemere Circle, Orlando  
Lake Rose  
Shoreline length: 30 linear feet



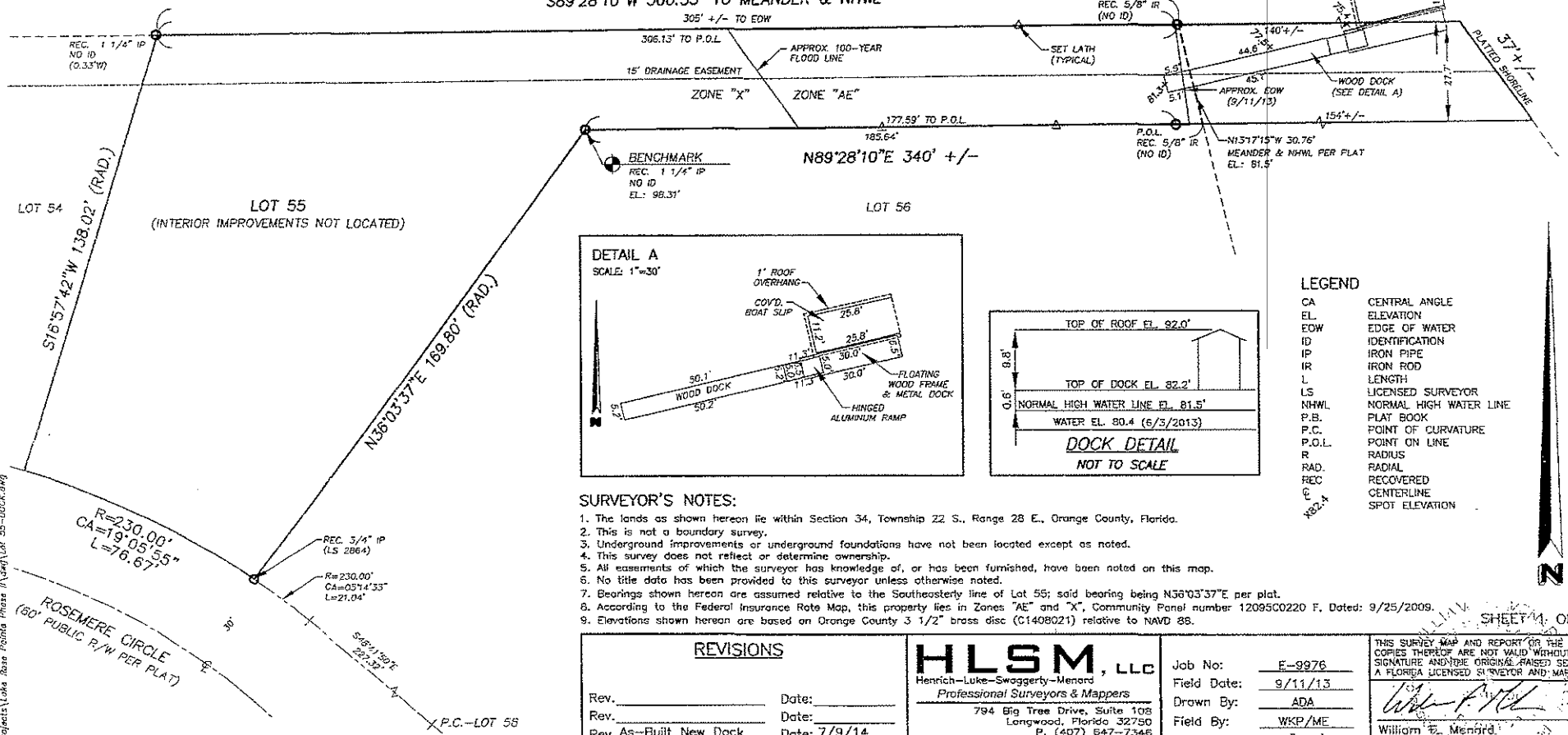


DESCRIPTION:

LOT 54  
LAKEVIEW HEIGHTS  
P.B. "E", PAGES 39-40

S89°28'10"W 306.55' TO MEANDER & NHWL

LAKE ROSE  
WATER EL.: 80.4  
(9/11/13)



1. The lands as shown hereon lie within Section 34, Township 22 S., Range 28 E., Orange County, Florida.
2. This is not a boundary survey.
3. Underground improvements or underground foundations have not been located except as noted.
4. This survey does not reflect or determine ownership.
5. All easements of which the surveyor has knowledge of, or has been furnished, have been noted on this map.
6. No title defects have been provided to this survey.
7. Bearings shown hereon are assumed relative to the Southeastern line of Lot 55; said bearing being N36°03'37"E per plat.
8. According to the Federal Insurance Rate Map, this property lies in Zones "AE" and "X", Community Plan number 1209500.
9. Elevations shown hereon are based on Orange County 3 1/2" brass disc (C1408021) relative to NAVD 88.


Rev. _____	Date: _____
Rev. _____	Date: _____
Rev. As-Built New Dock	Date: 7/9/14
Rev. Relocate Dock	Date: 10/15/13

**HLSM, LLC**  
Henrich-Luke-Swaggerty-Menard  
*Professional Surveyors & Mappers*  
794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 847-7346  
F. (407) 982-7186

Licensed Business No. 7276

Job No: E-9976  
Field Date: 9/11/13  
Drawn By: ADA  
Field By: WKP/ME  
Scale: 1"=30'

THIS SURVEY MAP AND REPORT OR THE  
COPIES THEREOF ARE NOT VALID WITHOUT THE  
SIGNATURE AND THE ORIGINAL RAISED SEAL OF  
A FLORIDA LICENSED SURVEYOR AND MAPPER.

  
William E. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625



Prepared by and Return to:  
**KENNETH L. SCHLITT, ESQUIRE**  
**KEATING & SCHLITT, P.A.**  
TELEPHONE: 407.425.2907 • FACSIMILE: 407.425.6345  
250 EAST COLONIAL DRIVE, SUITE 300  
ORLANDO, FLORIDA 32801  
E MAIL: [kschlitt@keatlaw.com](mailto:kschlitt@keatlaw.com)

**DOCK ACCESS EASEMENT AGREEMENT**

**THIS DOCK ACCESS EASEMENT AGREEMENT** (the "Easement Agreement") is made, entered into and given this \_\_\_\_ day of October, 2015, by and between **Jimmy D. Crowe and Wanda S. Crowe, husband and wife** (the "Grantor"), with mailing address of 633 Woodlawn Cemetery Road, Gotha, Florida 34734, and **Julian Macias, a married man** (the "Grantee"), with mailing address of 824 Rosemere Circle, Orlando, Florida 32835.

**WITNESSETH:**

**WHEREAS**, the Grantor is the fee simple owner of a parcel of real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Grantor Parcel") which adjoins, along its southern boundary, the Grantee Parcel (as hereinafter defined); and

**WHEREAS**, the Grantee is the fee simple owner of a parcel of real property more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Grantee Parcel") which adjoins, along its northern boundary, the Grantor Parcel; and

**WHEREAS**, the Grantee desires to construct and maintain a boat dock in accordance with the Orange County Dock Construction Ordinance, Article IX, Orange County Code, a significant portion of which, including the access walkway and terminal platform, will be constructed and maintained on a portion of the Grantor Parcel adjacent to and waterward of the Grantee's Parcel, as more particularly described by the cross-hatched area in Exhibit "C" attached hereto and incorporated herein (the "Easement Area"); and

**WHEREAS**, due to the location of the properties, Grantor desires to grant a permanent access easement over, on, upon, under, across and through the Easement Area for the sole purpose of construction, perpetual maintenance, repair, replacement and use of a boat dock, including access, ingress, and egress to and from the Grantee's Parcel, all as provided herein.

**NOW THEREFORE**, for and in consideration of \$10.00 and other good and valuable consideration the receipt and sufficiency of which is hereby mutually acknowledged the Grantor and the Grantee agree as follows:

2. Perpetual Access Easement. Grantor hereby grants, creates, conveys and delivers to Grantee a perpetual easement, right, license and privilege of passage and usage over, on, upon, under, across and through the Easement Area to construct, use, maintain, repair and replace a boat dock, including access, ingress, and egress to and from the Grantee's Parcel (the "Easement"). The grant and conveyance of this Easement shall include all necessary riparian rights. In furtherance of the Easement declared and established in this Section 2, there shall not be constructed or placed within the Easement Area any barriers, walls, fences, gates, improvements, structures, equipment, personal property, or other items that would preclude, prohibit or hinder in any fashion the access contemplated hereinabove.

4. Obligations of Grantee. The Grantee shall not use the Easement for any unlawful purpose or in any way which will create a nuisance.

6. Violations, Enforcement and Attorneys' Fees. The rights and obligations granted or created hereby shall be enforceable by the Grantor or the Grantee by injunction or by specific performance, or the parties hereto may seek monetary damages, if appropriate. If any legal action or other proceeding or action is brought for the enforcement of this Easement Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Easement Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

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IN WITNESS WHEREOF, the parties hereto have caused this Dock Access Easement Agreement to be executed as of the date first written above.

WITNESSES:

GRANTOR

JIMMY D. CROWE and WANDA S. CROWE

*Blair M. Johnson*  
WITNESS SIGNATURE

BLAIR M. JOHNSON  
WITNESS NAME PRINTED

*Kathy Ann Dickey*  
WITNESS SIGNATURE

KATHY ANN DICKEY  
WITNESS NAME PRINTED

*Blair M. Johnson*  
WITNESS SIGNATURE

BLAIR M. JOHNSON  
WITNESS NAME PRINTED

*Kathy Ann Dickey*  
WITNESS SIGNATURE

KATHY ANN DICKEY  
WITNESS NAME PRINTED

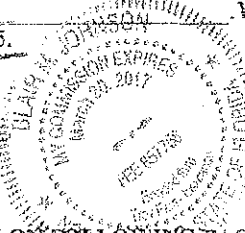
*Wanda S. Crowe as attorney-in-fact for Jimmy D. Crowe*

*Wanda S. Crowe*  
Wanda S. Crowe

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, ~~Jimmy D. Crowe and~~ Wanda S. Crowe personally appeared before me and executed or acknowledged their previous execution of this instrument. I HEREBY FURTHER CERTIFY, that ~~Jimmy D. Crowe and~~ Wanda S. Crowe are the same persons either executing or acknowledging execution of the foregoing instrument because: ☒ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license or ☐ Other identification: \_\_\_\_\_ WITNESS my hand and official seal in the State and County aforesaid this 16 day of October, 2015.

*Blair M. Johnson*  
Notary Public Signature  
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)



[GRANTOR SIGNATURE ON FOLLOWING PAGE]

*on her behalf individually and as Attorney-in-Fact for Jimmy D. CROWE*

DEPD NOV18/2015#212

GRANTEE  
JULIAN MACIAS

*[Signature]*

Julian Macias

*[Signature]*  
WITNESS SIGNATURE

*AIDA SEDANO*  
WITNESS NAME PRINTED

*[Signature]*  
WITNESS SIGNATURE

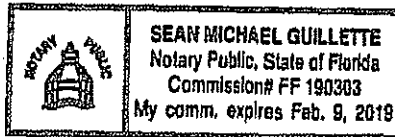
*Hytham Mohamad*  
WITNESS NAME PRINTED

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, Julian Macias personally appeared before me and executed or acknowledged his previous execution of this instrument. I HEREBY FURTHER CERTIFY, that Julian Macias is the same person either executing or acknowledging execution of the foregoing instrument because: ☐ I personally know him/her/them OR ☒ I have satisfactory evidence of same based upon a ☐ Florida driver's license or ☒ Other identification: Passport - Mexico. WITNESS my hand and official seal in the State and County aforesaid this

18 day of October, 2015.  
November

*[Signature]*  
Notary Public Signature  
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)



OCFDP NOV182015PM2:12

EXHIBIT "A" - GRANTOR PARCEL

See attached descriptions of Parcel "A" and Parcel "B" which together constitute the Grantor Parcel.

OCEPD NOV182015PM2:12

PARCEL "A"

That part of Lot 54, LAKEVIEW HEIGHTS, as recorded in Plat Book "E", pages 39 and 40, Public Records of Orange County, Florida, described as follows:

From the Northwest corner of Lot 54, LAKEVIEW HEIGHTS, as recorded in Plat Book "E", pages 39 and 40, Public Records of Orange County, Florida, said Northwest corner being established by a proration of the excess in dimension along the West boundary of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 22 South, Range 28 East, run South 89 degrees 23 minutes 36 seconds East 359.98 feet along the North boundary of said Lot 54 for the point of beginning; run thence South 89 degrees 23 minutes 36 seconds East 295 feet, more or less, along the said North boundary of Lot 54 to a point on the Westerly right of way line of a platted boulevard shown on the said plat of LAKEVIEW HEIGHTS; thence return to the point of beginning and run South 00 degrees 00 minutes 02 seconds East 176.07 feet; thence North 89 degrees 07 minutes 48 seconds West 50 feet; thence South 00 degrees 00 minutes 02 seconds East 10 feet; thence North 89 degrees 07 minutes 48 seconds West 300 feet to a point on the East right of way line of Memorial Cemetery Road; run thence South 00 degrees 00 minutes 02 seconds East 20 feet along said right of way line; thence South 89 degrees 07 minutes 48 seconds East 855 feet, more or less, to a point on the aforesaid Westerly right of way line of the platted boulevard; run thence Northwesterly along said Westerly right of way line to the previously described point on the North boundary of said Lot 54 and the terminus of this description.

PARCEL "B"

That part of Lot 54, LAKEVIEW HEIGHTS, as recorded in Plat Book "E", pages 39 and 40, Public Records of Orange County, Florida, described as follows:

From the Northwest corner of Lot 54, LAKEVIEW HEIGHTS, as recorded in Plat Book "E", pages 39 and 40, Public Records of Orange County, Florida, said Northwest corner being established by a proration of the excess in dimension along the West boundary of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 22 South, Range 28 East, run South 89 degrees 23 minutes 36 seconds East 359.98 feet along the North boundary of said Lot 54 for the point of beginning; run thence South 89 degrees 23 minutes 36 seconds East 475 feet, more or less, along the said North boundary of Lot 54 and its Easterly prolongation thereof to a point on the waters edge of Lake Rose; thence return to the point of beginning and run North 00 degrees 00 minutes 02 seconds West 13.93 Feet; thence South 89 degrees 07 minutes 48 seconds East 464 feet, more or less, to a point on the aforesaid waters edge of Lake Rose; run thence Southeasterly to the previously described point on the waters edge of Lake Rose and the terminus of this description.

DCFPD MDU1B2015PM2:12

EXHIBIT "B" - GRANTEE PARCEL

Lot 55, LAKE ROSE POINTE PHASE II, according to the map or plat thereof as recorded in Plat Book 17, Page 150, Public Records of Orange County, Florida.

OCERD NOV182015PM2:12

EXHIBIT "C" - EASEMENT AREA

See attached.

0CEPD MU182015W2.12

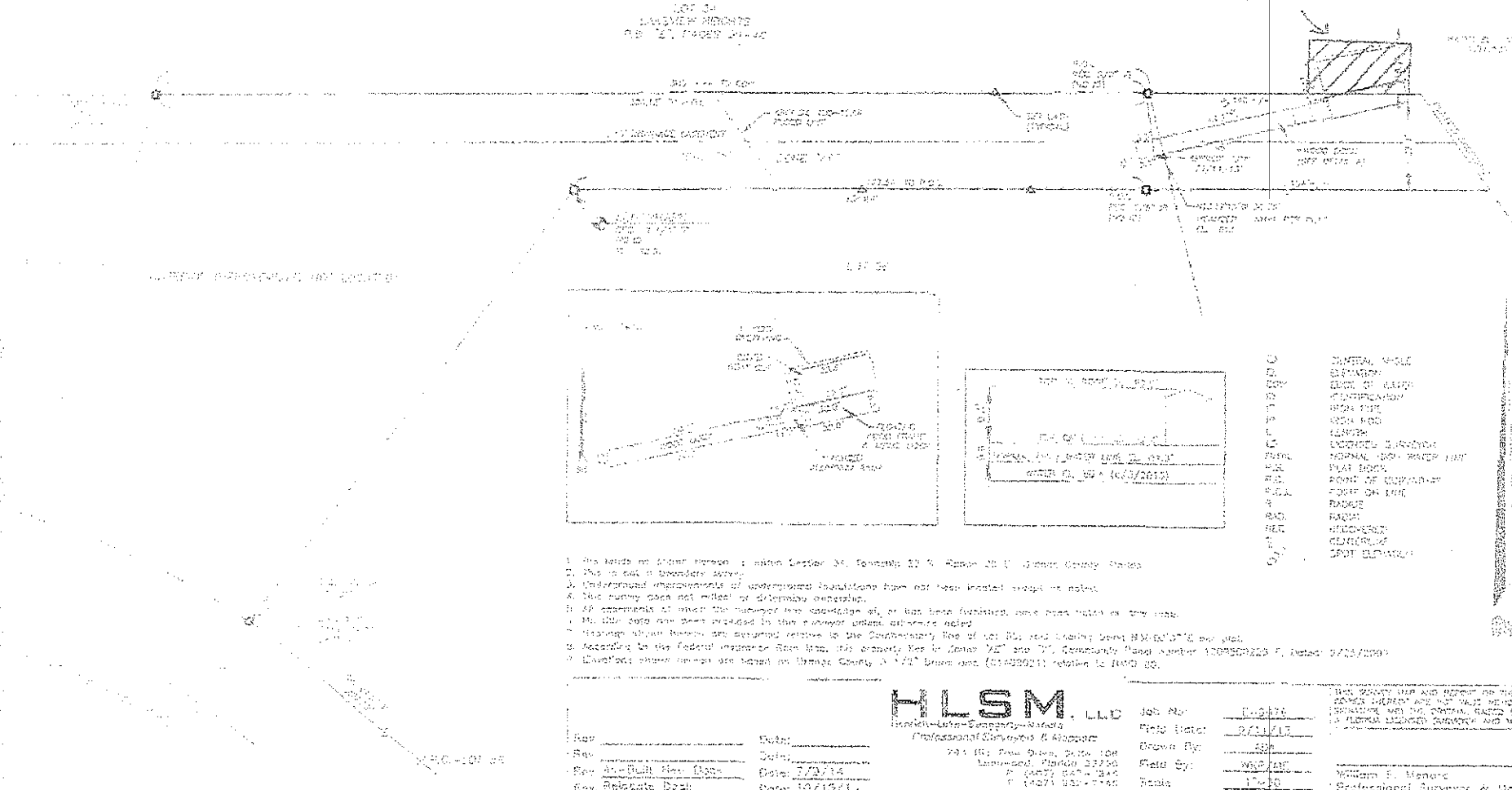


# AS-BUILT SURVEY

Easement  
Area

THIS AS-BUILT SURVEY WAS MADE IN ACCORDANCE TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 107, COUNTY OF DALLAS, TEXAS.

LOT 34  
LAWRENCE HEIGHTS  
R.D. 27, T.40S R.10E



1. This land is under Person 1, within Section 34, Township 40 S, Range 10 E, Dallas County, Texas.
2. This is not a boundary survey.
3. Underground improvements of underground facilities have not been located except as noted.
4. The survey does not reflect or determine ownership.
5. All easements of which the surveyor has knowledge of, or has been furnished, have been noted on this map.
6. All data have been included in this survey unless otherwise noted.
7. Easements shown hereon are assumed relative to the Community Use of Lot 34 and Lot 35, both being part of the same tract.
8. According to the Federal Insurance Rate Map, this property lies in Zones 1E and 1F, Community Flood Number 1207500000 F, dated 12/23/2009.
9. Elevation shown hereon are based on Dallas County, A 141 datum and (51420000) relative to NAVD 83.

- 1. CENTER POINT
- 2. STATION
- 3. END OF LINE
- 4. INTERSECTION
- 5. HIGH POINT
- 6. HIGH POINT
- 7. LOW POINT
- 8. LOCATED SURVEY
- 9. NORMAL HIGH WATER LINE
- 10. PLAT BOOK
- 11. POINT OF BEGINNING
- 12. POINT ON LINE
- 13. RADIAL
- 14. RADIAL
- 15. RADIAL
- 16. RADIAL
- 17. RADIAL
- 18. RADIAL
- 19. RADIAL
- 20. RADIAL

**HLSM, LLC**  
Surveying & Mapping  
Professional Surveyors & Mappers  
241 W. Ross Street, Suite 100  
Lawrence, Texas 75053  
P (409) 847-1144  
F (409) 847-1144

Job No: 10-0174  
Field Date: 12/11/13  
Drawn By: JHB  
Field By: JHB  
Scale: 1"=40'

THIS SURVEY MAP AND REPORT ARE THE PROPERTY OF HLSM, LLC. NO PART OF THIS SURVEY MAP OR REPORT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF HLSM, LLC.

William E. Menard  
Professional Surveyor & Mapper  
Florida Registration #6622

Rev \_\_\_\_\_ Date \_\_\_\_\_  
Rev \_\_\_\_\_ Date \_\_\_\_\_  
Rev \_\_\_\_\_ Date \_\_\_\_\_  
Rev \_\_\_\_\_ Date \_\_\_\_\_

Horizontal Datum: NAD 83



Interoffice Memo

## AGENDA ITEM

January 4, 2016

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

FROM: James E. Harrison, Esq., P.E., Chairman  
Roadway Agreement Committee  
407/836-5610

SUBJECT: January 26, 2016 – Consent Item  
Proportionate Share Agreement for Reams Road Self Storage Facility

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Reams Road Self Storage Facility Reams Road Improvements: From Summerlake Park Boulevard to Delmar Avenue ("Agreement") by and between Reams Development, LLC and Orange County for a proportionate share payment in the amount of \$138,372. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate capacity deficiencies by entering into a Proportionate Share Agreement and contributing a proportionate share payment. The Proportionate Share Payment is due within 30 days of the effective date of this Agreement. The Agreement follows the recommendations of the Roadway Agreement Committee providing for the mitigation of road impacts on Reams Road for 3 deficient trips on the road segment from Summerlake Park Boulevard to Center Drive, in an amount of \$17,672 per trip and 6 deficient trips on the road segment from Center Drive to Delmar Avenue in an amount of \$14,226 per trip.

The Roadway Agreement Committee approved the Proportionate Share 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 of Proportionate Share Agreement for Reams Road Self Storage Facility Reams Road Improvements: From Summerlake Park Boulevard to Delmar Avenue by and between Reams Development, LLC and Orange County for a proportionate share payment in the amount of \$138,372. District 1**

JEH/HEGB:rep  
Attachment

This instrument prepared by  
and after recording return to:

Mohammed N. Abdallah, PE, PTOE  
Traffic & Mobility Consultants, LLC  
3101 Maguire Boulevard, Suite 265  
Orlando, FL 32803

Parcel ID Number:  
02-24-27-0000-00-001

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**PROPORTIONATE SHARE AGREEMENT FOR  
Reams Road Self Storage Facility  
Reams Road Improvements: From Summerlake Park Boulevard to Delmar Avenue**

This Proportionate Share Agreement (the “Agreement”) effective as of the latest date of execution (the “**Effective Date**”) is made and entered into by and between Reams Development, LLC, a Florida limited liability company (“**Owner**”), whose mailing address is 8525 Redleaf Lane, Orlando, Florida 32819 , and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393.

WHEREAS, Owner is the owner of fee simple title to certain real property, as more particularly described on Exhibit “A,” attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is located in County Commission District #1, within the County’s Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Reams Road improvements; and

WHEREAS, Owner intends to develop the Property as 92,000 square feet Self Storage Facility (the “**Project**”); and

WHEREAS, Owner received a letter from County dated November 30, 2015 stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #15-07-060 for the Project was denied; and

WHEREAS, the Project will generate three (3) deficient PM Peak Hour trips (the “**Excess Trips “A”**”) for the deficient roadway segment on Reams Road from Summerlake Park Blvd to Center Dr (the “**Deficient Segment “A”**”), and zero (0) PM Peak Hour trips were available on the

Deficient Segment "A" on the date the CEL was denied as further described in Exhibit "B" hereto; and

WHEREAS, the Project will generate six (6) deficient PM Peak Hour trips (the "**Excess Trips "B"**") for the deficient roadway segment on Reams Road from Center Dr to Delmar Ave (the "**Deficient Segment "B"**") and zero (0) PM Peak Hour trips were available on the Deficient Segment "B" on the date the CEL was denied as further described in Exhibit "B" hereto; and

WHEREAS, the Excess Trips will cause the Deficient Segment to operate below adopted Level of Service standards and, therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segment through the current anticipated Project buildout is One Hundred Thirty-Eight Thousand Three Hundred Seventy-Two and No/100 Dollars (\$138,372.00) (the "**PS Payment**") and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

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

**Section 2. Issuance of Capacity Encumbrance Letter.**

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segment described in Exhibit "B," attached hereto and incorporated herein by reference, totals One Hundred Thirty-Eight Thousand Three Hundred Seventy-Two and No/100 Dollars (\$138,372.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips constitute the Project's impact on the aforementioned Deficient Segment based upon (i) Owner's Traffic Study titled "REAMS SELF STORAGE TRAFFIC IMPACT ANALYSIS" prepared by TRAFFIC & MOBILITY CONSULTANTS, LLC on November 20, 2015 for REAMS DEVELOPMENT, LLC (the "Traffic Study"), and incorporated herein by this reference, and (ii) upon calculations described in Exhibit "B." The Traffic Study was accepted by the Orange County Transportation Planning Division on November 24, 2015, and is on file and available for inspection with that Division (CMS #15-07-060). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the Project as proportionate share mitigation for impacts of the Project upon roadways impacted by the Project within Orange County's jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to

the Deficient Segment or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of and agreement regarding the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

(b) *Timing of PS Payment.* Within thirty (30) days following the Effective Date, Owner shall deliver a check to County in the amount of One Hundred Thirty-Eight Thousand Three Hundred Seventy-Two and No/100 Dollars (\$138,372.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Community, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segment. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within thirty (30) days of the Effective Date, this Agreement shall become null and void.

(c) *Project Development.* Recordation of a subdivision plat or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.

(d) *Increase in Project Trips.* Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segment or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.

(e) *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that, based upon Owner's commitment to pay the PS Payment as required herein and absent any change in the Project increasing the number of trips as set forth in subparagraph 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to

the Deficient Segment are actually constructed. Provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

**Section 3. Transportation Impact Fee Credits.** County and Owner agree that Owner shall be entitled to receive transportation impact fee credits on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, and as more particularly described in Exhibit "B" attached hereto. County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees.

**Section 4. No Refund.** The PS Payment (including any reservation fees paid with the PS Payment) is non-refundable.

**Section 5. Notice.** With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner: Reams Development, LLC  
8525 Redleaf Lane  
Orlando, Florida 32819

Attention: Karam Duggal

With copy to: Traffic & Mobility Consultants, LLC  
3101 Maguire Boulevard, Suite 265  
Orlando, Florida 32803

Attention: Mohammed N. Abdallah

As to County: Orange County Administrator  
P. O. Box 1393  
Orlando, Florida 32802-1393

With copy to: Orange County Community, Environmental, and Development  
Services Department  
Manager, Fiscal and Operational Support Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

Orange County Community, Environmental, and Development  
Services Department  
Manager, Transportation Planning Division  
4200 South John Young Parkway  
Orlando, Florida 32839

Orange County Community, Environmental, and Development  
Services Department  
Manager, Planning Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, FL 32801

**Section 6. Covenants Running with the Property.** This Agreement shall be binding and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

**Section 7. Recordation of Agreement.** The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days after the Effective Date.

**Section 8. Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.

**Section 9. Specific Performance.** County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

**Section 10. Attorney Fees.** In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

**Section 11. Construction of Agreement; Severability.** Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**Section 12. Amendments.** No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

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

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.

[Signatures appear on following pages]



**"COUNTY"**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

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

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

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

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

**"REAMS ROAD SELF STORAGE FACILITY"**

**WITNESSES:**

Gloria L. Latoski

Print Name: GLORIA L. LATOSKI

J. A. Icardi

Print Name: J. A. Icardi

**"OWNER"**

Reams Development, LLC, a Florida limited liability company

By: [Signature]

Print Name: Kenneth V. Duggan

Title: Manager

Date: 12/23/15

**STATE OF FLORIDA  
COUNTY OF ORANGE**

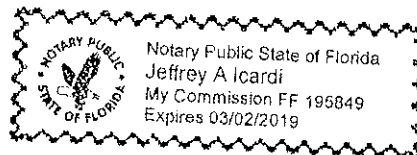
SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Kenneth Duggan as Mgr., of Reams Development, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 23 day of December, 2015. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of December, 2015.

[Signature]  
NOTARY PUBLIC

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

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



**Exhibit "A"**

**"REAMS ROAD SELF STORAGE FACILITY"**

Parcel ID: 02-24-27-0000-00-001

**Legal Description:**

FROM THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE SOUTH  $00^{\circ}16'52''$  EAST ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1982.14 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF REAMS ROAD FOR A POINT OF BEGINNING; RUN THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID REAMS ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH  $89^{\circ}59'34''$  WEST, 341.56 FEET TO THE PC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 486.95 FEET; RUN THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 393.90 FEET TO THE PT; THENCE NORTH  $43^{\circ}39'37''$  WEST, 875 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE, RUN NORTH  $46^{\circ}20'23''$  EAST, 425 FEET; THENCE SOUTH  $43^{\circ}39'37''$  EAST, 680 FEET; THENCE NORTH  $71^{\circ}26'41''$  EAST, 171.86 FEET; THENCE SOUTH  $89^{\circ}59'34''$  EAST, 355 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 2; THENCE SOUTH  $00^{\circ}16'52''$  EAST, 640 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

"REAMS ROAD SELF STORAGE FACILITY"

Log of Project Contributions

Log of Project Contributions  
Reams Road (SummerLake Park Blvd to Center Dr)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Reams Road	SummerLake Park Blvd	Center Drive	2.66	E	880	Widen from 2 to 4 lanes	2,000	1,120	\$19,792,000	\$17,872

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Reams Road	SummerLake Park Blvd	Center Drive	2.00	E	880	880	2,000	1,120	\$12,018,571

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Reams Road	SummerLake Park Blvd	Center Drive	2.66	E	880	2,000	1,120	880	440	\$7,775,429	\$17,872

Updated: 12/1/15

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Jun-15	Existing plus Committed	880	\$12,018,560
		Backlogged Totals:	880	\$12,018,560
Proposed		Reams storage	3	\$53,016
				\$0
				\$0
				\$0
		Totals:	883	\$12,069,576

Log of Project Contributions  
Reams Road (Center Dr. to Delmar Avenue)

**Roadway Improvement Project Information**

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Reams Road	Center Drive	Delmar Avenue	1.81	E	880	Widen from 2 to 4 lanes	2,000	1,120	\$15,932,560	\$14,226

**County Share of Improvement**

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Reams Road	Center Drive	Delmar Avenue	1.81	E	880	880	2,000	1,120	\$11,380,400

**Developer Share of Improvement**

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Reams Road	Center Drive	Delmar Avenue	1.81	E	880	2,000	1,120	800	320	\$4,552,160	\$14,226

Updated: 12/28/15

**Log of Project Contributions**

	Date	Project	Project Trips	Prop Share
Existing	Jun-15	Existing plus Committed	800	\$11,165,862
		Fitness	4	\$56,994
		Taco Bell	8	\$128,034
				\$0
				\$0
				\$0
		<b>Backlogged Totals:</b>	<b>800</b>	<b>\$11,380,800</b>
Proposed		Reams Storage	8	\$85,356
				\$0
				\$0
				\$0
		<b>Totals:</b>	<b>808</b>	<b>\$11,466,156</b>

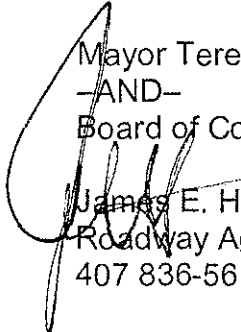


Interoffice Memorandum

## AGENDA ITEM

January 4, 2016

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

FROM:  James E. Harrison, Esq., P.E., Chairman  
Roadway Agreement Committee  
407 836-5610

SUBJECT: January 26, 2016 – Consent Item  
Memorandum of Agreement

The Roadway Agreement Committee has reviewed a Memorandum of Agreement between The State of Florida, Department of Transportation ("FDOT") and Orange County to apply \$300,000 of the \$500,000 proportionate share payment made to FDOT under the terms of the Amended and Restated Grand Palisades Development of Regional Impact (DRI) Transportation Proportionate Share Agreement approved by the Board of County Commissioners on May 19, 2015, and recorded at OR Book/Page 10922/4623 to mitigate and offset impacts to the Conway Acres Subdivision from the widening improvements to Hoffner Avenue (S.R. 15). Within 45 days of request by the County, FDOT will transfer the funds for their contribution to this mutually agreed upon project. The County must request the funds within three years of the Effective Date or the agreement will automatically terminate. The remaining funds will be allocated by FDOT at their sole discretion.

The Roadway Agreement Committee approved the Memorandum of Agreement on December 9, 2015. The Specific Project Expenditure Report and Relationship Disclosure Forms are not required.

**ACTION REQUESTED:** Approval of Memorandum of Agreement The State of Florida, Department of Transportation and Orange County, a Charter County and a Political Subdivision of the State of Florida to provide for \$300,000 to mitigate and offset impacts to the Conway Acres subdivision from the widening and improvement of Hoffner Avenue (S.R. 15). Districts 1 and 3

JEH/HEGB:rep  
Attachment

## **MEMORANDUM OF AGREEMENT**

**THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

**and**

**ORANGE COUNTY, A CHARTER COUNTY AND A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA**

This Memorandum of Agreement (the "MOA") is entered into by and between the State of Florida Department of Transportation, an executive agency of the State of Florida having a business address located at 719 South Woodland Boulevard, DeLand, Florida, 32720 (hereinafter referred to as the "Department") and Orange County, a charter county and political subdivision of the State of Florida having a business address at P.O. Box 1393, Orlando, FL 32802-1393 ("County").

WHEREAS, the parties hereto have previously agreed to and have both executed an "Amended and Restated Grand Palisades DRI Transportation Proportionate Share Agreement" (herein the "Amended Agreement") recorded at O.R. Book 10922, Page 4623, Public Records of Orange County, Florida, that provided for, among other things, Grande Palisades Property Holdings, LLC, (herein the "Developer"), to make a cash contribution to the Department in the amount of \$500,000.00; and

WHEREAS, the Amended Agreement provides for the Department to apply the funds to any road construction project that is mutually agreed upon by the Department and the County; and

WHEREAS, the Developer has made the cash contribution to the Department in accordance with the terms of the Amended Agreement; and

WHEREAS, in lieu of the Department and County selecting a mutually agreed upon Project to apply the funds to, the parties hereby agree to each be individually responsible for its portion of the funds to be applied to a project located within Orange County.

NOW THEREFORE, the parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated herein.
2. The Department agrees to transfer funds to the County to mitigate and offset impacts to the Conway Acres subdivision from the widening and improvement of Hoffner Avenue (SR 15) and the Department does not object to the County's use of the funds for such purpose.
3. Within forty-five (45) days of a request by the County for the Department to transfer the cash contribution, to-wit, \$300,000.00, the Department will wire said funds to the County's account for the County's sole use and administration.
4. Upon transfer of the funds, the Department's obligation to seek a mutually agreed upon project, as anticipated in the Amended Agreement, will be satisfied and the County will be free to expend the funds in the manner it decides and the Department will be free to expend the remaining funds in the

manner it decides. The Department agrees that it will use the Department's remaining funds for a Department purpose located within Orange County.

5. Nothing herein shall compel the County's use of the funds as described herein and the County may cancel and terminate this Memorandum of Agreement upon written notice to the Department at any time within two years. If the County has not made demand to the Department to transfer the funds to the County within three years of the date of execution of this Memorandum of Agreement then this agreement will terminate and the parties shall then both comply with the terms of the Amended Agreement as originally drafted by identifying a mutually agreed upon road project to spend the funds on.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on dates set forth below.

**ORANGE COUNTY**  
**BY: BOARD OF COUNTY COMMISSIONERS**

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

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

By: \_\_\_\_\_  
Name: Frank O'Dea  
Title: Director of Transportation Production  
Date: \_\_\_\_\_

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

Attest:

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

\_\_\_\_\_  
Executive Secretary

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

Legal Review:  
\_\_\_\_\_



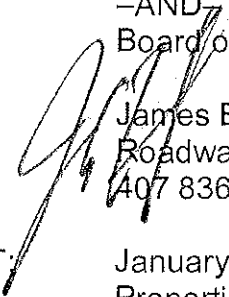


Interoffice Memorandum

AGENDA ITEM

January 4, 2016

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

FROM:  James E. Harrison, Esq., P.E., Chairman  
Roadway Agreement Committee  
407 836-5610

SUBJECT: January 26, 2016 – Consent Item  
Proportionate Share Agreement for Taco Bell Pizza Hut Lakeside  
Village Center South PD

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Taco Bell Pizza Hut Lakeside Village Center South PD Reams Road Improvements: From Center Drive (f/ka Cast Drive) to Delmar Avenue ("Agreement") by and between Lakeside Partners II, LLC and Orange County for a proportionate share payment in the amount of \$128,034. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate capacity deficiencies by entering into a Proportionate Share Agreement and contributing a proportionate share payment. The Proportionate Share Payment is due within 30 days of the effective date of this Agreement. The Agreement follows the recommendations of the Roadway Agreement Committee providing for the mitigation of road impacts on Reams Road for nine deficient trips on the road segment from Center Drive (f/k/a Cast Drive) to Delmar Avenue in an amount of \$14,226 per trip.

The Roadway Agreement Committee approved the Proportionate Share 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 of Proportionate Share Agreement for Taco Bell Pizza Hut Lakeside Village Center South PD Reams Road Improvements: From Center Drive (f/k/a Cast Drive) to Delmar Avenue by and between Lakeside II Partners, LLC and Orange County for a proportionate share payment in the amount of \$128,034. District 1

JEH/HEGB:rep  
Attachment

This instrument prepared by  
and after recording return to:

Mohammed N. Abdallah, PE, PTOE  
Traffic & Mobility Consultants, LLC  
3101 Maguire Boulevard, Suite 265  
Orlando, FL 32803

Parcel ID Number:  
36-23-27-0000-00-004

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**PROPORTIONATE SHARE AGREEMENT FOR  
TACO BELL PIZZA HUT LAKESIDE VILLAGE CENTER SOUTH PD  
Reams Road Improvements: From Center Drive (f/k/a Cast Drive) to Delmar Avenue**

This Proportionate Share Agreement (the “Agreement”) effective as of the latest date of execution (the “**Effective Date**”) is made and entered into by and between Lakeside II Partners LLC, a Florida limited liability company (“**Owner**”), whose mailing address is 7586 West Sand Lake Road, Orlando, FL 32819, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393.

WHEREAS, Owner is the owner of fee simple title to certain real property, as more particularly described on Exhibit “A,” attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is located in County Commission District #1, within the County’s Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Reams Road improvements; and

WHEREAS, Owner intends to develop the Property as 3,700 square feet of Fast Food Restaurant (the “**Project**”); and

WHEREAS, Owner received a letter from County dated November 30, 2015 stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #15-09-072 for the Project was denied; and

WHEREAS, the Project will generate nine (9) deficient PM Peak Hour trips (the “**Excess Trips**”) for the deficient roadway segment on Reams Road from Center Drive (f/k/a Cast Drive) to Delmar Avenue (the “**Deficient Segment**”), and zero (0) PM Peak Hour trips were available on the Deficient Segment on the date the CEL was denied as further described in Exhibit “B” hereto; and

WHEREAS, the Excess Trips will cause the Deficient Segment to operate below adopted Level of Service standards and, therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segment through the current anticipated Project buildout is One Hundred Twenty-Eight Thousand Thirty-Four and No/100 Dollars (\$128,034.00) (the "**PS Payment**"); and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

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

**Section 2. Issuance of Capacity Encumbrance Letter.**

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segment described in Exhibit "B," attached hereto and incorporated herein by reference, totals One Hundred Twenty-Eight Thousand Thirty-Four and No/100 Dollars (\$128,034.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips constitute the Project's impact on the aforementioned Deficient Segment based upon (i) Owner's Traffic Study titled "TACO BELL/PIZZA HUT LAKESIDE VILLAGE SOUTH PD TRAFFIC IMPACT ANALYSIS" prepared by TRAFFIC & MOBILITY CONSULTANTS, LLC on November 20, 2015 for LAKESIDE II PARTNERS, LLC (the "Traffic Study"), and incorporated herein by this reference, and (ii) upon calculations described in Exhibit "B." The Traffic Study was accepted by the Orange County Transportation Planning Division on November 30, 2015, and is on file and available for inspection with that Division (CMS #15-09-072). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the Project as proportionate share mitigation for impacts of the Project upon roadways impacted by the Project within Orange County's jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to the Deficient Segment or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of and agreement regarding the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

(b) *Timing of PS Payment.* Within thirty (30) days following the Effective Date, Owner shall deliver a check to County in the amount of One Hundred Twenty-Eight Thousand Thirty-Four and No/100 Dollars (\$128,034.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Community, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segment. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within thirty (30) days of the Effective Date, this Agreement shall become null and void.

(c) *Project Development.* Recordation of a subdivision plat or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.

(d) *Increase in Project Trips.* Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segment or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.

(e) *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that, based upon Owner's commitment to pay the PS Payment as required herein and absent any change in the Project increasing the number of trips as set forth in subparagraph 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segment are actually constructed. Provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

**Section 3. Transportation Impact Fee Credits.** County and Owner agree that Owner shall be entitled to receive transportation impact fee credits on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, and as more particularly described in Exhibit "B" attached hereto. County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees.

**Section 4. No Refund.** The PS Payment (including any reservation fees paid with the PS Payment) is non-refundable.

**Section 5. Notice.** With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner: Lakeside II Partners LLC  
7586 West Sand Lake Road  
Orlando, Florida 32819

Attention: Mr. Scott Boyd

With copy to: Traffic & Mobility Consultants, LLC  
3101 Maguire Boulevard, Suite 265  
Orlando, Florida 32803

Attention: Mohammed N. Abdallah, PE, PTOE

As to County: Orange County Administrator  
P. O. Box 1393  
Orlando, Florida 32802-1393

With copy to: Orange County Community, Environmental, and Development  
Services Department  
Manager, Fiscal and Operational Support Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

Orange County Community, Environmental, and Development  
Services Department  
Manager, Transportation Planning Division  
4200 South John Young Parkway  
Orlando, Florida 32839

Orange County Community, Environmental, and Development  
Services Department  
Manager, Planning Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, FL 32801

**Section 6. Covenants Running with the Property.** This Agreement shall be binding and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

**Section 7. Recordation of Agreement.** The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days after the Effective Date.

**Section 8. Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.

**Section 9. Specific Performance.** County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

**Section 10. Attorney Fees.** In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

**Section 11. Construction of Agreement; Severability.** Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion

of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**Section 12. Amendments.** No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

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

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.

[Signatures appear on following pages]

**"COUNTY"**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Teresa Jacobs

Orange County Mayor

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

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

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

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



**"TACO BELL PIZZA HUT LAKESIDE VILLAGE CENTER SOUTH PD"**

**WITNESSES:**

[Signature]

Print Name: Daniel A. Seliga

[Signature]

Print Name: Kevin Merideth

**"OWNER"**

Lakeside II Partners LLC, a Florida limited liability company

By: [Signature]

Print Name: Scott T. Boyd

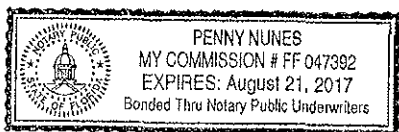
Title: Manager

Date: 12/28/15

**STATE OF FLORIDA  
COUNTY OF ORANGE**

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Scott T. Boyd, of Lakeside II Partners LLC, a Florida limited liability company who is known by me to be the person described herein and who executed the foregoing, this 28<sup>th</sup> day of December, 2015. He/she is personally known to me or has produced MR (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 28<sup>th</sup> day of December, 2015.

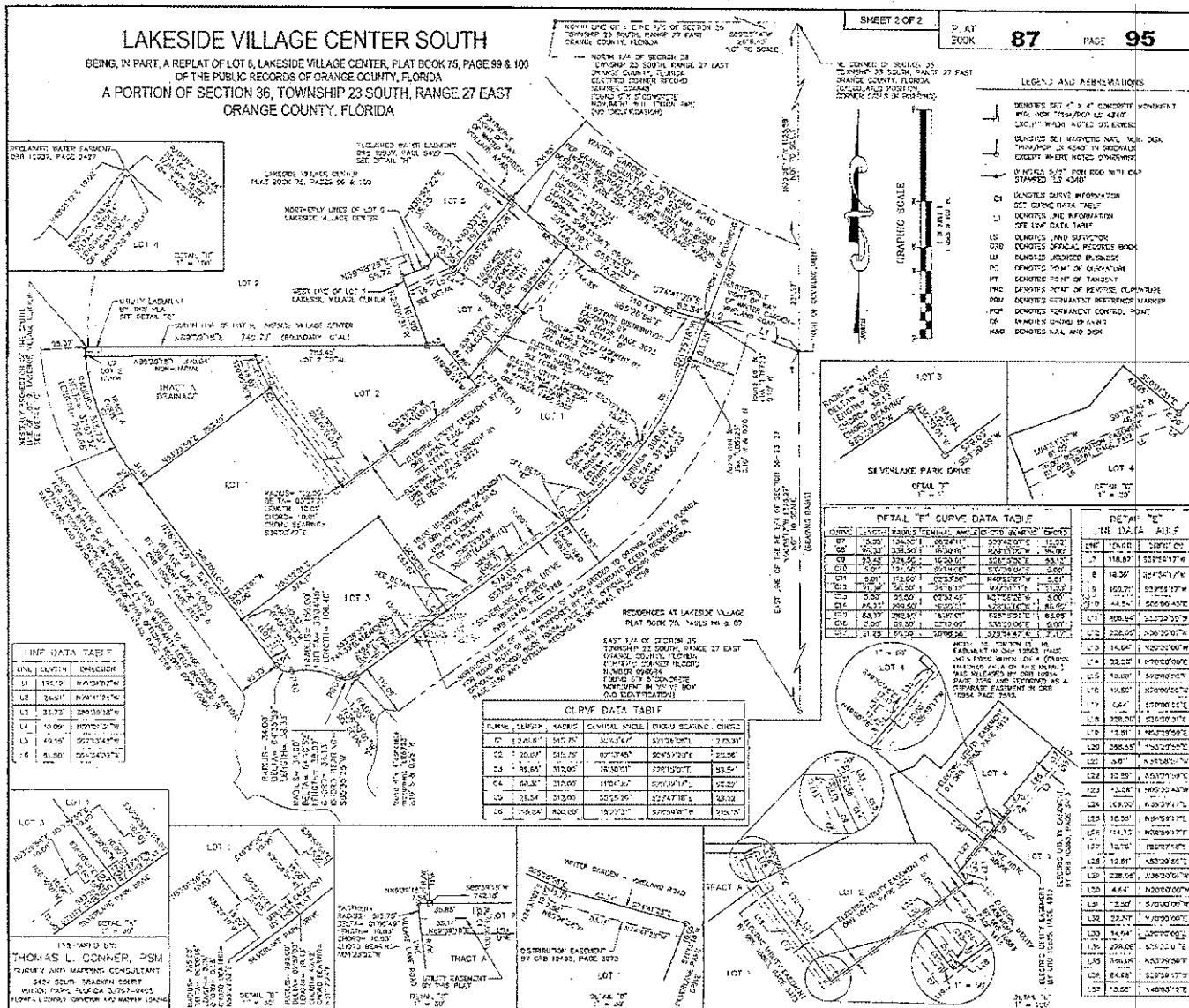


[Signature]  
NOTARY PUBLIC

Print Name: Penny Nunes

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

Legal Description: Lot 1, Lakeside Village Center South, according to the plat thereof, as recorded in Plat Book 87, Page 94 and 95 of the Public Records of Orange County, Florida.



**Exhibit “B”**

**“TACO BELL PIZZA HUT LAKESIDE VILLAGE CENTER SOUTH PD”**

**Log of Project Contributions**

[SEE NEXT PAGE FOR LOG OF PROJECT CONTRIBUTIONS]

# Log of Project Contributions Reams Road (Center Drive to Delmar Avenue)

Roadway Improvement Project Information										
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Rearns Road	Center Dr	Delmar Ave	1.61	E	880	Widen from 2 to 4 lanes	2,000	1,120	\$15,932,550	\$14,226

County Share of Improvement									
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Reams Road	Center Dr	Delmar Ave	1.61	E	880	776	2,000	1,120	\$11,038,866

Developer Share of Improvement											
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Reams Road	Center Dr	Delmar Ave	1.61	E	880	2,000	1,120	776	344	\$4,893,572	\$14,226

Updated: 12/1/15

Log of Project Contributions			
Date	Project	Project Trips	Prop Share
Existing	Nov-15	Existing plus Committed	\$10,932,472
		Existing Anytime Fitness	
	Backlogged Totals:	776	\$10,962,472
Proposed	Taco Bell	9	\$128,034
			\$0
			\$0
			\$0
	Totals:	785	\$11,110,506



Interoffice Memorandum

IDA ITEM

**DATE:** January 5, 2016

**TO:** Mayor Teresa Jacobs  
And  
Board of County Commissioners

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

**FROM:** Sherry Paramore, Manager *Sherry Paramore*  
Community Action Division

**CONTACT:** Debbie Aska-Graham, Program Manager  
407 836-6516

**SUBJECT:** Low-Income Home Energy Assistance Program (LIHEAP) 2016-  
2017 Award Acceptance  
January 26, 2016 Consent Agenda (All Districts)

The Low-Income Home Energy Assistance Program (LIHEAP) is a federally-funded program designed to provide utility payment assistance to low-income families. Financial assistance is provided to income-eligible households through payments directly to home energy suppliers. These funds are sent to the Florida Department of Economic Opportunity and then to the County. Annually, the Community Action Division is awarded a contract to administer the program on a local level. The County has received LIHEAP funding since 1992.

The amount of this contract is \$3,064,275 subject to the availability of funds and appropriate budget authority. The term of the contract is from March 1, 2016 or upon execution by both parties, whichever is earlier, to March 31, 2017.

In the past, following approval of the initial contracts, additional funding has often been made available. These allocations are considered "modification agreements" and have aggressive timeframes for a response. Failure to adhere to the timeframes as specified by the state would result in forfeiture of these funds by the County. There is no additional cost to the County.

Pursuant to the Administrative Regulations 94.003, *Grant Application and Approval Process, Executive Orders, Page 9*, the Community Action Division is requesting that the Board approve providing the Mayor or designee with the authority to execute modification agreements. This will prevent any loss of additional LIHEAP funding available through the modification agreements.

**ACTION REQUESTED:** Approval of the Federally-Funded Subgrant Agreement, CFDA Number: 93.568, Contract Number: 16EA-0F-12-00-01-022, between the State of Florida, Department of Economic Opportunity and Orange County, Florida for the Low-Income Home Energy Assistance Program in the amount of \$3,064,275 for the period of March 1, 2016 through March 31, 2017; and approval for the County Mayor or designee to approve any increases, decreases or modifications in the award amount.

CC: George A. Ralls, M.D., Deputy County Administrator  
Lonnie C. Bell, Jr., Department Director  
Wanzo Galloway, County Attorney's Office  
John Petrelli, Manager, Risk Management  
Jamilie Clemens, Grants Supervisor  
Patria Morales, Management & Budget Advisor  
Yolanda Brown, Fiscal Manager

**STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

CFDA Number: 93.568

Agreement Number: 16EA-OF-12-00-01-022

**FEDERALLY FUNDED SUBGRANT AGREEMENT  
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)**

THIS AGREEMENT is entered into between the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, hereinafter referred to as "DEO," and Orange, County of, hereinafter referred to as "Subrecipient" (each individually a "Party" and collectively "the Parties").

**THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:**

A. The U.S. Department of Health and Human Services (HHS) administers the LIHEAP program at the Federal level, and distributes LIHEAP block grant funds to the States. The State of Florida has received these grant funds from HHS.

B. DEO is the LIHEAP grantee Recipient agency for the State of Florida, designated by HHS to receive funds annually for program purposes. DEO is authorized to distribute LIHEAP funds to the Subrecipient so that Subrecipient may provide home energy assistance benefits to eligible households.

C. Subrecipient is qualified and eligible to receive these grant funds in order to provide the services identified herein.

THEREFORE, DEO and Subrecipient agree to the following:

**(1) SCOPE OF WORK**

Subrecipient shall perform the work in accordance with Attachment A, Scope of Work, to this Agreement.

**(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

Subrecipient and DEO shall be governed by all applicable State and Federal laws, rules and regulations, including, but not limited to, those identified in Attachment B.

**(3) PERIOD OF AGREEMENT**

This Agreement period will begin on **March 1, 2016**, and will end on **March 31, 2017**, unless terminated earlier in accordance with the provisions of Paragraph (13) of this Agreement.

**(4) MODIFICATION OF CONTRACT**

Either Party may request modification of the provisions of this Agreement. Except for Informal Modifications submitted in accordance with Attachment B, modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

**(5) AUDITS AND RECORDS**



(a) Subrecipient's performance under this Agreement is subject to the applicable requirements published in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (C.F.R.) Part 200, hereinafter referred to as the "Uniform Guidance". If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient will be subject to the Federal Acquisition Regulations System particularly 48 C.F.R. § 31.2.

(b) Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g., paper, film, recording, electronic), including, but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings have not been resolved at the end of this five-year period, the Records must be retained until resolution of the audit findings through litigation or otherwise. Subrecipient shall cooperate with DEO to facilitate the duplication and transfer of such Records upon request of DEO. The five-year period may also be extended for the following reasons:

1. If any litigation or claim is started before the five-year period expires, and extends beyond the five-year period, the Records must be retained until all litigation and claims involving the Records have been resolved.

2. Records for the disposition of non-expendable personal property valued at five thousand dollars and zero cents (\$5,000.00) or more at the time it is acquired must be retained for five years after final disposition.

3. Records relating to real property acquired must be retained for five years after the closing on the transfer of title.

4. Any additional Federal requirements identified in Attachment A, Scope of Work, of this Agreement.

(c) Subrecipient shall maintain all records for all subcontractors to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachment J and Attachment K to this Agreement as well as all other applicable laws and regulations.

(d) Subrecipient shall give access to any of Subrecipient's records to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives for the purposes of conducting audits, examinations, investigations, or making excerpts or transcriptions.

(e) Subrecipient may, per Rule 1B-24.003(9)(a), Florida Administrative Code, allow its public records to be stored through electronic recordkeeping systems as substitutes for the original or paper copy.

(f) Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(g) Records pertaining to this Agreement must be available at reasonable times for inspection, review, or audit by State personnel and other persons authorized by DEO. "Reasonable" means normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(h) If Subrecipient's expenditures of State financial assistance and/or Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 to this Agreement, such audit will comply with all applicable requirements of Exhibit 1 to this Agreement, section 215.97, F.S., and the Uniform Guidance as applicable, and Subrecipient shall ensure that all related party transactions are disclosed to the auditor.

(i) Subrecipient shall include the aforementioned audit and record-keeping requirements in all subcontracts and assignments.

(j) Subrecipient shall have each required audit completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under chapter 473, F.S., and ensure that all related party transactions are disclosed to the auditor. For the IPA's audit to be sufficient, it must state that the Subrecipient complied with the applicable provisions noted in Exhibit 1 to this Agreement.

(k) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit-1, Audit Requirements, of this Agreement and the applicable laws, rules and regulations referenced therein. The requirements of 2 C.F.R. § 200.512, Report Submission, are applicable to audits of Federal awards conducted in accordance with Subparagraph (5)(h) above.

(l) Subrecipient shall reimburse DEO if an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement and applicable regulations. The amount of reimbursement will be equal to the amount of funds not spent in accordance with this Agreement. Subrecipient shall send such reimbursement to DEO within thirty calendar days after DEO has notified Subrecipient of such non-compliance.

(m) Within sixty calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Exhibit-2, Audit Compliance Certification, of this Agreement) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this

requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Subrecipient.

**(6) INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS:**

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records made or received by Subrecipient in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of such request.

(b) Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) DEO may terminate this Agreement if Subrecipient refuses and/or fails to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S., Subrecipient shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

(e) Subrecipient shall notify DEO verbally within 24 hours and in writing within 72 hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(f) Subrecipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Subrecipient submits to DEO under this Agreement may constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(g) It is Subrecipient's duty to identify any records submitted by Subrecipient to DEO as confidential and exempt from public disclosure if those records contain trade secrets or confidential proprietary business information. Subrecipient waives any claim of exemption if Subrecipient fails to identify the legal basis for each exemption from the requirements of chapter 119, F.S. prior to submitting any such record to DEO.

#### (7) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO's subgrant agreements in excess of nominal value, if applicable, to expressly require Subrecipient to:

1. Utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during this Agreement term; and,

2. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of Federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).

(c) If Subrecipient does not have an E-Verify MOU in effect, Subrecipient shall enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

#### (8) REPORTS

Subrecipient shall provide DEO with all required reports as set forth in Attachment C to this Agreement.

(a) If all required reports and copies are not sent to DEO, or are not completed in a manner acceptable to DEO, DEO may withhold further payments until such reports are completed or DEO may take other action as stated in Paragraph (12) of this Agreement. "Acceptable to DEO," means that the reports were completed in accordance with the Attachments of this Agreement.

(b) Subrecipient shall provide additional program updates, reports, and information as may be required by DEO.

#### (9) MONITORING

(a) Subrecipient 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.

(b) In addition to reviews of audits conducted in accordance with Paragraph (5) above, monitoring procedures may include, but are not limited to, on-site visits by DEO staff, limited scope audits, and other procedures.

(c) Subrecipient, and all subcontractors, shall comply with the most recent LIHEAP Program Monitoring Field Manual provided by DEO, and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event that DEO determines that a limited scope review of Subrecipient is appropriate, Subrecipient shall comply with any additional instructions provided by DEO regarding such review.

(d) Subrecipient shall comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General.

(e) DEO will monitor the performance and financial management by Subrecipient throughout the Agreement term to ensure timely completion of all tasks.

**(10) INDEMNIFICATION; INDEPENDENT CONTRACTOR STATUS**

(a) Unless Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., Subrecipient is fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors, provided, however, that Subrecipient has no affirmative duty to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), F.S., shall be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and shall be liable for any damages proximately caused by its acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein may be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(b) For purposes of this Agreement, Subrecipient is an independent contractor and is not an employee or agent of DEO. DEO shall neither have nor exercise any control or direction over the methods by which Subrecipient shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or may be deemed to constitute a partnership or joint venture between the Parties. Subrecipient shall not represent to others that, as Subrecipient, it has the authority to bind DEO unless specifically authorized to do so. Subrecipient shall act as necessary to ensure that each subcontractor is deemed to be an independent contractor

and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DEO or the State of Florida. DEO shall not be responsible for withholding taxes with respect to Subrecipient's compensation hereunder. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida. Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(11) DEFAULT

If any of the following events occur ("Events of Default"), DEO shall have the right to terminate further payment of funds under this Agreement, and DEO may exercise any of its remedies set forth in Paragraph (12) of this Agreement. However, DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

(b) If material adverse changes occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure this adverse change within thirty calendar days from the date written notice is sent by DEO;

(c) If any reports required by this Agreement have not been submitted to DEO or have been submitted with incorrect, incomplete, or insufficient information; or

(d) If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(12) REMEDIES

If an Event of Default occurs and DEO provides written notice to Subrecipient, DEO may exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, if Subrecipient has not cured the default within thirty calendar days of receipt of written notice of an Event of Default;

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

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

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

1. Request additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. Advise Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
4. Require Subrecipient to reimburse DEO for the amount of costs incurred for any items determined to be ineligible; and

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

Pursuing any of the above remedies will not limit any of DEO's other remedies, either in this Agreement, or provided at law or in equity. If DEO waives any right or remedy in this Agreement, or fails to insist on strict performance by Subrecipient, it will not affect, extend or waive any other right or remedy of DEO, or affect the later exercise of the same right or remedy by DEO for any other default by Subrecipient.

### (13) TERMINATION

(a) DEO may terminate this Agreement for cause with thirty calendar days written notice. Cause includes, but is not limited to: an Event of Default as set forth in Paragraph (11) of this Agreement, misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, failure to cure an Event of Default within thirty calendar days from receipt of the notice, or refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, F.S., as amended. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Subrecipient shall not be entitled to recover any cancellation charges.

(b) DEO may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing this Agreement would not produce beneficial results in line with the further expenditure of funds, by providing Subrecipient with thirty calendar days prior written notice. Subrecipient shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this Agreement, if authorized in writing. Subrecipient shall not be entitled to recover any cancellation charges.

(c) The Parties may terminate this Agreement for their mutual convenience through a written amendment. The amendment shall state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) If DEO issues a notice of Event of Default, Subrecipient shall stop incurring new obligations upon receipt of the notice. If DEO determines that Subrecipient has cured the Event of Default within the thirty-day cure period, DEO will provide notice to Subrecipient that it may resume incurring new obligations. Costs incurred for new

obligations after receipt of a notice of Event of Default and until receipt of notice that it may resume incurring new obligations will be disallowed. If this Agreement is terminated by DEO because of Subrecipient's breach, such termination shall not relieve Subrecipient of liability under this Agreement. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due DEO from Subrecipient is determined.

(14) NOTICE AND CONTACT

(a) All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing to DEO's Grant Manager and delivered by standard mail or electronic mail using the contact information provided in Subparagraph 14(b) below.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Bonnie Ayers, Grant Manager  
Department of Economic Opportunity  
Division of Community Development  
Bureau of Community Assistance  
107 East Madison Street, MSC 400  
Tallahassee, Florida 32399-4120  
Email: bonnie.ayers@deo.myflorida.com  
Phone: 850-717-8432

(c) The name and address of Subrecipient's Representative responsible for the administration of this Agreement is stated in Attachment I of this Agreement.

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Subparagraph (14)(a), above.

(15) SUBCONTRACTS

(a) Subrecipient shall not subcontract any of the work required under this Agreement prior to receiving DEO's confirmation that the proposed subcontract imposes the following requirements on subcontractor:

1. Subcontractor is bound by the terms of this Agreement, and each subcontract shall specifically include the requirements set forth in Paragraph (5) of this Agreement.
2. Subcontractor is bound by all applicable State and Federal laws and regulations;
3. Subcontractor shall indemnify and hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed by law; and



4. Subcontractor shall disclose to Subrecipient and DEO if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.

(b) For each subcontract, Subrecipient shall provide a written statement to DEO as to whether that subcontractor is a certified minority business, as defined in section 287.0943, F.S.

(c) In addition, prior to entering into a contract with any subcontractor to be paid with funds under this Agreement, Subrecipient shall submit to DEO the completed Attachment G to this Agreement.

(16) TERMS AND CONDITIONS

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

(17) ATTACHMENTS AND EXHIBITS

(a) All attachments and exhibits to this Agreement are incorporated as if set out fully herein.

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

(c) This Agreement has the following attachments and exhibits (check all that are applicable):

- ☒ Exhibit 1 - Audit Requirements
- ☒ Exhibit 1-A -- Funding Sources
- ☒ Exhibit 2 -- Audit Compliance Certification
- ☒ Exhibit 3 -- Federal Requirements
- ☒ Attachment A - Scope of Work
- ☒ Attachment B - Program Statutes and Regulations
- ☒ Attachment C - Reports
- ☒ Attachment D - Property Management and Procurement
- ☒ Attachment E - Statement of Assurances
- ☒ Attachment F - Warranties and Representations
- ☒ Attachment G - Certification Regarding Debarment
- ☒ Attachment H -- Trafficking Victims Protection Act of 2000
- ☒ Attachment I - Subrecipient Information
- ☒ Attachment J - Budget Summary, Workplan and Deliverables
- ☒ Attachment K -- Budget Detail
- ☒ Attachment L -- Multi-County Fund Distribution
- ☒ Attachment M - Justification of Advance Payment

(18) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement agreement. DEO shall reimburse Subrecipient for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **Three Million Sixty Four Thousand Two Hundred Seventy Five Dollars and Zero Cents (\$3,064,275)**, subject to the availability of funds and appropriate budget authority. Subrecipient is only authorized to incur costs in an amount not to exceed **Two Million Three Hundred Twenty Two Thousand Seven Hundred Twenty One Dollars and Zero Cents (\$2,322,721)**, unless otherwise notified in writing by DEO to Subrecipient's contact person identified in Attachment I Orange, County of. Upon receipt of notification, Subrecipient may incur costs not exceeding the amount set forth in the notification, subject to the terms of this Agreement. Subrecipient shall use the Informal Modification process identified in Attachment B prior to any change in the manner in which Subrecipient incurs costs under this Agreement, including, but not limited to, any changes to Subrecipient's budget.

(b) Any advance payment under this Agreement is subject to section 216.181(16), F.S. The amount which may be advanced may not exceed the expected cash needs of Subrecipient within the first three months of the term of this Agreement. Any advance payment is also subject to the Uniform Guidance and the Cash Management Improvement Act of 1990. 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 M. Attachment M will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) Subrecipient shall expend an amount equal to or greater than the amount of the initial advance within the first three months of the term of this Agreement. If Subrecipient has not expended an amount at least equal to the initial advance by the end of the first three months of the term of this Agreement, Subrecipient shall submit a written explanation to DEO.

(d) After any initial advance, payments will be made on a cost-reimbursement basis.

(e) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the State Chief Financial Officer, or under Subparagraph (20)(f) of this Agreement, all obligations on the part of DEO to make any further payment of funds shall terminate, and Subrecipient shall submit its closeout report within thirty calendar days of receiving notice from DEO.

(f) Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(g) Subrecipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Subrecipient.

(h) Subrecipient shall refund to DEO all funds paid in excess of the amount to which Subrecipient or its subcontractors are entitled under the terms and conditions of this Agreement.

(19) REPAYMENTS

(a) All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Division of Community Development  
Bureau of Community Assistance  
107 East Madison Street, MSC 400  
Tallahassee, Florida 32399-4120

In accordance with section 215.34(2), F.S., if a check, or other draft, is returned to DEO for collection, Subrecipient shall pay to DEO a service fee of fifteen dollars and zero cents (\$15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

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

(20) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted, or provided, by Subrecipient in this Agreement, in any later submission or response to a DEO 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 may, at the option of DEO, and within thirty calendar days written notice to Subrecipient, cause the termination of this Agreement and the release of DEO from all its obligations under this Agreement.

(b) This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Paragraph (11), Default, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Subrecipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101, et seq.), and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and is subject to any modification in accordance with chapter 216, F.S., or the Florida Constitution.

(g) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(h) Any bills for travel expenses shall be submitted in accordance with section 112.061, F.S.

(i) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall be returned to DEO.

(j) Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board to discuss, receive recommendations, or take action required pursuant to this Agreement, or the meetings of any subcommittee making recommendations to the governing board regarding matters pursuant to this Agreement. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(k) 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. §8302, unless it would not be in the public interest or unreasonable in cost.

(l) DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. The use of funds under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any State agency is prohibited pursuant to section 216.347, F.S. Subrecipient shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any

payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kinds. Upon request of DEO's Inspector General, or other authorized State official, Subrecipient shall provide any type of information the Inspector General deems relevant to Subrecipient's integrity or responsibility. Such information may include, but is not limited to, Subrecipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Subrecipient shall retain such records for the longer of: (1) five years after the expiration of this Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at: [https://dils.dos.state.fl.us/recordsmgmt/gen\\_records\\_schedules.cfm](https://dils.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm).

(m) Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Subrecipient's compliance with the terms of this or any other agreement between Subrecipient and the State which results in the suspension or debarment of Subrecipient. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Subrecipient shall not be responsible for any costs of investigations that do not result in Subrecipient's suspension or debarment.

(n) Public Entity Crime: Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Subrecipient affirms that it is aware of the provisions of section 287.133(2)(a), F.S., and that at no time as Subrecipient been convicted of a Public Entity Crime. Subrecipient shall not violate such law and any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with section 287.133(4), F.S.

(o) Advertising: Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

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

(q) Mandatory Disclosure Requirements:

1. Conflict of Interest: This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Subrecipient or its affiliates.

2. Convicted Vendors: Subrecipient shall disclose to DEO if it is on the Convicted Vendor List. A person or affiliate placed on the Convicted Vendor List following a conviction for a Public Entity Crime is prohibited from doing any of the activities listed in Subparagraph (20)(n) above for a period of 36 months from the date of being placed on the Convicted Vendor List.

3. Vendors on Scrutinized Companies Lists: If this Agreement is in the amount of one million dollars and zero cents (\$1,000,000.00) or more, in executing this Agreement, Subrecipient certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.

a. Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Subrecipient is found to have submitted a false certification or if Subrecipient is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Agreement.

b. If DEO determines that Subrecipient has submitted a false certification, DEO shall provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within ninety days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Subrecipient. If DEO's determination is upheld, the Subrecipient will be liable for a civil penalty equal to the greater of two million dollars and zero cents (\$2,000,000.00) or twice the amount of this Agreement, and Subrecipient will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Subrecipient.

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

4. Discriminatory Vendors: Subrecipient affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Subrecipient been placed on the Discriminatory Vendor List. Subrecipient shall not violate such law during the term of this Agreement. Subrecipient shall disclose to DEO if it appears on the Discriminatory Vendor List. An entity or affiliate placed on the Discriminatory Vendor List pursuant to section 287.134, F.S., may not:

- a. Submit a bid on a contract to provide any goods or services to a public entity;
- b. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. Submit bids on leases of real property to a public entity; or
- d. Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

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

**(21) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING**

(a) Federal grant funds provided under this Agreement may not be used by any Subrecipient or Subcontractor to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources (See 45 C.F.R. Part 93).

(b) Subrecipient certifies, by the authorized representative's signature to this Agreement, that to the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

(c) 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 Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract,

grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

(d) Subrecipient shall comply with the requirements of 31 U.S.C. § 1352, and require all subcontractors of subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) to comply with 31 U.S.C. § 1352. In addition, Subrecipient shall ensure that all subawards contain the certification set forth in Subparagraph (21)(b) above and the content of Subparagraph (21)(c) above. Subrecipient shall require that all Subcontractors provide such certifications and, when applicable, submit the completed Disclosure Form to Report Lobbying. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who makes an expenditure prohibited by Subparagraph (21)(b) or fails to file or amend the declaration required by Subparagraph (21)(c) shall be subject to a civil penalty of not less than ten thousand dollars and zero cents (\$10,000.00) and not more than one hundred thousand dollars and zero cents (\$100,000.00) for each such expenditure and such failure.

(22) COPYRIGHT, PATENT AND TRADEMARK

Any, and all, patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

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

(23) LEGAL AUTHORIZATION



(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

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

**(24) ASSURANCES**

Subrecipient shall comply with any Statement of Assurances incorporated as Attachment E.

**(25) PURCHASING**

(a) Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

(b) Products Available from the Blind or Other Handicapped (RESPECT): In accordance with section 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER

413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

(c) Subrecipient shall procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with section 403.7065, F.S.

(26) SEVERABILITY

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

*Remainder of this page intentionally left blank*

STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
FEDERALLY FUNDED SUBGRANT AGREEMENT  
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

**SUBRECIPIENT**

Orange, County of

(Type Legal Name of Subrecipient)

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

Teresa Jacobs, County Mayor

(Type Name and Title Here)

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

59-6000773

Federal Identification Number

064797251

DUNS\* Number

16EA-0F-12-00-01-022

Agreement Number

**STATE OF FLORIDA**

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

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

\_\_\_\_\_  
Director, Division of Community Development

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

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

Office of the General Counsel  
Department of Economic Opportunity

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

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

## FY 2016 LIHEAP AGREEMENT

### EXHIBIT 1

#### AUDIT REQUIREMENTS

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

#### MONITORING

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

#### AUDITS

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

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

1. In the event that the Subrecipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Subrecipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Subrecipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Title 2 C.F.R. part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Uniform Guidance, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or

increments of awards issued on or after December 26, 2014. Please refer to title 2 C.F.R. part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this Attachment and Agreement accordingly.

## **Part II: STATE FUNDED**

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

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

## **PART III: OTHER AUDIT REQUIREMENTS**

None.

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:
  - A. DEO at each of the following addresses:  
Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)  
or  
Paper (hard copy):

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

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Subrecipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

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

or

Paper (hard copy):

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

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

- A. DEO at each of the following addresses:

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

or

Paper (hard copy):

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

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

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

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

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

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

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

FY 2016 LIHEAP AGREEMENT

EXHIBIT 1-A

FUNDING SOURCES

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

Subrecipient's DUNS Registered Name:	Orange, County of
Subrecipient's DUNS Number:	064797251
Federal Award Identification Number:	G-1601FLLIEA
Federal Award Date:	October 22, 2015
Subaward Period of Performance Start and End Date:	March 1, 2016 through March 31, 2017
Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient:	\$3,064,275
Total Amount of the Federal Funds Obligated to the Subrecipient by the pass-through entity including the current obligation:	\$3,064,275
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	\$3,064,275
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	Home energy assistance to low income households
Federal Awarding Agency:	U.S. Department of Health and Human Services;
Pass-Through Entity:	Florida Department of Economic Opportunity
Contact Information for Awarding Official of Pass-Through Entity:	Contact: Paula Lemmo, 850-717-8450
Catalog of Federal Domestic Assistance Number:	93.568
Catalog of Federal Domestic Assistance Title:	Low Income Home Energy Assistance Program
Research and Development:	No
Indirect Cost Rate, if applicable:	_____ %



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

**Federal Program:**

1. Subrecipient shall use the LIHEAP funds to provide energy payment assistance to eligible clients with low income. These funds will be expended in accordance with all attachments to this Agreement, applicable OMB Circulars, and the FFY 2016 LIHEAP State Plan.
2. Subrecipient shall comply with applicable OMB Circulars and eligibility requirements as set forth in the U.S. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations, Part 96 – Block Grants, and Title 31 of the Code of Federal Regulations, Part 205 – Cash Management Improvement Act of 1990.

**STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Federal Program: N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

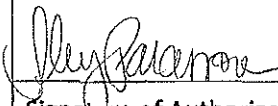
State Project: N/A

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

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

**FY 2016 LIHEAP AGREEMENT**

**EXHIBIT 2**

<b>Audit Compliance Certification</b>	
<i>Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to audit@deo.myflorida.com.</i>	
Grantee: Orange, County of	
FEIN: 59-6000773	Grantee's Fiscal Year: March 1, 2016 through March 31, 2017
Contact's Name: Sherry Paramore	Contact's Phone: (407) 836-7505
Contact's Email: Sherry.Paramore@ocfl.net	
<p>1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Grantee expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of title 2 C.F.R. part 200, subpart F, as revised.</b></p>	
<p>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</p>	
 _____ Signature of Authorized Representative	1.8.16 _____ Date
Sherry Paramore _____ Printed Name of Authorized Representative	Division Manager _____ Title of Authorized Representative

**FY 2016 LIHEAP AGREEMENT  
EXHIBIT 3  
SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST**

Criteria		Required Federal Award Identification Information	SUBRECIPIENT INFORMATION
2 C.F.R. 200.331 (a)(1)	(i)	Subrecipient name (which must match registered name in DUNS);	Orange, County of
	(ii)	Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number);	064797251
	(iii)	Federal Award Identification Number (FAIN);	G-1601FLIEA
	(iv)	Federal Award Date (see §200.39 Federal award date);	October 22, 2015
	(v)	Subaward Period of Performance Start and End Date;	March 1, 2016 through March 31, 2017
	(vi)	Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient;	\$3,064,275
	(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including the current obligation;	\$3,064,275
	(viii)	Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity;	\$3,064,275
	(ix)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Home energy assistance to low income households
	(x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Federal Awarding Agency: U.S. Department of Health and Human Services; Pass Through Entity: Florida Department of Economic Opportunity Contact: Paula Lemmo, 850-717-8450
	(xi)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.568, Low Income Home Energy Assistance Program; See Exhibit 1-A
	(xii)	Identification of whether the award is R&D; and	No

	(xiii)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs).	See Exhibit 1-A
2 C.F.R. 200.331 (a)(2)		All requirements imposed by the pass-through entity on the Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, See Attachments A, B and C
2 C.F.R. 200.331 (a)(3)		Any additional requirements that the pass-through entity imposes on the Subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.	Yes, See Attachments A, B and C
2 C.F.R. 200.331 (a)(4)		An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient (in compliance with this Part), or a de minimis indirect cost rate as defined in § 200.414 Indirect (F&A) costs, paragraph (b) of this Part.	Yes, See Attachments C and K
2 C.F.R. 200.331 (a)(5)		A requirement that the Subrecipient permit the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§ 200.300 Statutory and national policy requirements through 200.309 Period of performance and Subpart F - Audit Requirements of this Part.	Yes, See Paragraph (5) of this Agreement
2 C.F.R. 200.331 (a)(6)		Appropriate terms and conditions concerning closeout of the subaward.	Yes, See Attachment C

**FY 2016 LIHEAP AGREEMENT  
ATTACHMENT A  
SCOPE OF WORK**

Subrecipient shall comply with and, if applicable, ensure all subcontractors comply with, the following requirements:

**A. Payment and Deliverables**

Subrecipient will be reimbursed monthly for expenditures reported in its Monthly Financial Status Report as described in Attachment C, Reports. Reimbursement will be made by DEO, upon DEO's finding that the Deliverable has been successfully completed.

(1) "Deliverable" is defined as:

a. Certification that Subrecipient operated during its regular business hours as identified in Attachment F, Warranties and Representations.

(2) The Deliverable shall be reported monthly on Subrecipient's Monthly Financial Status Report as described in Attachment C, Reports.

(3) Successful completion of the Deliverable shall be determined by receipt by DEO of Subrecipient's Monthly Financial Status Report containing the certification required in Subparagraph A.(1)a. above.

**B. Financial Consequences**

(1) DEO shall not reimburse any expenditures associated with Deliverables not accepted by DEO as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.

(2) If Subrecipient fails to be open and available for services according to its regular business hours as identified in Attachment F, Warranties and Representations, outside weekends and holidays, Subrecipient shall pay to DEO financial consequences for such failure, unless DEO waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Subrecipient.

(3) Subrecipient's failure will result in an assessment of a financial consequence in the amount of \$10.00 per day Subrecipient failed to operate according to its regular business hours, up to a maximum of \$100.00.

(4) Subrecipient shall reimburse DEO any amounts found not to have been expended in accordance with 42 U.S.C. §§8621-8630, or DEO may offset such amounts against any other amount to which Subrecipient is or may become entitled to under this Agreement. Any request for reimbursement shall be paid by Subrecipient in accordance with the terms of this Agreement.

(5) Any amounts due under this financial consequence shall be paid by Subrecipient out of non-federal funds.

**C. Definitions**

(1) Administrative expenses – costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with

financial and administrative management of the program.

- (2) Applicant – A person or persons who has submitted or requested an application for services.
- (3) Application Date - The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.
- (4) Application Receipt – The date an Applicant first submits an application for assistance.
- (5) Client – An Applicant, household or customer whose application for assistance has been approved.
- (6) Crisis Assistance – Assistance provided to an Applicant with no access to, or in danger of losing access to, needed home energy. Subrecipient may provide up to two Crisis Assistance benefits per year.
  - a. A maximum of one summer Crisis Assistance benefit may be applied to a Client's account during the cooling season, April – September.
  - b. A maximum of one winter Crisis Assistance benefit may be applied to a Client's account during the heating season, October – March.
  - c. May be used to pre-pay home energy usage.
- (7) Eligible Actions – All applications for Crisis Assistance must be acted upon by Subrecipient with an Eligible Action taken to mediate the crisis within 18 hours of Application Receipt. Eligible Actions include:
  - a. Approval of application;
  - b. Denial of application pending further information;
  - c. Denial of application because Applicant is deemed ineligible;
  - d. Contact utility vendor to halt power disconnection or interruption in services; or
  - e. Written referral to, along with providing Applicant assistance in contacting, another agency if LIHEAP funding is not available or the Applicant is ineligible.
- (8) Home Energy Assistance – Assistance provided to an Applicant to reduce the Applicant's overall home energy burden. Subrecipient must provide at least one Home Energy Assistance benefit per calendar year.
  - a. A Client may not receive more than one Home Energy Assistance benefit per calendar year.
  - b. The benefit is not contingent upon current or past due amounts, and can be used as a direct credit to the Client's account.
  - c. May be used to pre-pay home energy usage up to the amount the Client is eligible to receive.
  - d. Must follow the current benefit payment matrix provided by DEO.
- (9) Home Energy Crisis – shall be defined as no access or being in immediate danger of losing access to needed home energy because of any of the following:
  - a. The Applicant's home cooling or heating energy source has been cut off;
  - b. The Applicant has been notified that the energy source for cooling or heating is going to be cut off;

- c. The Applicant has received a notice indicating the energy source is delinquent or past due;
  - d. The Applicant is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating;
  - e. The Applicant has a bill for which the due date has lapsed; or
  - f. The Applicant has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair or purchase of heating or cooling equipment, or needing interim emergency measures to avoid further crisis.
- (10) Outreach Expenses - costs incurred in delivering LIHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake, costs for advertising, costs for application supplies and storage of client files.
- (11) Reasonable Promptness – Means within fifteen (15) working days of Application Receipt.

**D. Scope of Work/Program Tasks/Program Requirements**

- (1) Subrecipient will administer the LIHEAP Program in accordance with information and directives provided in DEO-issued Information Memorandum notifications, DEO-issued policy directives (if any), and this Agreement.
- (2) Subrecipient shall conduct outreach activities designed to ensure that eligible households, especially households with elderly or disabled individuals, young children and those with highest home energy burden are made aware of the assistance available under this Agreement.
- (3) Subrecipient shall assist each Applicant in securing help through other community resources when LIHEAP funds are not available or are insufficient to meet the emergency home energy needs of an Applicant.
- (4) Subrecipient shall maintain the following written policies:
  - a. A written policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
  - b. A written policy to secure Applicants' social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files. Subrecipient shall, in collecting Applicants' social security numbers, use the Notice Regarding Collection of Social Security Numbers. The Notice shall be signed by the Applicant and maintained in the Client file.
  - c. A written policy to assure that all energy vendors to which energy assistance payments are made comply with the requirements of Paragraph G of this Attachment A.

- d. A written policy on how to document and verify that an Applicant meets the definition of a Home Energy Crisis and is eligible for Crisis Assistance.
  - e. A written policy to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.
  - f. A written policy for determining Applicant's eligibility for receiving benefits under the LIHEAP program.
  - g. A written appeals and complaint policy that provides an opportunity for a fair administrative hearing to Applicants or Clients whose applications for assistance are denied or whose applications are not acted upon with Reasonable Promptness. Subrecipient shall post its appeal and complaint policy in a prominent place within Subrecipient's office viewable by all Applicants and Clients.
- (5) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish a written Notice of Denial and Appeals for each Applicant denied assistance. At a minimum, the written Notice of Denial and Appeals shall contain:
- a. Name of Applicant;
  - b. Date of Application;
  - c. Type of benefit sought;
  - d. Reason(s) for denial;
  - e. Statement on Subrecipient's benefit limits, if applicable;
  - f. Statement of appeals process;
  - g. Explanation of the circumstances under which the Applicant may reapply;
  - h. Explanation of the information or documentation needed for the Applicant to reapply;
  - i. Name, phone number, and address applicable to the appeal process; and
  - j. Number of days the Applicant has to file the appeal.
- (6) At a minimum, Subrecipient's appeals process must provide an opportunity for an Applicant or Client to file a written appeal or complaint with Subrecipient's Program Supervisor within ten (10) working days of receipt of the written Notice of Denial and Appeal:
- a. Upon receipt of a validly filed appeal or complaint, Subrecipient shall respond in writing within ten (10) working days.
  - b. The Applicant or Client may appeal Subrecipient's first response by filing its objections to the response with Subrecipient's Director, Executive Director or Board Chair, as applicable, within five (5) working days of receipt of the first response.
  - c. Upon receipt of a validly filed objection to the first response, Subrecipient shall respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the



decision is final, and, if applicable, the circumstances under which the Applicant or Client may re-apply for services.

- (7) Subrecipient shall make payments to energy vendors on behalf of eligible Applicants with the "highest home energy needs and lowest household income," which will be determined by taking into account both the energy burden and the unique situation of such Applicants that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.
- (8) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in its service area. The MOU will detail cooperative efforts and shall describe the actions that will be taken by both parties to assure coordination, partnership, and referrals. The Subrecipient shall review and renew the MOU at least every five years. Subrecipient, in coordination with the local WAP agency, shall develop a system by which LIHEAP Clients who have received more than three LIHEAP benefits in the last 18 months and who are homeowners, are referred to the WAP provider. Subrecipient shall maintain records sufficient to document referrals.
- (9) Subrecipient shall enter into an MOU with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Subrecipient shall review and renew the MOU at least every five years. The MOU will detail how LIHEAP and EHEAP records (for households with elderly members) will be checked to avoid duplicate Crisis Assistance payments during the same season. Subrecipient shall maintain records sufficient to document coordination.
- (10) Subrecipients serving multi-county areas shall provide DEO with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on the 150% of poverty population within each of the counties served. This information must be reported in Attachment L to this Agreement.
- (11) Subrecipient shall agree to treat owners and renters equitably under the Agreement.
- (12) Subrecipient shall not charge Applicants a fee or accept donations from an Applicant to provide LIHEAP benefits. Subrecipient shall post the following statements in a prominent place visible to all Applicants and Clients: No money, cash or checks, will be requested or accepted from Applicants or Clients for LIHEAP services of any kind. If an employee asks for money, report this to the agency Executive Director or Department Head.
- (13) Subrecipient shall have a physical location and operate during hours available to Applicants and in accordance with the days and times as described in Attachment F, Warranties and Representations.
- (14) Subrecipient shall refund to DEO, with non-federal funds, all funds incorrectly paid on behalf of Clients that

cannot be collected from the Client.

- (15) Subrecipient shall have appropriate staff attend training sessions scheduled by DEO to cover LIHEAP policies and procedures.
- (16) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.
- (17) Subrecipient shall be in a position to accept applications after execution of this Agreement, and adequate funding is provided. Subrecipient shall continue taking applications until this Agreement expires or funds are exhausted, whichever comes first.
- (18) Subrecipient shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number ([www.dnb.com](http://www.dnb.com)) and maintaining an active and current profile in the Central Contractor Registration (CCR) ([www.ccr.gov](http://www.ccr.gov)).
- (19) Subrecipient shall publish and publicize its local outreach office telephone number, as well as the days and times the outreach office is open. If applicable for the area served, Subrecipient shall have a toll-free telephone number.

**E. Client Services and Benefits**

- (1) Subrecipient shall provide LIHEAP Home Energy Assistance benefits based on the state-provided LIHEAP Payment Matrix. The benefit amount is based on the household's income level as compared to the National Poverty Guidelines.
- (2) The following maximum benefits will be available to eligible Applicants:
  - a. One non-crisis Home Energy Benefit per twelve (12) month period;
  - b. One summer energy-related Crisis Assistance benefit between April 1 and September 30 each year; and
  - c. One winter energy-related Crisis Assistance benefit between October 1 and March 31 each year.
- (3) Based on local need for LIHEAP services and other non-LIHEAP energy assistance resources in its service area, Subrecipient may limit Crisis Assistance benefits to less than those stated in Paragraph E.(2) of this Attachment A, but not less than one Crisis Assistance benefit per year.
- (4) Subrecipient shall determine the correct amount of each Crisis Assistance benefit based on the minimum necessary to resolve the crisis, but not more than the maximum set by DEO. The maximum crisis benefit is \$600.00 per Applicant per season.
- (5) When the Applicant is in a crisis situation (life threatening or non-life threatening), Subrecipient shall take one or more Eligible Actions that will resolve the emergency situation within eighteen (18) hours of Application Receipt for a Crisis Assistance benefit, and document the Client file with which Eligible Action was used.

- (6) For all approved applications, Subrecipient shall make payments to vendors on behalf of approved Applicants no more than forty-five (45) calendar days from the Application Date.
- (7) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish in writing to each approved Applicant a Notice of Approval and Appeals which includes:
  - a. Type and amount of assistance;
  - b. Name of the energy vendor to be paid on the Client's behalf;
  - c. The next date when the Client will be eligible to apply for further assistance; and
  - d. Subrecipient's Appeal policy.
- (8) For Crisis Assistance Applicants, Subrecipient shall compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate Crisis Assistance payments during the same eligibility period, and maintain documentation sufficient to ensure compliance with this requirement.
- (9) Applicant eligibility shall be based on the following factors:
  - a. Subrecipient may only assist Applicants who are, or were, residing in its LIHEAP service area at the time the home energy costs were incurred.
  - b. The Applicant must complete an application and return all required information and verification to Subrecipient or subcontractor.
  - c. The Applicant must provide a utility, or fuel, bill verifying an obligation to pay home energy costs.
  - d. The Applicant must have a total gross household income of not more than 150% of the current OMB federal poverty level for their household's size.
  - e. To receive a Crisis Assistance benefit, the Applicant must meet the requirements of having a verifiable Home Energy Crisis as this term is defined in Paragraph C.6. of this Attachment A.
  - f. If the Applicant lives in government subsidized housing, Subrecipient shall determine if all or part of Applicant's utility costs are paid directly or indirectly by the government and then take the following appropriate action:
    1. Subrecipient shall not provide assistance to an Applicant if Applicant's home heating and cooling costs are totally included in Applicant's rent and Applicant has no obligation to pay any portion of the costs.
    2. For Crisis Assistance Only: If the Applicant receives an energy subsidy through Section 8 or a Public Housing Authority, then Subrecipient shall subtract the amount of the subsidy available to the Applicant during the period covered by the utility bill from the allowable LIHEAP crisis benefit calculated for the household.

3. For Home Energy Assistance Only: If utility costs are not paid directly or indirectly by a government entity, the Applicant is eligible for a Home Energy Assistance benefit with no deductions at the same level as other Applicants.

g. The Applicant must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.

h. The Applicant must not be a student living in a dormitory.

(10) Calculation of income eligibility:

- a. Use the past 30 days earnings for all occupants of the household annualized, or the Applicant's most current economic situation, whichever is lower.
- b. Reference the current year Sources of Allowable Income to determine what is and is not considered as allowable income.
- c. Total household income cannot exceed the 150% poverty level as set forth in the Poverty Income Guidelines.
- d. If an Applicant cannot document household income and does not receive food stamps, the Subrecipient shall accept a signed self-declaration of income statement that adequately explains exceptional circumstances and gives the amount of the Applicant's income.
- e. No household may be excluded solely on the basis of income if the household income is less than 110% of the poverty level.

**F. Client Records**

Subrecipient shall maintain information in a file for each LIHEAP Client that includes at least the following information:

- (1) Client's name, address, sex, and age, and customer name on utility account (if not the Client);
- (2) Names, ages, and current identification documentation (no more than one year expired) of all household members;
- (3) Social Security Numbers and documentation of such numbers for all household members or the citation to the applicable exemption;
- (4) Signed Notice Regarding Collection of Social Security Numbers;
- (5) Income amount and method of verification for all household members;
- (6) Income documentation to support eligibility;
- (7) Signed statement of self-declaration of income, if applicable;
- (8) Signed statement of how basic living expenses, such as food, shelter, and transportation are being provided

if the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;

(9) Copies of approval or denial letters, including appeal procedures, provided to the Client;

(10) Documentation of disability income or physician's statement if preference or additional benefit provided due to a disability;

(11) Documentation of Client's obligation to pay the energy bill for the residence in which Client resides;

(12) Signed Authorization for Release of General and/or Confidential Information for LIHEAP Data, or notation that the Client did not sign the waiver;

(13) Utility Account Number;

(14) If LIHEAP prevented disconnection or restored an energy disruption; and

(15) A signed LIHEAP application with signatures of the Applicant, Subrecipient's representative, and supervisory staff.

#### **G. Energy Vendor Relations**

(1) Unless special circumstances exist which permit Subrecipient to make a payment in the form of a two-party check made payable to the Client and the energy vendor, Subrecipient shall negotiate and maintain written agreements (the "Vendor Agreement") with energy vendors which must at a minimum include:

a. The beginning and ending date of the Vendor Agreement.

b. The Subrecipient's representative(s) authorized to resolve a crisis situation and make a payment commitment on behalf of a Client.

c. The energy vendor's representative(s) authorized to resolve a crisis.

d. A description of how Subrecipient shall make energy payments directly to the energy vendor on behalf of LIHEAP Clients.

e. Assurances from the energy vendor that no household receiving LIHEAP assistance will be treated adversely by the energy vendor because of such assistance under applicable provisions of state law or public regulatory requirements.

f. Assurances from the energy vendor that it will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.

g. A statement that only energy related elements of a utility bill are to be paid. No water or sewage charges may be paid except if required by the energy vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the Client or Subrecipient.

- h. A statement that Subrecipient may not pay for charges that result from illegal activities such as a bad check or meter tampering. A statement that the energy vendor is aware that those charges are the responsibility of the Client.
  - i. A statement that the energy vendor is aware that when the benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
  - j. Details on how the energy vendor will assist Subrecipient in verifying the LIHEAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.
  - k. Subrecipient's commitment to make payment to the energy vendor no more than forty-five (45) calendar days from the Application Date.
  - l. A statement that the energy vendor is aware that if LIHEAP payments made to the energy vendor cannot be applied to the Client's account, the funds will be returned to Subrecipient or, with Subrecipient's approval, applied to another eligible Client's account.
  - m. An assurance that the Subrecipient shall collect signed Authorization for Release of General and/or Confidential Information for LIHEAP Data from each eligible Applicant and ensure the signed releases are available for inspection by the energy vendor.
  - n. An assurance that the energy vendor is aware that as long as signed Authorization for Release of General and/or Confidential Information for LIHEAP Data are collected and available, the energy vendor will provide the requested customer data to DEO.
- (2) The energy vendor must be in "active" status with the State of Florida: <http://sunbiz.org/search.html> and the energy vendor's name must be checked on SAMS at <https://www.sam.gov>. The name on the Vendor Agreement must match the legal business name on the State of Florida website. Municipal providers are excluded from this requirement.
- (3) The Vendor Agreement must be reviewed by both parties at least every two years.
- (4) The Vendor Agreement must be signed by upper level management of both Subrecipient and the energy vendor authorized to enter into such commitments.

**FY 2016 LIHEAP AGREEMENT  
ATTACHMENT B  
PROGRAM STATUTES AND REGULATIONS**

**A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

The applicable documents governing service provision regulations are in the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35), as amended, and the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2 C.F.R., Part 200" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 31 C.F.R. 31.2 and 48 C.F.R. 931.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and the following Federal Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are also applicable under this Agreement.

1. Part 16 – Procedures of the Departmental Grant Appeals Board;
2. Part 30 - Claims Collection;
3. Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
4. Part 81 - Practice and procedure for hearings under Part 80 of this Title;
5. Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
6. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
7. Part 87 – Equal Treatment for Faith Based Organizations;
8. Part 91 - Nondiscrimination on the Basis of Age in programs or activities receiving Federal Financial Assistance from HHS;
9. Part 93 - New restrictions on lobbying;
10. Part 96 - Block Grants;
11. Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities;

**B. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY**

As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in

part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and Subrecipients of Federal research grants, shall clearly state:

1. the percentage of the total costs of the program or project which will be financed with Federal money,
2. the dollar amount of Federal funds for the project or program, and
3. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

C. INTEREST FROM CASH ADVANCES

Subrecipients shall invest cash advances in compliance with section .21(h)(2)(i) of the Common Rule and 2 C.F.R. 200.305, Payment.

D. PROGRAM INCOME

Subrecipient may reapply program income for eligible program projects or objectives. The amount of program income and its disposition must be reported to DEO at the time of submission of the final close-out report.

E. INFORMAL MODIFICATIONS

No expenditure in excess of the amount funded under this Agreement at the time the expenditure is incurred will be valid. Increases in funding are only valid by formal modification as described in Paragraph (4) of this Agreement. Subrecipient shall submit all Modifications of Attachments I, J, K, and L in accordance with the following process:

- (1) Subrecipient shall use a DEO-approved Informal Modification package.
- (2) In Attachments J and K, only unobligated funds may be transferred from one line item to another line item.
- (3) Except when an Informal Modification pertains to a weather-related modification, each modified line item must continue to meet all contractual minimum and maximum percentage budget requirements.
- (4) Any request for modification to increase or decrease any line item that is not submitted to DEO for approval thirty calendar days prior to the anticipated implementation date may result in reimbursement delays.
- (5) Subrecipient shall submit to DEO a letter of explanation for the modifications made and a completed modification package, including Amended Attachments I, J, K, and L, as applicable. The Modification must be signed by Subrecipient. Prior to the submission of a Financial Status Report in which the changes are implemented, DEO must accept and sign the Modification.
- (6) Upon approval by DEO, Subrecipient's budget detail will be revised in DEO's electronic payment system.



- (7) None of the budget transfers may violate this Agreement or the Uniform Guidance, and if Subrecipient is a for-profit entity, all budget transfers must comply with 31 C.F.R. Subpart 31.2 and 48 C.F.R. Subpart 931.2.

F. BONDING

- (1) Non-Profit Organizations: Subrecipient shall purchase a blanket fidelity bond covering all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an amount equal to at least one-half of the total LIHEAP agreement amount. Subrecipient shall submit documentation prior to execution of this Agreement.
- (2) Local Governments: Subrecipient shall purchase a fidelity bond in accordance with section 113.07, F.S. The fidelity bond must cover all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Subrecipient shall submit documentation prior to execution of this Agreement.

G. MONITORING

- (1) DEO shall conduct a full onsite review of Subrecipient at least once during each three-year period. Subrecipient shall allow DEO to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Subrecipient contracts to carry out program activities.
- (2) DEO shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by DEO of Subrecipient need.
- (3) DEO shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and federal funding agency.

H. OTHER PROVISIONS

- (1) Subrecipient shall budget a minimum of twenty-five percent (25%) of the total Agreement funds for Home Energy Assistance.
- (2) Subrecipient shall budget a minimum of two percent (2%) of the total Agreement funds for Weather Related/Supply Shortage emergency assistance. These funds must be held in this budget line item category until December 15 of the program year for use in response to a possible disaster. These funds will only be used during state or federal emergencies declared officially by the President, the Governor, or the Executive Director of DEO. In the event of an emergency being officially declared, if Subrecipient or DEO finds that two percent (2%) of the Weather Related/Supply Shortage emergency

assistance budget is not sufficient to meet the emergency, Subrecipient may draw on other Agreement categories, up to fifty percent (50%) of the total Agreement budget, without additional written authorization. When funds are distributed for a weather-related/supply shortage emergency, DEO will provide binding directives as to the allowable expenditures of the funds. After December 15, if no emergency has been declared, DEO will release the funds and Subrecipient will allocate these funds to the crisis or home energy category of the program through a budget modification which can be completed following the Informal Modification process set out in Paragraph E of this Attachment B. Subrecipient shall comply with these directives or agree that these funds will remain with DEO.

- (3) In addition to the record keeping, public records, and audit requirements contained in Sections (5) and (6) of this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of Subrecipient.
- (4) If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, Subrecipient shall cooperate with, and upon DEO's written request, participate with DEO in the hearing.
- (5) Subrecipient shall maintain records sufficient to allow DEO to determine compliance with the requirements and objectives of Attachment A and all other applicable laws and regulations.

FY 2016 LIHEAP AGREEMENT  
ATTACHMENT C  
REPORTS

A. Annual reports

- (1) Close-out Report: The LIHEAP Close-Out Report is due forty-five calendar days after termination of the Agreement or forty-five calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the forty-fifth calendar day falls on a weekend day or holiday, the Close-Out Report will be due on the next business day. Subrecipient shall submit original signed documents to DEO that include, at a minimum, the Close-Out Cover Sheet, the LIHEAP Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.
- (2) IRS Form 990: Subrecipients that are below the \$750,000 threshold for all Federal awards in its fiscal year, are non-profit entities, and exempt from the federal single audit act requirements, shall submit with its Agreement proposal a copy of its most recent IRS Form 990.
- (3) Annual Performance Measures Client and Household Data Report: The Annual Performance Measures Client and Household Data Report is due on October 21 of each year and shall cover the period of October 1 through September 30 of each year. If October 21 falls on a weekend day or holiday, the Report shall be due on the next business day. Subrecipient shall submit the report as instructed by DEO.

B. Quarterly Reports: For each county Subrecipient serves, the LIHEAP Household Quarterly Program Report must be provided to DEO no later than twenty-one calendar days following the end of the quarter. For the purposes of this Agreement, the ending dates of the quarters are June 30, September 30, December 31 and March 31. In the event the twenty-first calendar day of the month falls on a weekend day or holiday, the Quarterly Report shall be due no later than the next business day.

C. Monthly reports: Subrecipient shall provide the LIHEAP Monthly Financial Status Report to DEO no later than the twenty-first day of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the report regardless of whether funds were expended. DEO will make its determination whether to reimburse Subrecipient's costs based on Subrecipient's successful completion of deliverables, as evidenced by information contained in this report. Only with prior approval by DEO will more than one reimbursement be processed for any calendar month. The Monthly Financial Status Report must be submitted in DEO's current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the due date. In the event the twenty-first day of the month falls on a weekend

day or holiday, the Monthly Financial Status Report shall be due on the next business day.

(1) Each Monthly Financial Status Report shall contain the following information:

- a. All expenditures that occurred during the reporting month;
- b. The amount of reimbursement requested;
- c. The number of benefits provided; and
- d. An attestation, signed by an authorized signatory, that Subrecipient was open and operating during its reported business hours.

(2) All Monthly Financial Status Reports shall be signed and dated.

(3) DEO shall review each Monthly Financial Status Report for compliance with the requirements as stated in Attachment A of this Agreement.

- D. Monitoring Report Responses: Subrecipient shall provide a written response to DEO for all monitoring report findings or concerns no later than thirty-five calendar days from the date of the original monitoring report. DEO shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the thirty-fifth day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for DEO's review and approval.
- E. Cost Allocation Plan: Per 2 C.F.R. 200.405, Subrecipients are required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. To document this, Subrecipients must submit copies of their written Cost Allocation Plan to DEO with this Agreement.
- F. Indirect Cost Rate Proposal: Per 2 C.F.R. 200.331(a)(4), Subrecipients of federal awards are required to have an approved, federally recognized indirect cost rate, negotiated between the Subrecipient and the Federal Government. If no such rate exists, then the Subrecipient shall have either a rate negotiated with DEO (in compliance with 2 C.F.R. Part 200), or a de minimis indirect cost rate as defined in 2 C.F.R. 200.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to DEO with this Agreement. If Subrecipient chooses to use the de-minimis rate, Subrecipient shall make sure it is entitled to use that rate and include a statement to that effect. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge an indirect cost rate.
- G. Other reports: Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by DEO, including supporting or source documentation for any reports identified above in this Attachment.
- H. Reports must be submitted to the DEO Grant Manager as stated in Paragraph (14) of this Agreement.

**FY 2016 LIHEAP AGREEMENT  
ATTACHMENT D  
PROPERTY MANAGEMENT AND PROCUREMENT**

Subrecipient shall comply with property management standards for non-expendable property equivalent, at a minimum, as provided in 2 C.F.R. 200.313, Equipment, 2 C.F.R. 200.314, Supplies, and the awarding federal agency's "Common Rule."

- A. All property purchased under this Agreement must be inventoried annually and an inventory report must be made available to DEO upon request.
- B. All property purchased under this Agreement must be listed on the property records of Subrecipient. Said listing must include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property.
- C. Title (Ownership) to all non-expendable property acquired with funds from this Agreement must be vested in DEO upon completion or termination of the Agreement.
- D. Subrecipient shall comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

FY 2016 LIHEAP AGREEMENT  
ATTACHMENT E  
STATEMENT OF ASSURANCES

A. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share of part of this Agreement or to any benefit to arise from the same.

B. Interest of Members, Officers, or Employees of Subrecipient, Members of Local Governing Body, or Other Public Officials.

No member, officer, or employee of Subrecipient, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, may have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Subrecipient shall incorporate or cause to be incorporated in all such Agreements, a provision prohibiting such interest pursuant to the purposes of this subsection. No board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with section 112.061, F. S.

C. Nepotism

Subrecipient shall abide by the provisions of section 112.3135, F. S., pertaining to nepotism in its performance under this Agreement

D. LIHEAP Assurances

Subrecipient hereby assures and certifies as a condition of receipt of LIHEAP funds, that it, and its subcontractors, shall comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of LIHEAP funds, Subrecipient assures and certifies that:

- (1) Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body, including all assurances contained herein.
- (2) Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with prescribed management policies of the agency.
- (3) Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate

compliance with the law.

- (4) Subrecipient will give DEO, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-contractor.
- (5) Subrecipient will comply with all of the provisions and practices outlined in DEO's most current LIHEAP Program Monitoring Field Manual.
- (6) Subrecipient will comply with non-discrimination provisions, in accordance with Florida Statutes; Section 677 of P.L. 97-35; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.
- (7) Subrecipient will comply with section 2609 of Public Law 97-35, as amended, which prohibits use of LIHEAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
- (8) The LIHEAP application and all its attachments, including budget data, are true and correct.
- (9) Subrecipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.
- (10) Administration of this program has been approved by Subrecipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.
- (11) Subrecipient shall comply with Title X, Part C of Public Law 103-227, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient shall include the above language in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
- (12) Subrecipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: 45 C.F.R. part 76, subpart F, Sections 76.630(c) and (d)(2).

**FY 2016 LIHEAP AGREEMENT  
ATTACHMENT F  
WARRANTIES AND REPRESENTATIONS**

**A. Financial Management**

Subrecipient warrants that its financial management system shall provide the following:

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

**B. Competition**

Subrecipient warrants the following:

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

**C. Codes of Conduct**

Subrecipient warrants the following:

- (1) Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.



- (2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.
- (3) The officers, employees, and agents of Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts.
- (4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of Subrecipient.

D. Business Hours

Subrecipient warrants that it shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, on (days) ( Monday ) through ( Friday ), and from (times) ( 8:00 a.m. ) to ( 5:00 p.m. ).

E. Licensing and Permitting

Subrecipient warrants that all subcontractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

**FY 2016 LIHEAP AGREEMENT  
ATTACHMENT G  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

NOTE: Prior to issuing subawards or subcontracts under this Agreement, Subrecipient shall consult the System for Award Management (SAM) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at <https://www.sam.gov>.

- A. If the Subrecipient will not issue any subawards or subcontracts under this Agreement, the Subrecipient shall mark here that this Attachment G is Not Applicable:     N/A    .
- B. If the Subrecipient will issue subawards or subcontracts under this Agreement, the Subrecipient shall complete the following information for each subcontractor:
1. The prospective subcontractor of Subrecipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR:**

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
Subrecipient's Name

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
DEO Agreement Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

FY 2016 LIHEAP AGREEMENT

ATTACHMENT H

Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))  
2 C.F.R. 175.15, Award Term

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either,
    - A. Associated with performance under this award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 C.F.R. part 180 (e.g., "2 C.F.R. part XX")].

b. Provision applicable to a recipient other than a private entity. We, as the Federal awarding agency, may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our

agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 C.F.R. part 180 (e.g., "2 C.F.R. part XX")].

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**FY 2016 LIHEAP AGREEMENT  
ATTACHMENT I  
SUBRECIPIENT INFORMATION**

FEDERAL FISCAL YEAR: 2016

AGREEMENT PERIOD: March 1, 2016 through March 31, 2017

Instructions: Complete the blanks highlighted in yellow. For item III, put an "X" in whichever highlighted box applies to your agency.

I. SUBRECIPIENT: Orange, County of AGREEMENT #: 16EA-OF-12-00-01-022

II. Agreement Amount: \$3,064,275.00 Total Direct Client Assistance: \$2,383,241.00

III. SUBRECIPIENT CATEGORY: ☐ Non-Profit ☒ Local Government ☐ State Agency

IV. COUNTY(IES) TO BE SERVED WITH THESE FUNDS:

<u>Orange</u>			

V. GENERAL ADMINISTRATIVE INFORMATION

a. Subrecipient County Location: Orange

b. Executive Director or Chief Administrator: Ajit Lalchandani

Address: 201 S. Rosalind Avenue City: Orlando, FL Zipcode: 32801  
Telephone: 407-836-7670 Fax: 407-836-7399  
Cell: N/A Email: Ajit.Lalchandani@ocfl.net  
*Mailing address if different from above*  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_, FL Zipcode: \_\_\_\_\_

c. Chief Elected Official for Local Governments or President/Chair of the Board for Nonprofits:

Name: Teresa Jacobs Title: Orange County Mayor  
Address\*: PO Box 1393 City: Orlando, FL Zipcode: 32802  
Telephone: 407-836-7370 Fax: 407-836-7630 Email: mayor@ocfl.net

\* Enter home or business address, telephone numbers and email other than the Recipient's

d. Official to Receive State Warrant:

Name: Martha O. Haynie Title: Orange County Comptroller  
Address: 201 S. Rosalind Avenue City: Orlando, FL Zipcode: 32801

e. Subrecipient Contacts:

1. Program: Name: Debbie Aska-Graham Title: Program Manager  
Address: 2100 E. Michigan Street City: Orlando, FL Zipcode: 32806  
Telephone: 407-836-6516 Fax: 407-836-6575  
Cell: 407-716-0887 Email: Debbie.Aska-Graham@ocfl.net

2. Fiscal: Name: Yolanda S. Brown Title: Family Service Department Fiscal Manager  
Address: 2100 E. Michigan Street City: Orlando, FL Zipcode: 32806  
Telephone: 407-836-7575 Fax: 407-836-8976  
Cell: N/A Email: Yolanda.Brown@ocfl.net

f. Person(s) authorized to sign reports:

Name: <u>Sherry Paramore</u>	Title: <u>Division Manager</u>
Name: <u>Debbie Aska-Graham</u>	Title: <u>Program Manager</u>
Name: <u>Yolanda S. Brown</u>	Title: <u>Fiscal Division Manager</u>

g. Subrecipient's FEID Number: 59-6000773

h. Subrecipient's DUNS Number: 064797251

VI. SUBRECIPIENT FISCAL YEAR: 1-Mar-16 thru March-17

**FY 2016 LIHEAP AGREEMENT  
ATTACHMENT J  
BUDGET SUMMARY, WORKPLAN, AND DELIVERABLES**

**SUBRECIPIENT:** Orange, County of

**AGREEMENT #:** 16EA-OF-12-00-01-022

*Instructions: Enter the appropriate figures in the boxes highlighted in yellow. Use only whole dollar amounts; no cents.*

**SECTION I: Budget Summary**

LIHEAP FUNDS ONLY		BUDGETED AMOUNT
1	LIHEAP FUNDS	\$3,064,275.00
<b>ADMINISTRATIVE EXPENSES</b>		
2	Salaries including Fringe, Rent, Utilities, Travel, Other (Total cannot exceed 8.5% of Line 1; round down if needed.) *	\$260,463.00
	Maximum Administrative Expense:	\$260,463.38
<b>OUTREACH EXPENSES</b>		
3	Salaries including Fringe, Rent, Utilities, Travel, Other (Total cannot exceed 15% of the difference between Line 1 & Line 2 (Line 1 minus Line 2 times .15; round down if needed) *)	\$420,571.00
	Maximum Outreach Expense:	\$420,571.80
<b>DIRECT CLIENT ASSISTANCE</b>		
4	Home Energy Assistance (Must be at least 25% of Line 1; round up if needed)	\$1,000,000.00
	25% Minimum Calculation:	\$766,068.75
5	Crisis Assistance	\$1,321,955.00
6	Weather Related / Supply Shortage / Disaster (Must be at least 2% of line 1; round up if needed.)	\$61,286.00
	2% Minimum Calculation:	\$61,285.50
7	TOTAL DIRECT CLIENT ASSISTANCE (Lines 4 + 5 + 6)	\$2,383,241.00
8	GRAND TOTAL ALL EXPENSES (Lines 2 + 3 + 7)	\$3,064,275.00

**SECTION II: Workplan and Deliverables**

Type of Assistance	Estimated # of Benefits to be Provided	Estimated Cost Per Benefit	Estimated Expenditures** (Est # x Est \$)
Summer Home Energy	1835	\$326.98	\$600,008.30
Winter Home Energy	1242	\$322.06	\$399,998.52
Summer Crisis	1978	\$401.00	\$793,178.00
Winter Crisis	1461	\$361.93	\$528,779.73
Weather Related/Supply Shortage	169	\$362.64	\$61,286.16
<b>TOTAL</b>	<b>6685</b>		<b>\$2,383,250.71</b>

\* If less than 8.5% of Line 1 is budgeted for Administrative Expenses, the Recipient may increase the Outreach Expenses. The total Administrative Expenses plus the total Outreach Expenses may not exceed the sum of the original maximum allowed for each of these line items.

Total of Line 2 plus Line 3 may not exceed:	\$681,035.18	Line 2 + Line 3 =	\$681,034.00
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\*\* Estimated Expenditures given in the Assistance Plan must agree with the corresponding values on Lines 4-7.







**FY 2016 LIHEAP AGREEMENT  
ATTACHMENT L  
MULTI-COUNTY FUND DISTRIBUTION**

**SUBRECIPIENT:** Orange, County of

**AGREEMENT #:** 16EA-0F-12-00-01-022

Number of Counties to be Served with this agreement: 1

If the Recipient will serve more than one county with this agreement, complete the form below. Describe how you will equitably allocate LIHEAP resources to each of the counties you serve. This plan must be in part based on the 150% poverty population of each county.

Instructions: Enter appropriate data only in the cells below that are highlighted in yellow. Percentages will automatically populate when the total direct client assistance amount and all three columns for each county are filled in.

Poverty Population Data Source: Provide the U. S. Census data source for the 150% of poverty population used including the year of the data. If any other data or factors are used in allocating the funds, describe and give the source.

Data Source and Description:	
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County Distribution Table (see Instructions Tabs for assistance completing this table)

COUNTY	150% POVERTY POPULATION	COUNTY'S % OF POVERTY POPULATION IN SERVICE AREA	TOTAL DIRECT CLIENT ASSISTANCE	% OF AGENCY'S DIRECT CLIENT ASSISTANCE DOLLARS ALLOCATED TO THIS COUNTY
			\$2,383,241.00	
			COUNTY ALLOCATION	
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
<b>Total Budgeted Direct Client Assistance*</b>	<b>0</b>	<b>0%</b>	<b>\$0.00</b>	<b>0.00%</b>

\* Total County Allocation must be equal to Total Direct Client Assistance (Attachment J, Budget Summary and Workplan, Line 7).

**FY 2016 LIHEAP AGREEMENT  
ATTACHMENT M  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUBRECIPIENT:** Orange, County of

**AGREEMENT #:** 16EA-OF-12-00-01-022

Any advance payment under this Agreement is subject to s. 216.181 (16)(a)(b), Florida Statutes and Paragraph (18) of this Agreement.

*The Recipient shall invest cash advances in compliance with section 200.449 of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Attachment B, Section C of this Agreement.* Check the applicable box below (check only one).

<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <input type="checkbox"/> <b>NO ADVANCE REQUESTED</b> </div> <p>No advance payment is being requested. Payment will be made solely on a reimbursement basis. No additional information is required.</p>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <input checked="" type="checkbox"/> <b>ADVANCE REQUESTED</b> </div> <p>Advance payment of <u>\$252,096.43</u> 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.</p>
--	--

**ADVANCE REQUEST WORKSHEET**

If an advance is requested, complete the following worksheet by filling in the cells highlighted in yellow.

	DESCRIPTION	(A) FY 2013	(B) FY 2014	(C) FY 2015	(D) Total
1	TOTAL ALLOCATION (Includes any base increases and carryforward dollars)	\$3,836,656.00	\$3,641,522.00	\$3,281,329.00	\$10,759,507.00
2	FIRST TWO MONTHS OF EXPENDITURES	\$263,829.76	\$405,807.55	\$215,542.15	\$885,179.46
3	AVERAGE PERCENT EXPENDED IN FIRST TWO MONTHS (Divide line 2 by line 1)	6.88%	11.14%	6.57%	8.23%

The expenses for the first two months in which expenditures were reported need to be provided for the years you received a LIHEAP agreement. If you do not have this information, call your grant manager and they will assist you.

The Recipient may request an amount up to the historical percent of expenditures for the first 2 months of the agreement OR 17% of the award, whichever is less.

HISTORICAL PERCENT FOR FIRST 2 MONTHS:	Cell D3 8.23%	x	LIHEAP Award \$3,064,275.00	=	Historical Advance \$252,096.43
17 % CALCULATION:	LIHEAP Award \$3,064,275.00	x	Percent of Award 17.00%	=	Maximum Advance \$520,926.75



January 6, 2016

AGENDA ITEM

TO: Mayor Teresa Jacobs  
And  
Board of County Commissioners

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

FROM: Sherry Paramore, Manager *Sherry Paramore*  
Community Action Division

CONTACT: Eddie Brown, Program Manager  
(407) 254-9108

SUBJECT: License agreement with Boys Scouts of America, Troop 219 for East  
Orange Community Center  
**January 26, 2016 Consent Agenda**

Orange County's Family Services Department, through its Community Action Division, operates and manages East Orange Community Center. Boy Scouts of America, Troop 219 is a non-profit organization that requests use of designated space at East Orange Community Center to provide services beneficial to the citizens and general public of Orange County. This license agreement sets out conditions of the use of space and of the community partnership with Community Action Division. The term of the license agreement is one year with two additional one year automatic renewals.

**ACTION REQUESTED: Approval of License Agreement between Orange County, Florida and Boy Scouts of America, Troop 219 regarding the use of Orange County's Community Centers for East Orange Community Center.**

**Attachment**

C: George A. Ralls, M.D., Deputy County Administrator  
Lonnie C. Bell, Jr., Director, Family Services Department  
Wanzo Galloway, County Attorney's Office  
John Petrelli, Risk Management  
Jamilie Clemens, Finance  
Patria Morales, Management & Budget Advisor  
Yolanda Brown, Fiscal Manager

**LICENSE AGREEMENT**  
**Between**  
**ORANGE COUNTY, FLORIDA**  
**And**  
**BOY SCOUTS OF AMERICA, TROOP 219**  
**Regarding the**  
**USE OF ORANGE COUNTY'S COMMUNITY CENTERS**

THIS AGREEMENT is made and entered into this 26<sup>th</sup> day of January, 2016, by and between Orange County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **Boy Scouts of America, Troop 219**, an entity properly organized under the laws of the State of Florida (hereinafter referred to as "Agency").

**RECITALS**

WHEREAS, County is the owner of that certain real property located in Orange County, Florida, called the **East Orange Community Center** located at **12050 E. Colonial Dr., Orlando, FL 32826-4705** listed on Attachment A (herein referred to as "Premises"); and

WHEREAS, Agency seeks a license to enter the Premises to provide its services outlined hereinafter for the use and benefit of the citizens and general public of Orange County; and

WHEREAS, the County agrees to permit Agency on the Premises under the terms and conditions set forth in this Agreement; which may include a referenced attachment and exhibit, and thereby made a part of this Agreement; and

WHEREAS, the Agency's services herein serves a valid public purpose; and

WHEREAS, County and Agency agree that their mutual understanding and cooperation are necessary for the parties to conduct their respective programs, projects, activities and services on the Premises.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

Section 2. Purpose of License. The purpose of the license is for the use of the Premises. The Premises shall be utilized by the Agency under the administrative management and approval of the County's Community Action Division (herein after referred to as "CAD") in accordance with its divisional policies and procedures and only for the lawful purposes outlined herein. The consumption or use of alcoholic beverages is expressly prohibited on the Premises at all times.

Agency shall use a portion of the Premises during the following periods: Mondays 7:00 p.m. to 8:30 p.m. and the 1<sup>st</sup> Tuesday of every month from 7:00 p.m. to 8:30 p.m. Agency may also use common areas such as meetings/conference rooms, etc. with the consent of the Center Manager or his/her designee.

Section 3. Services to be Provided. Agency shall provide the following services during the dates and times herein specified within Attachment A.

Section 4. Value of Services. The value of the services provided by this Agreement shall be on an in-kind basis and there shall be no monetary payment made for services rendered.

#### Section 5. Indemnity, Safety and Insurance

- a. Indemnity: If there are any claims for damages attributed to the negligence, errors or omissions of the AGENCY, their agents or employees while providing the services called for herein, it is understood and agreed the AGENCY shall defend, indemnify and hold harmless the COUNTY from any and all losses, costs, liabilities, damages, and expenses arising out of such claims or litigation asserted as a result hereof. However, the AGENCY shall not be responsible for acts or omissions of the COUNTY, its agents, or employees, or of third parties, which result in bodily injury to persons or property. In the event the AGENCY is a state department or division or a political subdivision of the State of Florida indemnification shall follow the provisions of Section 768.28, Florida Statutes.
- b. Protection of Persons and Property:
  - i. The AGENCY shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this License. The AGENCY shall take all reasonable precautions for the safety and protection of:
    - ♦ All employees and all persons whom the AGENCY suffers to be on the premises and other persons who may be affected thereby;
    - ♦ All property, materials and equipment on the premises under the care, custody or control of the AGENCY; and
    - ♦ Other property at or surrounding the premises including trees, shrubs, lawn, walk, pavement, and roadways.
  - ii. AGENCY agrees that the COUNTY does not guarantee the security of any equipment or personal property brought by the AGENCY, its agents or employees onto the COUNTY property and that the COUNTY shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
  - iii. The AGENCY shall comply with and shall ensure that its contractors comply with , all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes but is not limited to the following:
    - ♦ Occupational Safety & Health Act (OSHA)National
    - ♦ Institute for Occupational Safety & Health
    - ♦ (NIOSH)National Fire Protection Association (NFPA)

The AGENCY must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement.aspx>

- iv. In any emergency affecting the safety of persons or property, the AGENCY will act with reasonable care and discretion to prevent any threatened damage, injury or loss.
- v. The Agency agrees to ensure confidentiality of client information related to any client of the Agency or the County related to this agreement and to limit access to the premises to duly authorized staff or clients receiving specified services. Agency shall maintain space in appropriate condition as to customary wear and cleanliness and return furnishings and equipment to its original order upon vacating premises after each use.
- vi. The Agency will comply with and shall ensure that its contractors comply with County's insurance requirements as set forth in paragraph 6, all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

c. Insurance

- i. The AGENCY agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the COUNTY's review or acceptance of insurance maintained by AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the AGENCY under this Contract.
- ii. The AGENCY shall require and ensure that each of its sub-contractors/consultants providing services hereunder (If any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.
- iii. The AGENCY shall have in force the following insurance coverage, and will provide Certificates of Insurance to the COUNTY prior to commencing operations under this Contract to verify such coverage:
  - 1. Workers' Compensation - The AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident

of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY if services are being provided at COUNTY facilities. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any AGENCY using an employee leasing arrangement shall complete the Leased Employee Affidavit attached herein as Exhibit XX.

2. Commercial General Liability - The AGENCY shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability – The AGENCY shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the AGENCY does not own automobiles the AGENCY shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
4. Commercial Crime or Third Party Fidelity Bond- The commercial crime policy or fidelity bond shall include coverage for employee dishonesty on a blanket basis with limits of not less than the full amount of this agreement as specified in Article II, Section 1 or as amended from time to time. The bond shall be endorsed to cover third-party liability and shall include a third-party beneficiary clause in favor of the COUNTY. The bond shall include a minimum twelve (12) month discovery period when written on a claims-made basis.
5. Professional Liability – Any Organization providing Professional services (i.e., medical, counseling, etc.) shall provide Professional liability coverage with limits of not less than \$1,000,000 per occurrence.

- iv. If the AGENCY is an agency or political subdivision of the State of Florida then without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the AGENCY may self-insure its liability with coverage limits of \$100,000 per person and \$200,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the COUNTY.
- v. When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of AGENCY'S most recent annual report or financial statement. For policies written on a "Claims-Made" basis the AGENCY agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract the AGENCY agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the AGENCY of the obligation to provide replacement coverage.
- vi. The AGENCY agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.
- vii. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
- viii. Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.
- ix. The AGENCY shall provide to the COUNTY current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance the AGENCY shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above (Exhibit XX). For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the AGENCY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the respective Contract number. The certificate holder shall read:



Orange County Board of County Commissioners  
Attention: Linda Carson  
Purchasing and Contracts Division  
400 East South Street  
Orlando, Florida 32801

Section 6. Term and Termination. The initial term of this License shall be for one (1) year commencing from the date of full execution of this Agreement with two (2) additional one (1) year automatic renewals. The maximum term of this Agreement shall be for no more than three consecutive (3) years from the date of full execution of this Agreement. The parties understand and agree that this Agreement is a license to enter upon Premise and confers no rights to occupancy of the Premises by the Agency. The County, in its sole discretion, may terminate this license at any time.

Section 7. Evaluation. Each year during the term of this Agreement, the Organization shall submit monthly reports, twelve (12) in total, documenting the services it has provided on the Premises. Said reports must be provided to CAD's Division Manager or his/her designee, at the Community Center where services are provided. The report must be provided on or before the 5<sup>th</sup> business day of the month that follows each month. SEE ATTACHMENT "B" for the report format.

Section 8. Assignment. This Agreement is intended for the exclusive privilege and benefit of the undersigned; any assignment to another agency, department, entity, or person, is strictly prohibited and shall vest in the non-assigning party the immediate right to terminate, unless provided, in advance, by written instrument executed by both parties.

Section 9. No Third-Party Beneficiary. It is specifically agreed between the County and the Organization that this Agreement is not intended, by any of the provisions of any part of this Agreement, to create or establish in any third party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Agreement. The duties, obligations and responsibility of the County and the Organization with respect to third parties shall remain as imposed by law.

Section 10. Sovereign Immunity. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by any party of its sovereign immunity under Section 768.28, Florida Statutes.

Section 11. Breach of Agreement. The failure of Agency, its employees or contractor(s) to comply with any covenant or condition of this Agreement shall constitute a breach of the Agreement. If the breach of this Agreement is not material and can be readily cured, the County may, in its sole and absolute discretion, give Agency ten (10) calendar days written notice and an opportunity to cure the breach within thirty (30) days before terminating this Agreement. Nothing herein shall be construed to interfere with the County's absolute right to terminate this License Agreement without cause.

Section 12. Compliance with Applicable Laws. The Agency shall observe and comply with all applicable federal, state and local rules, orders, laws and regulations pertaining to the use of the Premises. Nothing in this Agreement shall be construed to relieve Agency of its obligation to comply with all applicable provisions of the Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable.

Section 13. Effective Date. The effective date of this Agreement shall be the date it is executed by the County.

Section 14. Notices. All notices to either party shall be given by certified mail, return receipt requested, or in person with proof of delivery.

Notices to the County shall be submitted to:

Orange County Administrator  
Orange County Administration Building  
201 S. Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

And

Sherry Paramore, Manager  
Orange County Family Services Department  
Community Action Division  
2100 East Michigan Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32806-4914  
[Sherry.Paramore@ocfl.net](mailto:Sherry.Paramore@ocfl.net)

Notices to the Agency shall be submitted to:  
Michael Harney, Troop Committee Chairman  
Boy Scouts of America, Troop 219  
117 Rapsallion Drive  
Orlando, FL 32828-8930  
[Mike.W.Harney@LMCO.com](mailto:Mike.W.Harney@LMCO.com)

Section 14. Entire Agreement. The entire agreement between parties with respect to the subject matter herein is contained in this Agreement. No other agreement, oral or written, regarding the subject matter herein shall be deemed to exist or to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the dates indicated 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

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

**BOY SCOUTS OF AMERICA, TROOP  
219**


By: Michael Harney

\_\_\_\_\_  
Michael Harney  
Printed Name

\_\_\_\_\_  
Troop Committee Chairman  
Title

Date: 11/24/15

NOTARY

Myriam Rivera 11/24/15  


## EXHIBIT XX

### LEASED EMPLOYEE AFFIDAVIT

TERM CONTRACT #Y \_\_\_\_\_

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

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

## **ATTACHMENT "A"**

### **PROGRAM LOCATION**

East Orange Community Center  
12050 E. Colonial Drive  
Orlando, Florida 32826-4705

### **PROGRAM DESCRIPTION**

Boy Scouts of America, Troop 219 will provide structured youth development program which aims to improve social and emotional development through group activities leadership development and field trips.

#### **Days the services will be provided:**

Mondays from 7:00 p.m. to 8:30 p.m. and the 1<sup>st</sup> Tuesdays of every month from 7:00 p.m. to 8:30 p.m. as scheduled with the Community Center Manager.

#### **Services provided:**

Boy Scouts of America, Troop 219 will provide leadership development, field trips and group activities.

#### **Outcomes and Measureable Objectives:**

The Agency will provide data to the County as specified to demonstrate that provision of county space at no cost is justified.

**ATTACHMENT "B"**

**PARTNER REPORT FORM**

Name of Organization: \_\_\_\_\_

Community Center: \_\_\_\_\_

Submitted for the month of: \_\_\_\_\_

Description of services provided	Number of clients served	National Performance Indicator(s) (NPI)	Number of clients achieving outcome (Provide supporting documentation)

Supporting documentation for outcome completion included with the report.      Yes\_\_\_\_      No\_\_\_\_

\_\_\_\_\_  
Name of staff submitting report

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MHBT Inc. 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b> 972-770-1699
	<b>PHONE (A/C, No, Ext):</b> 972-770-1600	
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Old Republic Insurance Co.	24147
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**INSURED** Boy Scouts of America, National Council and All of its affiliates and subsidiaries including:  
Central Florida Council, Boy Scouts of America #83  
1951 South Orange Blossom Trail - Ste. #102  
Apopka, FL 32703

**COVERAGES** **CERTIFICATE NUMBER:** 93157827 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			MWZY303431	3/1/2015	3/1/2016	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

THIS CERTIFICATE IS INTENDED TO BE USED AS PROOF OF INSURANCE ONLY

Unit: Troop 219

Date: Through Policy Year

Event: Unit Meetings / Leadership Council Committee

Contact: Sandra Rivas 407-254-9619

## CERTIFICATE HOLDER

Orange County Board of County Commissioners  
Attn: Linda Carson  
Purchasing and Contact Division  
400 East South Street  
Orlando, FL 32801

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2/2/2015

To whom it may concern;

The Boy Scouts of America has a long standing tradition of partnering with local organizations in order to keep Scouting as local as possible. In this effort, the Scouting program becomes a collaborative partnership to provide the program to the youth, families, and communities we serve. A major tenant of this partnership is the process by which the Boy Scouts of America ensures that Scouting is carried out in a safe manner and abides by national standards. These standards are clearly laid out within the Annual Charter Agreement, which is a yearly contract signed by the local chartering organization and the local council. There are two major focus points within the Annual Charter Agreement which are that the charter organization works to ensure that all registered adults are trained and have current Youth Protection Certification along with following the Guide to Safe Scouting. Sexual abuse and molestation are specifically addressed in both the Youth Protection Certification training and the Guide to Safe Scouting.

It appears that there may be some misunderstanding on how our processes achieve the same desired results as the intended purposes of the statement within the general liability insurance. For specific details and alterations of the general liability insurance certificate, I cannot address those, only the means by which we (the Central Florida Council) partner with local organizations and go about protecting the youth in our organizations.

For specific questions regarding youth protection and the practices there in, as well as any possible alteration or modification to the certificate of general liability insurance please refer to Bill Gosselin. He can be reached by phone at 407-703-0256 or by email at [bill.gosselin@cflscouting.org](mailto:bill.gosselin@cflscouting.org).

Sincerely and respectfully,



Shawn Marler  
Senior District Executive  
Little Econ District  
Central Florida Council  
Boy Scouts of America



Interoffice Memorandum

January 6, 2016

**GENDA ITEM**

TO: Mayor Teresa Jacobs  
And  
Board of County Commissioners

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

FROM: Sherry Paramore, Manager  
Community Action Division *Sherry Paramore*

CONTACT: Sherry Paramore, Manager  
(407) 836-7505

SUBJECT: Chase Settlement Award between the Office of the Attorney General and  
Orange County, Florida  
January 26, 2016 Consent Agenda/All Districts

The Community Action Division has been approved to receive a Chase Settlement Award in the amount of \$80,877.52. This settlement is between JP Morgan Chase and the State of Florida Attorney General's office to resolve JP Morgan Chase's illegal debt collection practices. This settlement generated funds to all Community Action agencies in the State of Florida. Funds will be used to provide comprehensive financial literacy training to Orange County citizens.

Services will be provided by partners such as Jobs Partnership, Adult Literacy League and Edumatics.

**ACTION REQUESTED: Authorization to accept the Chase Settlement Award between the Office of the Attorney General and Orange County, Florida for \$80,877.52.**

Attachment

C: George A. Ralls, M.D., Deputy County Administrator  
Lonnie C. Bell, Jr., Director, Family Services Department  
Wanzo Galloway, County Attorney's Office  
John Petrelli, Manager, Risk Management  
Jamilie Clemens, Grants Supervisor  
Patria Morales, Grant Coordinator  
Yolanda Brown, Fiscal Manager

## GRANT AWARD AGREEMENT

December 2015

Grantor: Office of the Attorney General

Grantee: Orange County Health and Family Services Department Community Action Division

Contact: Sherry P. Paramore, Division Manager

Employer ID #59-630773

Grant award amount: \$80,877.52

Area to be served by this grant award is described in Attachment A, Part 1.

Details of services and activities to be provided by this grant award are described in Attachment A, Part 2.

You acknowledge that a Chase Settlement Grant of \$80,877.52 was approved for the purposes described in your grant proposal.

It is important to remember that the grant award cannot be used for any other purpose, including your office space purchases or rentals, your building renovations, your consultants, and your professional organization dues or severance payments. If, for any reason, you feel you will be unable to fulfill any part of your grant proposal or comply with this Grant Award Agreement, you must notify the Office of the Attorney General in writing.

Any grant award funds not used for the purposes of your grant proposal will be returned to Office of the Attorney General. The Office of the Attorney General may audit your records pertaining to the grant award. If the Office of the Attorney General determines you are not meeting the grant's goals, it may demand the return of some or all of the grant award.

If your organization changes its legal status while it is using the grant award, you will immediately submit written notification to the Office of the Attorney General.

You will also submit quarterly progress reports to the Office of the Attorney General by the 15th day of every third month of the grant. For example: First Quarter Report - April 15, 2016; Second Quarter Report - July 15, 2016; Third Quarter Report - October 15, 2016; and Fourth Quarter Report - January 15, 2017.

ACCEPTED AND AGREED:

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

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

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

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

Return to:

Tallahassee, FL 32399-1050

Laura K. Daugherty

Economist Supervisor

Office of the Attorney General

Antitrust Division

PL-01; The Capitol

Tallahassee, FL 32399-1050

Interoffice Memorandum



AGENDA ITEM

December 30, 2015

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

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

*Lonnie C. Bell Jr.*

FROM: *for* Sonya L. Hill, Manager  
Family Services Department  
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 1/26/16 Consent Agenda/District 5

The Head Start Division requests Board approval for a renewal license application between Florida Department of Children and Families and Orange County. The license will allow the Head Start Program to provide comprehensive early childhood development for preschool children and support to their families at Bithlo Head Start. The effective date of this license is from March 25, 2016 through March 25, 2017. The license fee of \$60 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 Bithlo 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 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:  Bithlo Head Start						Telephone Number (including area code): (407) 254-1928 Alternate Telephone Number: ( )	
Street Address of Facility (physical address): 18501 Washington Avenue				City: Orlando		County: Orange	
Mailing Address of Facility, if different (include city and zip code): 2100 E. Michigan Street				Orlando		32806	
E-Mail Address: Ebtehal.Kandil@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) 568-3620	
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: 60
Days and Hours of Operation – please check AM or PM as applicable:							
Monday		Tuesday		Wednesday		Thursday	
<input type="checkbox"/> 24 hour care <input checked="" type="checkbox"/> AM		<input type="checkbox"/> 24 hour care <input checked="" type="checkbox"/> AM		<input type="checkbox"/> 24 hour care <input checked="" type="checkbox"/> AM		<input type="checkbox"/> 24 hour care <input checked="" type="checkbox"/> AM	
Opening Time: 7:30 <input type="checkbox"/> PM		7:30 <input type="checkbox"/> PM		7:30 <input type="checkbox"/> PM		7:30 <input type="checkbox"/> PM	
Closing Time: 5:30 <input type="checkbox"/> AM		5:30 <input type="checkbox"/> AM		5:30 <input type="checkbox"/> AM		5:30 <input type="checkbox"/> AM	
5:30 <input checked="" type="checkbox"/> PM		5:30 <input checked="" type="checkbox"/> PM		5:30 <input checked="" type="checkbox"/> PM		5:30 <input checked="" type="checkbox"/> PM	
Friday		Saturday		Sunday			
<input type="checkbox"/> 24 hour care <input type="checkbox"/> AM		<input type="checkbox"/> 24 hour care <input type="checkbox"/> AM		<input type="checkbox"/> 24 hour care <input type="checkbox"/> AM			
Opening Time: 7:30 <input type="checkbox"/> PM		7:30 <input type="checkbox"/> PM		7:30 <input type="checkbox"/> PM			
Closing Time: 5:30 <input type="checkbox"/> AM		5:30 <input type="checkbox"/> AM		5:30 <input type="checkbox"/> AM			
5:30 <input type="checkbox"/> PM		5:30 <input type="checkbox"/> PM		5:30 <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: (Check Only One)	
Full Day <input checked="" type="checkbox"/>		Half Day <input type="checkbox"/>		Drop-In <input type="checkbox"/>		<input checked="" type="checkbox"/> Child Care Facility	
Night Care <input type="checkbox"/>		Before School <input type="checkbox"/>		After School <input type="checkbox"/>		OR	
Weekend <input type="checkbox"/>		Infant Care (0-1) <input type="checkbox"/>		Food Served: <input checked="" type="checkbox"/>		<input type="checkbox"/> School-Age Child Care Program	
Transportation <input type="checkbox"/>							

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? FL Child Care Facility  
Certificate of License No.C09OR200, Bithlo 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 Bithlo 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 ( <a href="http://offender.fde.state.fl.us">http://offender.fde.state.fl.us</a> )	Date of Search	Conducted by Signature/Initials	Exact Address Match <input type="checkbox"/> Yes <input type="checkbox"/> No	



Interoffice Memorandum



AGENDA ITEM

December 22, 2015

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

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

A handwritten signature in black ink, appearing to read "Lonnie C. Bell Jr.", written over the typed name.

FROM:  Sonya L. Hill, Manager  
Head Start Division

A handwritten signature in black ink, appearing to read "Sonya Hill", written over the typed name.

Contact: Khadija Pirzadeh, (407) 836-8912  
Sonya Hill, (407) 836-7409

SUBJECT: Filing of Head Start Policy Council Program Information and Updates  
for the Official County Record  
**CONSENT AGENDA ITEM January 26, 2016**

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

Head Start Policy Council Program Information and Updates  
Head Start Policy Council Meeting Minutes

December 2015  
November 19, 2015

**ACTION REQUESTED: Receipt and filing of Head Start Policy Council Program Information and Updates December 2015 and Head Start Policy Council Meeting Minutes November 19, 2015 for the official county record.**

SH/kp

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



Lonnie C. Bell  
Director, Family Services

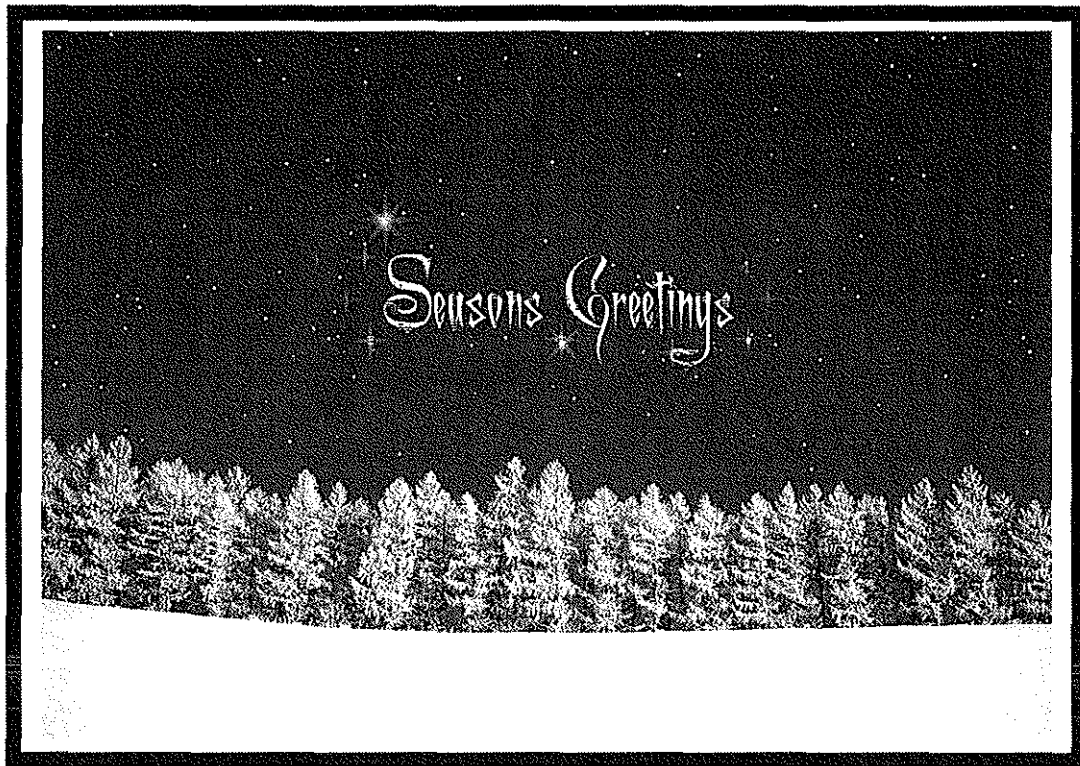
Orange County Government

# HEAD START POLICY COUNCIL

## PROGRAM INFORMATION & UPDATES



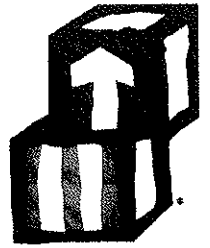
Sonya L. Hill  
Head Start Division Manager



DECEMBER 2015



**Orange County  
Family Services Department  
Head Start Division**



# **POLICY COUNCIL MONTHLY MEETING**

**Who: Policy Council Members**

**Date: THURSDAY- December 17, 2015**

**Time: 6:30 PM**

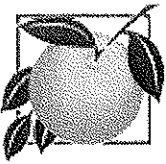
**Location: Great Oaks Village Dining Hall  
1768 E. Michigan Street  
Orlando, FL 32806**

## **C h i l d C a r e P r o v i d e d**

(snacks provided for the children)

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

**SEE YOU THERE!!!!**



# AGENDA

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

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December 17, 2015

MEETING STARTS AT 6:30 p.m.

1. Call to Order – Chairperson
2. Roll Call – Secretary
3. Adoption of Agenda
4. Secretary Report
  - a. Review of Minutes
5. Service Area Reports
6. Human Resources Report
7. Budget Report
8. Head Start Division Manager's Report – Sonya Hill, Head Start Division Manager
9. Commissioner/Commissioner's Liaison Report- Commissioner V. Siplin
10. Status of Board of County Commissioners Vote- Helen Hill
  - Approval of Head Start requests for filing of the monthly packets, program information update and meeting minutes for the official county record:
    - a. Head Start Policy Council Program Information and Updates October 2015
    - b. Head Start Policy Council Meeting Minutes September 17, 2015
11. Old Business
  - a. Fatherhood Breakfast
  - b. Update on STEM Robot
12. New Business
  - a. Committee Appointments
  - b. OCHS Women's Forum: Pampered & Empowered (How to love and take care of you)
  - c. Review of NAEYC Conference
  - d. Review of NHSA Parent Training Conference
  - e. Healthcare Institute Training
  - f. Average Daily Attendance
13. Public Comment
14. Adjourn

# Head Start Policy Council

## Human Resources Committee

### November Actions

#### I. New Hires –

Job Title	Employee's Name (Documented after Policy Council Vote)	Date of Hire
N/A	N/A	N/A

#### II. Pending Approval

Job Title	Employee's Name
1. Teacher Assistant	Marlene Rivera Burgos
2. Teacher Aide	Toneca Harris
3. Assistant Nutrition Coordinator	Kerry Ann Smith
4. Teacher Aide	Soleda Anderson
5. Teacher Assistant	Lourdes Vazquez
6. Center Supervisor	Tiffany Price Brown
7. Teacher Assistant	Cassandra McCrae
8. Teacher Assistant	James Newton
9. Teacher Assistant	Shardae Robinson
10. On Call Substitute	Phyliss Jordan
11. Teacher assistant	Porshea Dennis
12. Teacher Assistant	Noemi Solivan
13. On Call substitute	Tierra Rawls
14. Teacher Aide	Cristal Liriano
15. Teacher Aide	Saul Cruz
16. On Call Substitute	Jose Torres
17. Community Service Worker	Tiffany Jones
18. Community Service Worker	Syreeta Brown
19. Casual Community Service Worker	Yanetsy Garay
20. Casual Community Service Worker	Latisha Douglas

### III. Separation from employment –

<b>Job Title</b>	<b>Reason</b>	<b>Employee's Name</b> <i>(Documented after Policy Council Vote)</i>
Teacher	Other Personal Reasons	Zuleima Sanchez Morales
Teacher Assistant	Other Personal Reasons	Kateena Welch

### IV. Promotions/Internal Transfers –

<b>Transfer From:</b>	<b>Transfer To:</b>	<b>Employee's Name</b> <i>(Documented after Policy Council Vote)</i>
Assistant Nutrition Coordinator	Sr Coordinator	Daisy Flores

### V. Current Head Start Openings – As of 12/04/15

<b>Job Title</b>	<b>Number of Positions</b>
Teacher Assistant	21
Teacher	3
Center Supervisor	2
Sr. Community Services Worker	1
Community Services Worker	2
Licensed Practical Nurse	1
Maintenance Technician	1

**Orange County Family Services Department  
Budget Summary: Month of November's 2015 for Head Start**

																	%
UNIT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	BUDGET USED YTD
Head Start Administration	1,219,952	59,458	76,555	71,479	67,671	68,085	77,562	219,073	74,106	84,275	83,178	80,253	163,270	-	1,124,966	94,986	92%
Head Start Services	11,674,598	759,008	869,336	904,821	782,665	755,368	922,194	1,345,880	884,870	878,073	592,408	754,140	1,604,257	-	11,053,020	621,578	95%
Head Start Training	122,891	1,883	-	2,333	17,975	425	17,771	9,170	5,230	21,673	6,396	(3)	40,038	-	122,891	0	100%
Head Start Disabilities	393,905	18,269	23,597	28,048	27,537	33,923	34,019	45,725	24,615	21,471	29,527	28,775	44,829	-	360,336	33,569	91%
USDA Administration	169,521	7,621	8,415	8,285	8,501	8,313	9,547	19,410	8,686	6,692	107	4,301	9,436	-	99,314	70,207	59%
USDA Services	1,559,739	17,946	20,084	171,484	120,142	110,278	143,856	176,207	112,309	36,141	127,844	120,275	175,108	-	1,331,673	228,066	85%
Voluntary Pre-Kindergarten	1,139,778	2,331	2,524	2,972	89,743	174,497	98,200	15,778	39,051	158,574	218,886	70,103	116,636	-	989,296	150,482	87%
Grand Total	16,280,384	866,517	1,000,511	1,189,422	1,114,234	1,150,889	1,303,150	1,831,242	1,148,867	1,206,899	1,058,346	1,057,845	2,153,574	-	15,081,495	1,198,889	93%
MONTHS	PERCENT																
October	8%																
November	17%																
December	25%																
January	33%																
February	42%																
March	50%																
April	58%																
May	67%																
June	75%																
July	83%																
August	92%																
September	100%																
* All Encumbered Amount will be reflected in the Balance column and not in the Expended Year To Date column until expended.																	

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7005 ,Dept: 062 , HEAD START , Unit: 7521 , ADMIN/HEAD START**  
**FY 2014-2015 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	6FA REGULAR SALARIES and WAGES	753,168.00	44,904.32	50,547.20	50,547.20	51,046.40	51,046.40	51,046.40	80,907.20	55,384.00	55,454.00	58,999.63	56,193.33	98,278.37	.00	704,354.45	48,813.55	94%
	1140	6FA OVERTIME	7,000.00	330.54	178.80	60.89	81.99	.00	92.14	350.79	247.33	464.54	1,084.43	351.57	1,408.07	.00	4,851.09	2,348.91	68%
	2110	6FA FICA TAXES	59,882.00	3,284.55	3,685.32	3,676.20	3,677.99	3,671.64	3,678.65	5,826.17	3,982.41	4,004.43	4,315.81	4,053.21	7,159.68	.00	51,016.96	8,865.04	85%
	2120	6FA RETIREMENT CONTRIBUTION	57,174.00	3,431.64	3,894.18	3,839.83	3,878.16	3,872.12	3,878.92	6,153.71	4,210.05	4,231.20	4,492.74	4,231.06	7,444.96	.00	53,558.45	3,615.55	94%
	2130	6FA LIFE and HEALTH INSURANCE	133,000.00	7,507.26	8,343.14	8,343.14	8,308.08	8,308.08	8,308.08	13,536.84	9,382.80	9,382.80	9,851.34	9,851.34	16,254.71	.00	117,377.61	15,622.39	88%
	2131	6FA HSA/FSA CONTRIBUTION	3,400.00	.00	.00	.00	.00	.00	.00	3,000.00	200.00	.00	.00	.00	.00	.00	3,200.00	200.00	94%
	2200	6FA PAYMENTS TO OPEB TRUST	9,098.00	.00	.00	.00	.00	.00	7,383.00	.00	.00	.00	.00	.00	.00	.00	7,383.00	1,715.00	81%
OBJECT CATEGORY 1			1,022,722.00	59,458.21	66,648.64	66,467.26	66,992.52	66,898.24	74,387.19	109,774.71	73,408.57	73,536.97	78,744.95	74,680.51	130,545.79	.00	941,541.56	81,180.44	92%
2	3125	6FB INDIRECT COSTS	106,329.00	.00	.00	.00	.00	.00	.00	106,329.00	.00	.00	.00	.00	.00	.00	106,329.00	.00	100%
	3410	6FC LOCAL TRAVEL	4,000.00	.00	.00	.00	835.80	221.76	162.07	610.52	.00	195.05	338.24	388.02	1,158.67	.00	3,910.13	89.87	98%
	3420	6FC OUT OF COUNTY TRAVEL	1,100.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	747.65	.00	747.65	352.35	68%
	3510	6FC POSTAGE and MESSENGER SVCS	1,500.00	.00	.00	.00	.00	.00	50.42	.00	10.97	.00	6.91	6.31	30.38	.00	104.99	1,395.01	7%
	3530	6FC TOLL CHARGES	150.00	.00	.00	.00	.00	.00	.00	9.49	.00	.00	.00	5.73	26.69	.00	41.91	108.09	28%
	3610	6FC RENTAL OF EQUIPMENT	4,600.00	.00	434.42	.00	217.21	217.21	217.21	217.21	.00	237.23	237.23	237.23	474.46	.00	2,489.41	2,110.59	54%
	3720	6FC COMMUNICATIONS	3,000.00	.00	.00	166.00	83.00	83.17	83.17	64.04	65.18	369.70	358.90	381.33	768.07	.00	2,422.54	577.46	81%
	3820	6FC MAINTENANCE OF EQUIPMENT	5,567.00	.00	542.18	.00	477.79	479.42	416.24	320.54	.00	.00	575.04	290.90	1,404.01	.00	4,503.22	1,063.78	81%
	3823	6FC MAINTENANCE OF COMPUTER EQUIPMENT	2,650.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,620.00	.00	2,620.00	30.00	99%
	3910	6FC GRAPHIC REPROD SVCS	1,400.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	590.00	.00	590.00	810.00	42%
	4010	6FC DUES and MEMBERSHIPS	10,975.00	.00	7,680.00	450.00	.00	.00	.00	.00	.00	.00	.00	2,500.00	.00	.00	10,630.00	345.00	97%
	4030	6FC TRAINING AND EDUCATIONAL COST	1,800.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	569.00	.00	569.00	831.00	54%
	4110	6FC OFFICE SUPPLIES (NOT INCLUDING PRINTING)	9,700.00	.00	.00	630.46	474.80	68.23	648.09	715.59	233.74	.00	1,695.52	1,285.73	2,528.20	.00	8,280.36	1,419.64	85%
	4115	6FC MISCELLANEOUS OPERATING SUPPLIES	578.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	41.54	.00	.00	41.54	536.46	7%
	4120	6FC SOFTWARE < \$1000	1,836.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	573.31	.00	573.31	1,262.69	31%
	4121	6FC COMPUTER EQUIPMENT LESS THAN \$500	2,500.00	.00	.00	109.97	317.74	119.99	272.32	.00	.00	.00	.00	.00	289.00	.00	1,109.01	1,390.99	44%
	4123	6FC EQUIPMENT LESS THAN \$1000	7,500.00	.00	.00	2,279.92	771.98	.00	1,175.27	861.94	389.49	.00	1,166.60	104.97	571.93	.00	7,442.10	57.90	99%
	4412	6FC PROMOTIONAL EXPENSES	700.00	.00	.00	.00	.00	.00	150.00	.00	.00	.00	.00	.00	.00	.00	150.00	550.00	21%
	4418	6FC EDUCATIONAL ASSISTANCE PROGRAM	2,500.00	.00	1,250.00	1,250.00	-2,500.00	.00	.00	.00	.00	.00	.00	.00	2,500.00	.00	2,500.00	.00	100%
	4422	6FC SCHOLARSHIPS, AWARDS, BENE F	859.00	.00	.00	125.00	.00	.00	.00	150.00	.00	.00	55.00	330.80	.00	.00	660.80	198.20	77%
	4482	6FN SELF INS-PROP CASUALTY	9,936.00	.00	.00	.00	.00	.00	.00	.00	.00	9,936.00	.00	.00	.00	.00	9,936.00	.00	100%
	6438	6FD COMPUTER EQUIPMENT > \$500	18,050.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	17,373.30	.00	17,373.30	676.70	96%
OBJECT CATEGORY 2			197,230.00	.00	9,906.60	5,011.35	678.32	1,186.77	3,174.79	109,298.43	699.36	10,737.98	4,433.44	5,572.56	32,724.67	.00	183,424.27	13,805.73	93%
*TOTAL UNIT_CD 7521			1,219,952.00	59,468.21	76,555.24	71,478.61	67,670.84	68,085.01	77,561.98	219,073.14	74,105.93	84,274.95	83,178.39	80,253.07	163,270.46	.00	1,124,965.83	94,986.17	92%



**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7005 ,Dept: 062 , HEAD START , Unit: 7522 , SERVICES/HEAD START**  
**FY 2014-2015 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	6FE REGULAR SALARIES and WAGES	6,977,192.00	524,130.34	590,518.08	592,238.58	516,819.77	475,005.99	533,707.40	878,945.52	569,760.17	412,393.20	303,138.39	407,527.14	783,812.89	.00	6,587,997.47	389,204.53	94%
	1130	6FE OTHER SALARIES and WAGES	80,000.00	2,872.90	4,190.81	5,018.05	3,809.59	6,611.57	8,866.68	8,333.15	5,898.39	4,319.50	7,749.24	5,408.39	11,345.56	.00	72,443.93	7,556.17	91%
	1140	6FE OVERTIME	26,000.00	1,853.90	274.87	121.38	116.83	1,340.31	1,400.25	1,424.76	3,575.97	1,691.66	3,059.52	1,785.63	6,191.54	.00	23,036.62	2,963.38	89%
	2110	6FE FICA TAXES	502,707.00	38,330.10	43,162.36	43,361.53	37,732.29	35,135.75	39,355.01	64,466.67	42,101.21	30,143.46	22,222.93	29,841.26	58,201.40	.00	483,854.97	18,852.03	96%
	2120	6FE RETIREMENT CONTRIBUTION	502,235.00	39,496.00	44,275.07	44,491.70	38,805.02	35,660.98	40,137.24	66,078.28	42,976.96	30,809.43	22,662.23	30,131.68	58,571.95	.00	494,096.54	8,138.46	98%
	2130	6FE LIFE and HEALTH INSURANCE	1,804,534.00	129,582.40	143,609.62	144,938.02	128,520.11	114,757.80	128,713.67	215,994.56	137,017.42	117,190.77	116,215.62	135,713.47	187,660.87	.00	1,699,934.43	104,599.57	94%
	2131	6FE HSA/FSA CONTRIBUTION	38,340.00	.00	.00	.00	.00	.00	.00	35,600.00	1,400.00	600.00	.00	.00	.00	.00	37,600.00	740.00	98%
	2150	6FE UNEMPLOYMENT COMPENSATION	100.00	.00	.00	.00	.00	-1,164.79	-1,164.79	.00	.00	.00	889.79	.00	-2,475.00	.00	-3,914.79	4,014.79	-3915%
	2200	6FE PAYMENTS TO OPEB TRUST	124,695.00	.00	.00	.00	.00	.00	124,038.00	.00	.00	.00	.00	.00	.00	.00	124,038.00	657.00	99%
OBJECT CATEGORY 1			10,055,803.00	736,265.64	826,030.81	830,169.26	725,803.61	667,347.71	873,074.46	1,270,842.94	802,730.12	597,338.02	475,937.72	610,207.57	1,103,329.21	.00	9,519,077.07	536,725.93	95%
2	3110	6FF RESEARCH and STUDIES	7,000.00	.00	.00	.00	.00	.00	6,026.59	.00	.00	.00	317.19	.00	.00	.00	6,343.78	656.22	91%
	3167	6FF PAYMENTS TO OTHER GOVERNMENTAL AGENCIES	10,200.00	100.00	.00	514.50	1,302.72	864.02	510.75	927.32	471.50	409.50	91.00	.00	3,707.27	.00	8,898.58	1,301.42	87%
	3170	6FF JANITORIAL SVC and SUPPLY	11,300.00	1,233.78	616.89	616.89	1,454.15	616.89	1,978.85	974.86	357.97	357.97	974.86	974.86	1,073.91	.00	11,231.88	68.12	99%
	3185	6FF CONTRACT SVC-TRAINING	7,200.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,590.66	4,409.00	.00	5,990.66	1,209.34	83%
	3192	6FF SOFTWARE LICENSING SUPPORT FEE	42,225.00	.00	.00	16,897.84	.00	.00	.00	26.00	.00	.00	23,568.00	.00	1,613.09	.00	42,104.93	120.07	100%
	3195	6FF CONTRACT SERVICES MEDICAL CONTRACTUAL SERVICES NOT OTHERWISE SPECIFIED	6,500.00	.00	.00	.00	114.45	.00	.00	.00	.00	.00	.00	.00	.00	.00	114.45	6,385.55	2%
	3197	6FF OTHER INSURANCE and BONDS	45,500.00	.00	4,070.00	6,297.50	4,085.00	.00	705.00	915.00	2,643.00	2,235.00	3,783.75	1,770.00	10,469.00	.00	36,973.25	8,526.75	81%
	3360	6FF LOCAL TRAVEL	9,000.00	.00	8,602.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	8,602.00	398.00	96%
	3410	6FF OUT OF COUNTY TRAVEL	20,075.00	.00	.00	.00	3,856.35	1,541.52	1,893.54	3,682.40	80.73	1,384.70	1,283.92	1,246.96	4,129.31	.00	19,098.43	976.57	95%
	3420	6FF MOVING EXPENSE-CO ASSETS	2,250.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,509.34	265.41	.00	1,774.75	475.25	79%
	3520	6FF TOLL CHARGES	7,500.00	.00	.00	.00	426.00	.00	.00	.00	2,700.00	.00	.00	.00	3,880.40	.00	7,006.40	493.60	93%
	3530	6FF RENTAL OF EQUIPMENT LEASES	3,650.00	.00	107.86	100.55	324.40	232.54	255.88	347.77	178.50	252.75	271.55	129.71	580.35	.00	2,781.86	868.14	76%
	3610	6FF BUILDINGS/STRUCTURES	54,922.00	.00	5,851.27	238.28	4,412.61	7,289.17	2,208.78	7,122.97	4,051.96	237.23	7,110.83	237.23	11,227.47	.00	49,987.80	4,934.20	91%
	3620	6FF UTILITIES	176,000.00	11,392.90	10,525.45	7,098.45	7,268.45	44,235.95	9,118.45	11,216.45	41,278.42	6,711.92	9,118.45	8,232.45	5,968.00	.00	172,155.34	3,844.66	98%
	3710	6FF COMMUNICATIONS	48,745.00	4,878.74	3,562.86	3,645.95	4,629.98	5,028.13	3,413.78	3,708.02	3,299.92	2,835.59	4,695.06	3,075.55	4,382.95	.00	47,157.33	1,587.67	97%
	3720	6FF MAINTENANCE OF BUILDINGS, IMPROVEMENTS, AND GROUNDS	59,875.00	119.95	4,638.33	7,742.28	10,223.69	6,614.13	2,959.89	10,676.18	851.75	6,069.73	-3,062.05	4,708.04	7,758.64	.00	59,305.56	569.44	99%
	3810	6FF MAINTENANCE OF EQUIPMENT	65,500.00	3,777.10	1,886.55	1,888.55	6,606.08	12,226.60	4,704.33	3,790.21	2,239.82	5,585.00	4,424.91	1,888.55	15,284.05	.00	64,303.73	1,196.27	98%
	3820	6FF MAINTENANCE OF COMPUTER EQUIPMENT	27,264.00	.00	2,242.48	230.03	2,709.50	1,356.38	1,170.64	3,224.34	827.84	.00	2,969.39	827.25	7,327.04	.00	22,874.90	4,389.10	84%
	3823	6FF INTERNAL FLEET MANAGEMENT CHARGES	9,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	9,125.00	.00	9,125.00	375.00	96%
	3825	6FN GRAPHIC REPROD SVCS	18,500.00	.00	.00	436.88	.00	887.63	734.68	307.03	.00	3,278.45	2,018.61	.00	9,848.79	.00	17,512.07	987.93	95%
	3910	6FF BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	2,000.00	.00	.00	.00	623.00	.00	.00	.00	.00	.00	.00	.00	782.00	.00	1,405.00	595.00	70%
	4020	6FF TRAINING AND EDUCATIONAL COST	3,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	900.00	1,900.00	.00	2,800.00	200.00	93%
	4030	6FF LICENSE AND CERTIFICATION FEES	750.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	645.00	.00	.00	645.00	105.00	85%
	4040	6FF OFFICE SUPPLIES (NOT INCLUDING PRINTING)	700.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	425.00	.00	425.00	275.00	61%
	4110	6FF MISCELLANEOUS OPERATING SUPPLIES	32,000.00	.00	.00	4,346.22	4,204.87	719.08	102.00	1,463.03	914.42	.00	4,240.51	3,318.38	11,334.91	.00	30,645.42	1,354.58	95%
	4115	6FF	69,280.00	.00	.00	1,436.33	676.16	112.95	976.98	2,127.88	219.78	.00	4,603.28	405.84	57,927.49	.00	68,486.69	793.31	99%

4116	6FF	EVENT/MEAL REIMBURSEMENTS	5,000.00	.00	.00	482.87	36.00	24.96	790.99	784.79	1,537.45	.00	275.16	244.89	658.12	.00	4,835.23	164.77	97%
4120	6FF	SOFTWARE < \$1000	2,560.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,576.90	.00	1,576.90	983.10	62%
		COMPUTER EQUIPMENT LESS																	
4121	6FF	THAN \$500	34,365.00	.00	.00	.00	.00	.00	.00	571.52	39.96	.00	209.15	.00	32,545.01	.00	33,365.64	999.36	97%
4123	6FF	EQUIPMENT LESS THAN \$1000	80,000.00	.00	.00	1,052.80	428.20	.00	853.07	3,807.79	5,654.66	5,791.44	5,704.62	8,362.18	47,748.66	.00	78,333.62	1,606.38	98%
4135	6FF	FOODandDIETARY	346,105.00	.00	.00	16,350.01	10,402.13	4,595.35	10,537.67	15,650.65	11,495.89	1,940.10	34,889.23	103,953.01	130,257.44	.00	340,051.48	5,053.52	98%
4143	6FF	MEDandSURG SUPPLIES	4,500.00	.00	.00	.00	.00	.00	271.47	.00	-3.77	.00	.00	.00	3,160.27	.00	3,427.97	1,072.03	76%
		CLOTHING AND WEARING																	
4175	6FF	IAPPAREL	100.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	100.00	0%
4195	6FF	IMISC SUPPLIES OR EXPENSES	1,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,000.00	0%
4412	6FF	PROMOTIONAL EXPENSES	1,500.00	.00	.00	.00	.00	.00	.00	1,312.49	.00	.00	.00	.00	.00	.00	1,312.49	187.51	87%
		EDUCATIONAL ASSISTANCE																	
4416	6FF	PROGRAM	11,000.00	1,250.00	1,200.00	5,074.00	-7,524.00	1,674.66	-1,674.66	1,250.00	965.00	1,637.43	1,250.00	1,535.00	4,280.00	.00	10,917.43	82.57	99%
		IMPROVEMTS TO NON-COUNTY																	
4440	6FF	ASSETS	23,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	23,000.00	0%
4450	6FF	PARENT ACTIVITY FUND	6,716.00	.00	.00	.00	.00	.00	449.55	77.65	2,121.93	.00	3,659.38	.00	200.00	.00	6,508.48	207.51	97%
4452	6FF	FIELD TRIPS-HEAD START	9,360.00	.00	.00	200.00	602.41	.00	1,125.00	1,072.50	213.00	.00	3,082.00	398.00	825.00	.00	7,517.91	1,842.09	80%
4482	6FN	SELF INS PROP CASUALTY	242,018.00	.00	.00	.00	.00	.00	.00	.00	.00	242,018.00	.00	.00	.00	.00	242,018.00	.00	100%
6410	6FG	EQUIPMENT	5,460.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,229.95	.00	1,229.95	4,230.05	23%
6438	6FG	COMPUTER EQUIPMENT > \$500	105,675.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	105,038.10	.00	105,038.10	636.90	99%
OBJECT CATEGORY 2			1,618,795.00	22,742.47	43,305.49	74,651.93	56,861.13	88,020.17	49,120.03	75,036.85	82,139.73	280,734.81	116,469.78	143,932.90	500,927.73	.00	1,533,943.02	84,851.98	95%
*TOTAL UNIT_CD 7522			11,674,598.00	759,008.11	869,336.30	904,821.19	782,564.74	755,367.88	922,194.49	1,345,879.79	884,869.85	878,072.83	592,407.59	754,140.47	1,694,256.94	.00	11,053,020.09	521,577.91	95%

ORANGE COUNTY FAMILY SERVICES DEPARTMENT  
Fund: 7005 ,Dept: 062 , HEAD START , Unit: 7525 , TRAINING/HEAD START  
FY 2014-2015 MONTHLY NOVEMBER'S EXPENDITURE REPORT

OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
2 3185	6FH	CONTRACT SVC-TRAINING	50,349.00	.00	.00	.00	4,957.45	.00	1,500.00	4,950.00	.00	8,500.00	.00	.00	30,425.00	.00	50,332.45	16.55	100%
		CONTRACTUAL SERVICES NOT OTHERWISE SPECIFIED	3,705.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	3,700.00	.00	3,700.00	5.00	100%
3420	6FH	OUT OF COUNTY TRAVEL	13,623.00	1,118.49	.00	25.60	744.00	.00	4,849.14	1,076.66	2,204.96	-102.29	3,671.23	-3.29	19.00	.00	13,603.50	19.50	100%
3610	6FH	RENTAL OF EQUIPMENT	5,795.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	5,786.40	.00	5,786.40	8.60	100%
		LEASES																	
3620	6FH	BUILDINGS/STRUCTURES	7,070.00	.00	.00	.00	.00	.00	970.00	.00	.00	6,090.00	.00	.00	.00	.00	7,060.00	10.00	100%
3910	6FH	GRAPHIC REPROD SVCS	5.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	5.00	0%
4020	6FH	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	630.00	.00	.00	175.80	419.44	.00	25.00	.00	.00	.00	.00	.00	.00	.00	621.24	8.76	99%
		TRAINING AND EDUCATIONAL																	
4030	6FH	COST	20,083.00	765.00	.00	1,999.00	.00	.00	4,223.00	3,143.42	2,250.00	4,970.00	2,725.00	.00	.00	.00	20,075.42	7.58	100%
		LICENSE AND CERTIFICATION																	
4040	6FH	FEES	1,055.00	.00	.00	-75.00	.00	425.00	.00	.00	775.00	.00	.00	.00	-75.00	.00	1,050.00	5.00	100%
		OFFICE SUPPLIES (NOT INCLUDING PRINTING)																	
4110	6FH	MISCELLANEOUS OPERATING	305.00	.00	.00	207.43	.00	.00	93.10	.00	.00	.00	.00	.00	107.33	.00	407.86	-101.86	133%
		SUPPLIES																	
4115	6FH	EVENT/MEAL	80.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	75.00	.00	75.00	5.00	94%
		REIMBURSEMENTS																	
4116	6FH	EDUCATIONAL ASSISTANCE	5.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	5.00	0%
		PROGRAM																	
4418	6FH	COMPUTER EQUIPMENT > \$500	19,500.00	.00	.00	.00	11,853.86	.00	5,424.86	.00	.00	2,215.00	.00	.00	.00	.00	19,493.72	6.28	100%
6438	6FH	COMPUTER EQUIPMENT > \$500	685.00	.00	.00	.00	.00	.00	685.00	.00	.00	.00	.00	.00	.00	.00	685.00	.00	100%
OBJECT CATEGORY 2			122,891.00	1,883.49	.00	2,332.83	17,974.75	425.00	17,771.10	9,170.08	5,229.96	21,672.71	6,396.23	-3.29	40,037.73	.00	122,890.59	.41	100%
TOTAL UNIT_CD 7525			122,891.00	1,883.49	.00	2,332.83	17,974.75	425.00	17,771.10	9,170.08	5,229.96	21,672.71	6,396.23	-3.29	40,037.73	.00	122,890.59	.41	100%

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7005 ,Dept: 062 , HEAD START , Unit: 7526 , DISABILTY/HEAD START**  
**FY 2014-2015 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1 1120	6FI	REGULAR SALARIES and WAGES	194,778.00	13,706.75	15,386.81	15,178.80	14,520.54	15,435.20	15,435.20	22,046.95	12,713.12	13,326.10	15,435.20	15,435.20	25,468.08	.00	194,087.85	690.05	100%
1140	6FI	OVERTIME	325.00	.00	.00	.00	.00	.00	.00	.00	.00	310.02	.00	.00	.00	.00	310.02	14.98	95%
2110	6FI	FICA TAXES	13,977.00	991.54	1,114.52	1,098.59	1,039.79	1,109.72	1,109.76	1,580.02	894.38	957.87	1,095.49	1,095.49	1,807.56	.00	13,894.73	82.27	99%
2120	6FI	RETIREMENT CONTRIBUTION	14,317.00	1,010.19	1,134.01	1,118.68	1,070.17	1,137.58	1,137.58	1,624.87	936.86	1,004.98	1,120.60	1,120.60	1,848.99	.00	14,265.21	51.79	100%
2130	6FI	LIFE and HEALTH INSURANCE	35,650.00	2,560.28	2,845.32	2,845.32	2,495.94	2,495.94	2,495.94	3,743.91	2,694.71	2,893.48	2,893.48	2,893.48	4,774.24	.00	35,632.04	17.96	100%
2131	6FI	HSA/FSA CONTRIBUTION	847.00	.00	.00	.00	.00	.00	.00	800.00	.00	.00	.00	.00	.00	.00	800.00	47.00	94%
2200	6FI	PAYMENTS TO OPEB TRUST	2,095.00	.00	.00	.00	.00	.00	1,969.00	.00	.00	.00	.00	.00	.00	.00	1,969.00	36.00	98%
OBJECT CATEGORY 1			261,899.00	18,268.76	20,480.66	20,241.39	19,126.44	20,178.44	22,147.48	29,795.75	17,238.17	18,492.45	20,544.77	20,544.77	33,898.87	.00	260,958.95	940.05	100%
2 3197	6FK	CONTRACTUAL SERVICES NOT OTHERWISE SPECIFIED	53,900.00	.00	.00	5,925.00	5,747.00	5,623.00	5,091.00	6,928.00	907.00	.00	2,620.00	4,962.00	6,985.00	.00	44,788.00	9,112.00	83%
3235	6FK	INDIGENT PSYCH SVCS	35,178.00	.00	1,780.00	.00	2,864.00	2,962.00	859.00	4,237.00	2,041.00	1,807.00	4,030.00	572.00	676.00	.00	21,628.00	13,550.00	61%
3275	6FK	MEDICAL SVCS	40,000.00	.00	1,336.00	1,682.00	.00	5,160.00	5,922.00	4,764.00	4,428.00	744.00	2,332.00	2,696.00	2,320.00	.00	31,584.00	8,416.00	79%
4110	6FK	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	1,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	949.03	.00	949.03	550.97	63%
4115	6FK	MISCELLANEOUS OPERATING SUPPLIES	500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
4120	6FK	SOFTWARE < \$1000	500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
4482	6FN	SELF INS-PROP CASUALTY	428.00	.00	.00	.00	.00	.00	.00	.00	.00	428.00	.00	.00	.00	.00	428.00	.00	100%
OBJECT CATEGORY 2			132,008.00	.00	3,116.00	7,607.00	8,411.00	13,745.00	11,872.00	15,929.00	7,376.00	2,979.00	8,982.00	8,230.00	10,930.03	.00	99,377.03	32,628.97	75%
*TOTAL UNIT_CD 7526			393,905.00	18,268.76	23,596.66	28,048.39	27,537.44	33,923.44	34,019.48	45,724.75	24,615.17	21,471.45	29,526.77	28,774.77	44,828.90	.00	360,335.98	33,569.02	91%

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7405 ,Dept: 062 , HEAD START , Unit: 7523 , USDA ADMIN**  
**FY 2014-2015 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	6FQ REGULAR SALARIES and WAGES	106,594.00	4,991.36	5,619.20	5,619.20	5,619.20	5,619.20	5,619.20	8,504.00	5,769.60	2,884.80	.00	2,884.80	6,516.96	.00	59,647.52	46,946.48	56%
	1130	6FQ OTHER SALARIES and WAGES	2,000.00	.00	.00	.00	.00	.00	.00	.00	.00	1,900.80	.00	.00	.00	.00	1,900.80	99.20	95%
	1140	6FQ OVERTIME	3,140.00	209.18	112.80	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	321.98	2,818.02	10%
	2110	6FQ FICA TAXES	8,708.00	340.87	375.18	366.56	377.64	377.65	377.64	572.22	389.15	339.98	.00	194.58	448.43	.00	4,159.90	4,548.10	48%
	2120	6FQ RETIREMENT CONTRIBUTION	8,390.00	383.28	422.44	414.12	414.12	414.12	414.12	625.78	425.22	212.61	.00	209.44	473.13	.00	4,406.33	3,983.67	53%
	2130	6FQ LIFE and HEALTH INSURANCE	27,000.00	1,696.34	1,885.06	1,885.06	1,901.66	1,901.66	1,901.66	2,852.70	1,902.08	951.04	.00	951.04	1,890.87	.00	19,719.17	7,280.83	73%
	2131	6FQ HSA/FSA CONTRIBUTION	500.00	.00	.00	.00	.00	.00	.00	200.00	200.00	.00	.00	.00	.00	.00	400.00	200.00	67%
	2200	6FQ PAYMENTS TO OPEB TRUST	1,636.00	.00	.00	.00	.00	.00	1,146.00	.00	.00	.00	.00	.00	.00	.00	1,146.00	490.00	70%
OBJECT CATEGORY 1			158,068.00	7,621.03	8,414.68	8,284.94	8,312.62	8,312.63	9,458.62	12,755.65	8,686.05	6,289.23	.00	4,239.86	9,329.39	.00	91,704.70	66,363.30	58%
2	3125	6FP INDIRECT COSTS	6,543.00	.00	.00	.00	.00	.00	.00	6,543.00	.00	.00	.00	.00	.00	.00	6,543.00	.00	100%
	3410	6FR LOCAL TRAVEL	1,980.00	.00	.00	.00	168.92	.00	88.17	111.39	.00	63.94	107.23	61.53	105.29	.00	707.47	1,222.53	37%
	3530	6FR TOLL CHARGES	100.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	100.00	0%
	3820	6FR MAINTENANCE OF EQUIPMENT	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	#DIV/0!
	4110	6FR OFFICE SUPPLIES (NOT INCLUDING PRINTING)	1,441.00	.00	.00	.00	19.60	.00	.00	.00	.00	.00	.00	.00	.00	.00	19.60	1,421.40	1%
	4418	6FR EDUCATIONAL ASSISTANCE PROGRAM	1,109.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,100.00	0%
	4482	6FS SELF INS-PROP CASUALTY	339.00	.00	.00	.00	.00	.00	.00	.00	.00	339.00	.00	.00	.00	.00	339.00	.00	100%
OBJECT CATEGORY 2			11,453.00	.00	.00	.00	188.52	.00	88.17	6,654.39	.00	402.94	107.23	61.53	105.29	.00	7,609.07	3,843.93	66%
TOTAL UNIT_CD 7523			169,521.00	7,621.03	8,414.68	8,284.94	8,501.14	8,312.63	9,546.79	19,410.04	8,686.05	6,692.17	107.23	4,301.39	9,435.68	.00	99,313.77	70,207.23	59%

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7405 ,Dept: 062 , HEAD START , Unit: 7524 , USDA SERVICE**  
**FY 2014-2015 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1 1120	6FT	REGULAR SALARIES and WAGES	142,599.00	11,647.02	13,069.20	13,152.60	12,855.98	13,581.72	13,293.95	19,797.86	13,239.00	6,619.50	.00	3,433.18	21,111.50	.00	141,798.61	800.39	99%
2110	6FT	FICA TAXES	10,756.00	620.13	920.84	927.46	899.75	955.25	933.25	1,388.94	929.02	464.51	.00	221.80	1,477.86	.00	9,938.91	817.19	92%
2120	6FT	RETIREMENT CONTRIBUTION	10,462.00	658.41	963.02	969.38	947.51	1,001.00	979.79	1,459.15	975.74	487.87	.00	249.25	1,532.71	.00	10,423.83	38.17	100%
2130	6FT	LIFE and HEALTH INSURANCE	71,500.00	4,620.53	5,134.32	5,134.56	5,148.04	5,148.04	5,148.04	7,722.06	5,148.04	2,574.02	.00	2,342.27	8,262.52	.00	56,382.44	15,117.56	79%
2131	6FT	HSASFSA CONTRIBUTION	1,600.00	.00	.00	.00	.00	.00	.00	1,600.00	.00	.00	.00	.00	.00	.00	1,600.00	.00	100%
2200	6FT	PAYMENTS TO OPEB TRUST	4,864.00	.00	.00	.00	.00	.00	4,588.00	.00	.00	.00	.00	.00	.00	.00	4,586.00	278.00	94%
OBJECT CATEGORY 1			241,781.00	17,946.09	20,084.38	20,184.00	19,851.28	20,686.01	24,941.03	31,968.01	20,291.80	10,145.90	.00	6,246.50	32,584.69	.00	224,729.69	17,051.31	93%
2 3170	6FU	JANITORIAL SVC and SUPPLY	2,000.00	.00	.00	.00	.00	606.30	.00	.00	.00	.00	.00	.00	.00	.00	606.30	1,393.70	30%
4115	6FU	MISCELLANEOUS OPERATING SUPPLIES	10,000.00	.00	.00	.00	.00	4,297.44	.00	2,868.00	.00	.00	1,309.50	.00	.00	.00	8,474.94	1,525.06	85%
4130	6FU	HOUSEHOLD AND KITCHEN SUPPLIES	5,495.00	.00	.00	64.92	217.00	.00	50.57	49.90	1.95	.00	280.08	44.79	160.05	.00	869.26	4,625.74	16%
4135	6FU	FOOD and DIETARY	1,294,025.00	.00	.00	151,234.79	100,073.42	84,688.26	118,864.03	141,320.67	92,015.12	19,556.70	126,254.69	113,984.08	142,563.45	.00	1,090,555.21	203,469.79	84%
4492	6FS	SELF INS-PROP CASUALTY	6,438.00	.00	.00	.00	.00	.00	.00	.00	.00	6,438.00	.00	.00	.00	.00	6,438.00	.00	100%
OBJECT CATEGORY 2			1,317,958.00	.00	.00	151,299.71	100,290.42	89,592.00	118,914.60	144,238.67	92,017.07	25,994.70	127,844.27	114,028.87	142,723.50	.00	1,105,943.71	211,014.29	84%
*TOTAL UNIT_CD 7524			1,559,739.00	17,946.09	20,084.38	171,483.71	120,141.70	110,278.01	143,855.63	176,206.68	112,308.37	36,140.60	127,844.27	120,275.37	175,108.19	.00	1,331,673.40	228,065.60	85%

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 8299 ,Dept: 062 , HEAD START , Unit: 7536 , VOLUNTARY PRE-KINDERGARTEN**  
**FY 2014-2015 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1 1120	5EA	REGULAR SALARIES and WAGES	680,527.00	1,676.65	1,805.45	1,836.18	53,805.59	125,003.53	68,633.41	2,823.43	27,743.32	112,635.53	130,041.08	30,774.47	59,979.96	.00	626,759.60	53,767.40	92%
1140	5EA	OVERTIME	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	119.79	.00	.00	.00	119.79	-119.79	#DIV/0!
2110	5EA	FICA TAXES	52,331.00	112.81	120.96	123.31	4,585.82	9,024.65	4,962.53	189.23	1,990.52	8,104.45	9,389.00	2,200.35	4,320.36	.00	45,123.99	7,207.01	86%
2120	5EA	RETIREMENT CONTRIBUTION	43,894.00	123.56	133.08	135.33	4,819.28	9,459.58	5,155.65	208.09	2,104.37	8,477.20	9,839.96	2,327.69	4,459.59	.00	47,242.46	-3,348.46	108%
2130	5EA	LIFE and HEALTH INSURANCE	191,499.00	417.94	464.46	464.46	16,532.73	31,009.02	17,076.94	698.69	7,213.01	29,356.22	32,297.15	6,212.78	15,333.10	.00	159,076.49	32,422.51	83%
2131	5EA	HSA/FSA CONTRIBUTION	750.00	.00	.00	.00	.00	.00	.00	200.00	.00	.00	.00	.00	.00	.00	200.00	550.00	27%
OBJECT CATEGORY 1			969,001.00	2,330.96	2,523.93	2,559.28	89,743.42	174,496.79	95,830.53	4,117.44	39,051.22	158,574.40	181,685.99	43,515.27	84,093.11	.00	878,522.33	90,478.67	91%
2 3125	5EB	INDIRECT COSTS	42,496.00	.00	.00	.00	.00	.00	.00	10,249.84	.00	.00	32,248.16	.00	.00	.00	42,498.00	.00	100%
3823	5EC	MAINTENANCE OF COMPUTER EQUIPMENT	600.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	588.00	984.00	.00	1,572.00	-972.00	262%
4020	5EC	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	1,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	707.16	.00	707.16	792.84	47%
4110	5EC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	22,836.00	.00	.00	353.10	.00	.00	2,369.88	1,410.36	.00	.00	4,908.58	.00	.00	.00	9,041.92	13,794.08	40%
4115	5EC	MISCELLANEOUS OPERATING SUPPLIES	59,443.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	9,999.50	23,542.08	.00	33,541.58	25,901.42	56%
4120	5EC	SOFTWARE < \$1000	1,600.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,572.68	.00	.00	1,572.68	27.32	98%
4121	5EC	COMPUTER EQUIPMENT LESS THAN \$500	4,700.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	4,649.28	4,636.68	.00	9,285.96	-4,585.96	196%
4123	5EC	EQUIPMENT LESS THAN \$1000	14,900.00	.00	.00	89.99	.00	.00	.00	.00	.00	.00	42.89	.00	.00	.00	102.88	14,797.12	1%
4195	5EC	MISC SUPPLIES OR EXPENSES	10,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	10,000.00	0%
4418	5EC	EDUCATIONAL ASSISTANCE PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	#DIV/0!
46438	5EC	COMPUTER EQUIPMENT > \$500	12,700.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	9,778.56	2,672.70	.00	12,451.26	248.74	98%
OBJECT CATEGORY 2			170,777.00	.00	.00	413.09	.00	.00	2,369.88	11,660.20	.00	.00	37,199.63	26,588.02	32,542.62	.00	110,773.44	60,003.56	65%
TOTAL UNIT CD 7536			1,139,778.00	2,330.96	2,523.93	2,972.37	89,743.42	174,496.79	98,200.41	15,777.64	39,051.22	158,574.40	218,885.61	70,103.29	115,635.73	.00	989,295.77	150,482.23	87%

**Orange County Family Services Department**  
**Budget Summary: Month of November's 2015 for Head Start**

UNIT NAME	CURRENT BUDGET	OCT	NOV	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
Head Start Administration	1,321,723	67,211	87,652	-	154,863	1,166,860	12%
Head Start Services	10,764,489	721,005	867,316	305,655	1,588,322	8,870,512	15%
Head Start Training	122,891	715	3,957	11,000	4,672	107,219	4%
Head Start Disabilities	449,230	17,775	21,218	159,550	38,993	250,687	9%
USDA Administration	185,659	3,871	7,612	-	11,483	174,176	6%
USDA Services	1,370,241	17,609	21,065	761,560	38,674	570,007	3%
Voluntary Pre-Kindergarten	1,082,330	18,652	(18,230)	6,564	422	1,075,344	0%
Grand Total	15,296,563	846,837	990,590	1,244,330	1,837,428	12,214,806	12%
MONTHS		PERCENT					
October		8%					
November		17%					
December		25%					
January		33%					
February		42%					
March		50%					
April		58%					
May		67%					
June		75%					
July		83%					
August		92%					
September		100%					
* All Encumbered Amount will be reflected in the Balance column and not in the Expended Year To Date column until expended.							



**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7006 ,Dept: 062 , HEAD START , Unit: 7521 , ADMIN/HEAD START**  
**FY 2015-2016 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	7FA	REGULAR SALARIES and WAGES	817,819.00	51,010.96	60,860.80	.00	111,871.76	705,947.24	14%
	1140	7FA	OVERTIME	7,000.00	279.96	226.15	.00	506.11	6,493.89	7%
	2110	7FA	FICA TAXES	62,472.00	3,710.56	4,432.81	.00	8,143.37	54,328.63	13%
	2120	7FA	RETIREMENT CONTRIBUTION	59,500.00	3,832.94	4,594.93	.00	8,427.87	51,072.13	14%
	2130	7FA	LIFE and HEALTH INSURANCE	168,800.00	8,376.49	9,857.04	.00	18,233.53	150,566.47	11%
	2200	7FA	PAYMENTS TO OPEB TRUST	7,383.00	.00	.00	.00	.00	7,383.00	0%
<b>OBJECT CATEGORY 1</b>				<b>1,122,974.00</b>	<b>67,210.91</b>	<b>79,971.73</b>	<b>.00</b>	<b>147,182.64</b>	<b>975,791.36</b>	<b>13%</b>
2	3125	7FB	INDIRECT COSTS	106,329.00	.00	.00	.00	.00	106,329.00	0%
	3410	7FC	LOCAL TRAVEL	1,000.00	.00	.00	.00	.00	1,000.00	0%
	3510	7FC	POSTAGE and MESSENGER SVCS	2,000.00	.00	.00	.00	.00	2,000.00	0%
	3530	7FC	TOLL CHARGES	150.00	.00	.00	.00	.00	150.00	0%
	3610	7FC	RENTAL OF EQUIPMENT	5,600.00	.00	.00	.00	.00	5,600.00	0%
	3720	7FC	COMMUNICATIONS	3,000.00	.00	.00	.00	.00	3,000.00	0%
	3820	7FC	MAINTENANCE OF EQUIPMENT	2,567.00	.00	.00	.00	.00	2,567.00	0%
	3910	7FC	GRAPHIC REPROD SVCS	8,800.00	.00	.00	.00	.00	8,800.00	0%
	4010	7FC	DUES and MEMBERSHIPS	20,875.00	.00	7,680.00	.00	7,680.00	13,195.00	37%
	4110	7FC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	14,500.00	.00	.00	.00	.00	14,500.00	0%
	4115	7FC	MISCELLANEOUS OPERATING SUPPLIES	3,000.00	.00	.00	.00	.00	3,000.00	0%
	4120	7FC	SOFTWARE < \$1000	6,336.00	.00	.00	.00	.00	6,336.00	0%
	4123	7FC	EQUIPMENT LESS THAN \$1000	5,000.00	.00	.00	.00	.00	5,000.00	0%
	4412	7FC	PROMOTIONAL EXPENSES	5,000.00	.00	.00	.00	.00	5,000.00	0%
	4418	7FC	EDUCATIONAL ASSISTANCE PROGRAM	1,000.00	.00	.00	.00	.00	1,000.00	0%
	4422	7FC	SCHOLARSHIPS,AWARDS,BENE F	559.00	.00	.00	.00	.00	559.00	0%
	4482	7FN	SELF INS-PROP CASUALTY	13,033.00	.00	.00	.00	.00	13,033.00	0%
<b>OBJECT CATEGORY 2</b>				<b>198,749.00</b>	<b>.00</b>	<b>7,680.00</b>	<b>.00</b>	<b>7,680.00</b>	<b>191,069.00</b>	<b>4%</b>
<b>*TOTAL UNIT_CD 7521</b>				<b>1,321,723.00</b>	<b>67,210.91</b>	<b>87,651.73</b>	<b>.00</b>	<b>154,862.64</b>	<b>1,166,860.36</b>	<b>12%</b>

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7006 ,Dept: 062 , HEAD START , Unit: 7522 , SERVICES/HEAD START**  
**FY 2015-2016 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	7FE	REGULAR SALARIES and WAGES	6,420,087.00	498,600.42	602,021.74	.00	1,100,622.16	5,319,464.84	17%
	1130	7FE	OTHER SALARIES and WAGES	75,900.00	9,148.75	7,930.71	.00	17,079.46	58,820.54	23%
	1140	7FE	OVERTIME	10,000.00	3,321.14	908.11	.00	4,229.25	5,770.75	42%
	2110	7FE	FICA TAXES	496,707.00	37,222.24	44,462.56	.00	81,684.80	415,022.20	16%
	2120	7FE	RETIREMENT CONTRIBUTION	470,595.00	36,971.73	43,277.62	.00	80,249.35	390,345.65	17%
	2130	7FE	LIFE and HEALTH INSURANCE	2,006,000.00	115,906.39	134,766.16	.00	250,672.55	1,755,327.45	12%
	2200	7FE	PAYMENTS TO OPEB TRUST	124,038.00	.00	.00	.00	.00	124,038.00	0%
<b>OBJECT CATEGORY 1</b>				<b>9,603,327.00</b>	<b>701,170.67</b>	<b>833,366.90</b>	<b>.00</b>	<b>1,534,537.57</b>	<b>8,068,789.43</b>	<b>16%</b>
2	3167	7FF	PAYMENTS TO OTHER GOVERNMENTAL AGENCIES	8,000.00	100.00	.00	.00	100.00	7,900.00	1%
	3170	7FF	JANITORIAL SVC and SUPPLY	9,500.00	.00	.00	.00	.00	9,500.00	0%
	3192	7FF	SOFTWARE LICENSING SUPPORT FEE	42,225.00	.00	.00	.00	.00	42,225.00	0%
	3195	7FF	CONTRACT SERVICES MEDICAL	26,000.00	.00	.00	10,000.00	.00	16,000.00	0%
	3197	7FF	CONTRACTUAL SERVICES NOT OTHERWISE SPECIFIED	12,000.00	.00	1,773.75	52,638.05	1,773.75	-42,411.80	15%
	3350	7FF	OTHER INSURANCE and BONDS	11,000.00	.00	12,933.12	.00	12,933.12	-1,933.12	118%
	3410	7FF	LOCAL TRAVEL	25,000.00	.00	.00	.00	.00	25,000.00	0%
	3530	7FF	TOLL CHARGES	500.00	.00	101.55	.00	101.55	398.45	20%
	3610	7FF	RENTAL OF EQUIPMENT	11,000.00	.00	1,580.53	53,560.75	1,580.53	-44,141.28	14%
	3620	7FF	LEASES- BUILDINGS/STRUCTURES	78,172.00	11,257.84	5,628.92	14,064.00	16,886.76	47,221.24	22%
	3710	7FF	UTILITIES	26,000.00	3,200.00	2,821.74	.00	6,021.74	19,978.26	23%
	3720	7FF	COMMUNICATIONS	38,060.00	93.00	2,940.70	.00	3,033.70	35,026.30	8%
	3810	7FF	MAINTENANCE OF BUILDINGS, IMPROVEMENTS, AND GROUNDS	80,000.00	3,100.00	1,550.00	.00	4,650.00	75,350.00	6%
	3820	7FF	MAINTENANCE OF EQUIPMENT	17,500.00	.00	1,005.90	23,822.43	1,005.90	-7,328.33	6%
	3823	7FF	MAINTENANCE OF COMPUTER EQUIPMENT	7,500.00	.00	.00	.00	.00	7,500.00	0%
	3825	7FN	INTERNAL FLEET MANAGEMENT CHARGES	30,373.00	.00	.00	.00	.00	30,373.00	0%
	3910	7FF	GRAPHIC REPROD SVCS	6,000.00	.00	.00	.00	.00	6,000.00	0%
	4020	7FF	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	3,000.00	.00	.00	.00	.00	3,000.00	0%
	4110	7FF	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	25,000.00	.00	.00	.00	.00	25,000.00	0%

4115	7FF	MISCELLANEOUS OPERATING SUPPLIES	26,280.00	.00	.00	6,610.10	.00	19,669.90	0%
4116	7FF	EVENT/MEAL REIMBURSEMENTS	3,000.00	.00	.00	.00	.00	3,000.00	0%
4120	7FF	SOFTWARE < \$1000	34,560.00	.00	.00	.00	.00	34,560.00	0%
4121	7FF	COMPUTER EQUIPMENT LESS THAN \$500	12,200.00	.00	.00	.00	.00	12,200.00	0%
4123	7FF	EQUIPMENT LESS THAN \$1000	3,500.00	.00	.00	.00	.00	3,500.00	0%
4135	7FF	FOODandDIETARY	303,125.00	.00	.00	143,100.00	.00	160,025.00	0%
4143	7FF	MEDandSURG SUPPLIES	4,000.00	.00	.00	.00	.00	4,000.00	0%
4175	7FF	CLOTHING AND WEARING APPAREL	100.00	.00	.00	.00	.00	100.00	0%
4195	7FF	MISC SUPPLIES OR EXPENSES	10,000.00	.00	.00	.00	.00	10,000.00	0%
4412	7FF	PROMOTIONAL EXPENSES	2,500.00	.00	.00	.00	.00	2,500.00	0%
4418	7FF	EDUCATIONAL ASSISTANCE PROGRAM	1,000.00	2,083.85	3,613.15	.00	5,697.00	-4,697.00	570%
4440	7FF	IMPROVEMTS TO NON-COUNTY ASSETS	5,000.00	.00	.00	.00	.00	5,000.00	0%
4450	7FF	PARENT ACTIVITY FUND	9,216.00	.00	.00	.00	.00	9,216.00	0%
4452	7FF	FIELD TRIPS-HEAD START	15,360.00	.00	.00	.00	.00	15,360.00	0%
4482	7FN	SELF INS-PROP CASUALTY	272,491.00	.00	.00	.00	.00	272,491.00	0%
6410	7FD	EQUIPMENT	2,000.00	.00	.00	1,859.95	.00	140.05	0%
OBJECT CATEGORY 2			1,161,162.00	19,834.69	33,949.36	305,655.28	53,784.05	801,722.67	5%
*TOTAL UNIT_CD 7522			10,764,489.00	721,005.36	867,316.26	305,655.28	1,588,321.62	8,870,512.10	15%

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7006 ,Dept: 062 , HEAD START , Unit: 7525 , TRAINING/HEAD START**  
**FY 2015-2016 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
2	3185	7FH	CONTRACT SVC-TRAINING	51,974.00	.00	2,500.00	11,000.00	2,500.00	38,474.00	5%
	3420	7FH	OUT OF COUNTY TRAVEL	13,700.00	715.40	1,456.86	.00	2,172.26	11,527.74	16%
	3610	7FH	RENTAL OF EQUIPMENT	1,000.00	.00	.00	.00	.00	1,000.00	0%
			LEASES-							
	3620	7FH	BUILDINGS/STRUCTURES	2,000.00	.00	.00	.00	.00	2,000.00	0%
	3910	7FH	GRAPHIC REPROD SVCS	1,000.00	.00	.00	.00	.00	1,000.00	0%
			BOOKS, COMPACT DISKS,							
	4020	7FH	VIDEOS, AND SUBSCRIPTIONS	1,000.00	.00	.00	.00	.00	1,000.00	0%
			TRAINING AND EDUCATIONAL							
	4030	7FH	COST	31,646.00	.00	.00	.00	.00	31,646.00	0%
			LICENSE AND CERTIFICATION							
	4040	7FH	FEES	1,000.00	.00	.00	.00	.00	1,000.00	0%
			OFFICE SUPPLIES (NOT							
	4110	7FH	INCLUDING PRINTING)	2,771.00	.00	.00	.00	.00	2,771.00	0%
			MISCELLANEOUS OPERATING							
	4115	7FH	SUPPLIES	2,000.00	.00	.00	.00	.00	2,000.00	0%
			EVENT/MEAL							
	4116	7FH	REIMBURSEMENTS	4,500.00	.00	.00	.00	.00	4,500.00	0%
			EDUCATIONAL ASSISTANCE							
	4418	7FH	PROGRAM	10,300.00	.00	.00	.00	.00	10,300.00	0%
OBJECT CATEGORY 2				122,891.00	715.40	3,956.86	11,000.00	4,672.26	107,218.74	4%
*TOTAL UNIT_CD 7525				122,891.00	715.40	3,956.86	11,000.00	4,672.26	107,218.74	4%

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7006 ,Dept: 062 , HEAD START , Unit: 7526 , DISABILTY/HEAD START**  
**FY 2015-2016 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	7FI	REGULAR SALARIES and WAGES	195,699.00	13,390.32	15,976.00	.00	29,366.32	166,332.68	15%
	1140	7FI	OVERTIME	.00	.00	43.94	.00	43.94	-43.94	#DIV/0!
	2110	7FI	FICA TAXES	15,005.00	951.90	1,140.29	.00	2,092.19	12,912.81	14%
	2120	7FI	RETIREMENT CONTRIBUTION	14,161.00	972.15	1,163.07	.00	2,135.22	12,025.78	15%
	2130	7FI	LIFE and HEALTH INSURANCE	37,600.00	2,460.20	2,894.96	.00	5,355.16	32,244.84	14%
	2200	7FI	PAYMENTS TO OPEB TRUST	1,969.00	.00	.00	.00	.00	1,969.00	0%
OBJECT CATEGORY 1				264,434.00	17,774.57	21,218.26	.00	38,992.83	225,441.17	15%
2	3197	7FK	CONTRACTUAL SERVICES NOT OTHERWISE SPECIFIED	60,000.00	.00	.00	159,550.00	.00	-99,550.00	0%
	3235	7FK	INDIGENT PSYCH SVCS	60,000.00	.00	.00	.00	.00	60,000.00	0%
	3275	7FK	MEDICAL SVCS	60,000.00	.00	.00	.00	.00	60,000.00	0%
	4110	7FK	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	1,500.00	.00	.00	.00	.00	1,500.00	0%
	4115	7FK	MISCELLANEOUS OPERATING SUPPLIES	500.00	.00	.00	.00	.00	500.00	0%
	4120	7FK	SOFTWARE < \$1000	500.00	.00	.00	.00	.00	500.00	0%
	4482	7FN	SELF INS-PROP CASUALTY	2,296.00	.00	.00	.00	.00	2,296.00	0%
OBJECT CATEGORY 2				184,796.00	.00	.00	159,550.00	.00	25,246.00	0%
*TOTAL UNIT_CD 7526				449,230.00	17,774.57	21,218.26	159,550.00	38,992.83	250,687.17	9%

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7406 ,Dept: 062 , HEAD START , Unit: 7523 , USDA ADMIN**  
**FY 2015-2016 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	7FQ	REGULAR SALARIES and WAGES	118,662.00	2,779.04	5,900.48	.00	8,679.52	109,982.48	7%
	1140	7FQ	OVERTIME	.00	.00	24.24	.00	24.24	-24.24	#DIV/0!
	2110	7FQ	FICA TAXES	9,068.00	194.85	432.36	.00	627.21	8,440.79	7%
	2120	7FQ	RETIREMENT CONTRIBUTION	8,625.00	201.76	430.13	.00	631.89	7,993.11	7%
	2130	7FQ	LIFE and HEALTH INSURANCE	37,200.00	694.89	824.90	.00	1,519.79	35,680.21	4%
	2200	7FQ	PAYMENTS TO OPEB TRUST	1,146.00	.00	.00	.00	.00	1,146.00	0%
<b>OBJECT CATEGORY 1</b>				<b>174,701.00</b>	<b>3,870.54</b>	<b>7,612.11</b>	<b>.00</b>	<b>11,482.65</b>	<b>163,218.35</b>	<b>7%</b>
2	3125	7FP	INDIRECT COSTS	6,543.00	.00	.00	.00	.00	6,543.00	0%
	3410	7FR	LOCAL TRAVEL	1,000.00	.00	.00	.00	.00	1,000.00	0%
	3530	7FR	TOLL CHARGES	30.00	.00	.00	.00	.00	30.00	0%
	3820	7FR	MAINTENANCE OF EQUIPMENT	500.00	.00	.00	.00	.00	500.00	0%
	4110	7FR	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	700.00	.00	.00	.00	.00	700.00	0%
	4418	7FR	EDUCATIONAL ASSISTANCE PROGRAM	500.00	.00	.00	.00	.00	500.00	0%
	4482	7FS	SELF INS-PROP CASUALTY	1,685.00	.00	.00	.00	.00	1,685.00	0%
<b>OBJECT CATEGORY 2</b>				<b>10,958.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>10,958.00</b>	<b>0%</b>
<b>*TOTAL UNIT_CD 7523</b>				<b>185,659.00</b>	<b>3,870.54</b>	<b>7,612.11</b>	<b>.00</b>	<b>11,482.65</b>	<b>174,176.35</b>	<b>6%</b>

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7406 ,Dept: 062 , HEAD START , Unit: 7524 , USDA SERVICE**  
**FY 2015-2016 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	7FT	REGULAR SALARIES and WAGES	147,300.00	11,577.18	13,923.89	.00	25,501.07	121,798.93	17%
	2110	7FT	FICA TAXES	11,356.00	814.48	981.49	.00	1,795.97	9,560.03	16%
	2120	7FT	RETIREMENT CONTRIBUTION	10,574.00	840.49	1,010.86	.00	1,851.35	8,722.65	18%
	2130	7FT	LIFE and HEALTH INSURANCE	75,200.00	4,376.38	5,149.14	.00	9,525.52	65,674.48	13%
	2200	7FT	PAYMENTS TO OPEB TRUST	4,586.00	.00	.00	.00	.00	4,586.00	0%
OBJECT CATEGORY 1				249,016.00	17,608.53	21,065.38	.00	38,673.91	210,342.09	16%
2	3170	7FU	JANITORIAL SVC and SUPPLY	1,000.00	.00	.00	294.30	.00	705.70	0%
	4115	7FU	MISCELLANEOUS OPERATING SUPPLIES	10,000.00	.00	.00	3,766.06	.00	6,233.94	0%
	4130	7FU	HOUSEHOLD AND KITCHEN SUPPLIES	2,005.00	.00	.00	.00	.00	2,005.00	0%
	4135	7FU	FOODandDIETARY	1,100,000.00	.00	.00	757,500.00	.00	342,500.00	0%
	4482	7FS	SELF INS-PROP CASUALTY	8,220.00	.00	.00	.00	.00	8,220.00	0%
OBJECT CATEGORY 2				1,121,225.00	.00	.00	761,560.36	.00	359,664.64	0%
*TOTAL UNIT_CD 7524				1,370,241.00	17,608.53	21,065.38	761,560.36	38,673.91	570,006.73	3%

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 8299 ,Dept: 062 , HEAD START , Unit: 7537 , VOLUNTARY PRE-KINDERGARTEN**  
**FY 2015-2016 MONTHLY NOVEMBER'S EXPENDITURE REPORT**

	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	6EA	REGULAR SALARIES and WAGES	768,433.00	13,800.32	-10,187.60	.00	3,612.72	764,820.28	0%
	2110	6EA	FICA TAXES	59,218.00	993.51	-753.53	.00	239.98	58,978.02	0%
	2120	6EA	RETIREMENT CONTRIBUTION	55,722.00	1,001.91	-739.62	.00	262.29	55,459.71	0%
	2130	6EA	LIFE and HEALTH INSURANCE	61,745.00	2,856.17	-1,996.74	.00	859.43	60,885.57	1%
	2131	6EA	HSA/FSA CONTRIBUTION	2,500.00	.00	.00	.00	.00	2,500.00	0%
OBJECT CATEGORY 1				947,618.00	18,651.91	-13,677.49	.00	4,974.42	942,643.58	1%
2	3125	6EB	INDIRECT COSTS	42,498.00	.00	.00	.00	.00	42,498.00	0%
	4020	6EC	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	1,500.00	.00	.00	.00	.00	1,500.00	0%
	4110	6EC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	25,000.00	.00	.00	.00	.00	25,000.00	0%
	4115	6EC	MISCELLANEOUS OPERATING SUPPLIES	31,255.00	.00	.00	.00	.00	31,255.00	0%
	4123	6EC	EQUIPMENT LESS THAN \$1000	24,459.00	.00	-4,552.71	6,564.15	-4,552.71	22,447.56	-19%
	4195	6EC	MISC SUPPLIES OR EXPENSES	10,000.00	.00	.00	.00	.00	10,000.00	0%
OBJECT CATEGORY 2				134,712.00	.00	-4,552.71	6,564.15	-4,552.71	132,700.56	-3%
*TOTAL UNIT_CD 7537				1,082,330.00	18,651.91	-18,230.20	6,564.15	421.71	1,075,344.14	0%



**FAMILY SERVICES DEPARTMENT  
PURCHASE REPORT LOG**

1 of 3

\*Cardholder (Print Name): DAISY FLORES

\*Cardholder Signature: *Daisy Flores*

\*Statement for the Month: October 2015

\*Division: HEAD START

\* Ph. Ext. 67407

Date of Purchase	Receipt & Invoice #	Description of Purchase	Vendor's Name	Dollar Amount of Purchase	Accounting Line/s
10/7/2015	083704	SPECIAL DIETS FOR CHILDREN AT CALLAHAN.	PUBLIX	\$ 68.89	7406-062-7524-4135
10/7/2015	085280438510712	MAINTAINANCE APPLIANCES SPECIAL NEEDS FOR CHILDREN AT SOUTHWOOD.	WALMART	2.97 125.70 128.67	7006-062-7522-3820 7006-062-7522-4115
10/12/2015	511868	SPECIAL MILKS FOR CHILDREN.	PUBLIX	693.60	7406-062-7524-4135
10/12/2015	11394	ORANGE COUNTY ENVELOPES INPRINT NAME AND ADDRESS	NADINI PRINTING & COPYING	84.00	7006-062-7521-3910
10/14/2015	407	ORANGE COUNTY HEAD START ANNUAL PROGRAM GOVERNANCE TRAINING.	ONE PARTY 2 REMEMVER	600.00	7006-062-7522-4116
10/14/2015	7015064000077541504	CERTIFICATE LETTER FOR PARENT	POST OFFICE	9.87	7006-062-7522-3510
10/20/2015	W4211551814	REFRIGERATOR FOR DENTON JOHNSON.	THE HOME DEPOT	746.10	7006-062-7522-4123
10/21/2015	2501A161	FEES FOR CERTIFICATE OF WAIVER	CLIA LABORATORY USES FEES	150.00	7006-062-7525-4040
10/22/2015		SPECIAL NEEDS FOR CHILDREN.	TARGET	25.79 190.45 20.00 51.90	7006-062-7522-4115

2 of 3

HEALTH & FAMILY SERVICES DEPARTMENT  
WEEKLY PURCHASING CARD  
PURCHASE REPORT LOG

\*Cardholder (Print Name): DAISY FLORES

\*Statement for the Month:

\*Cardholder Signature: Daisy Flores

\*Division: HEAD START

\* Ph. Ext. 67407

Date of Purchase	Receipt & Invoice #	Description of Purchase	Vendor's Name	Dollar Amount of Purchase	Accounting Line/s
10/23/2015 10/23/2015 10/23/2015	102783061603	SPECIAL NEEDS FOR CHILDREN	TARGET	69.64 43.21 95.15	7006-062-7522-4115
10/23/2015	102783061603	SPECIAL NEEDS FOR CHILDREN	TARGET	60.55	7006-062-7522-4115
10/23/2015	102783061603	SPECIAL NEEDS FOR CHILDREN	TARGET	69.70 25.00 <i>Grand Total = 651.39</i>	7006-062-7522-4115
10/19/2015	5631590-295627	SPECIAL MILK FOR CHILD AT WASHINGTON SHORES THE HOPE.	WALMART	1,039.04	7406-062-7524-4135
10/20/2015	W421551814	CABINETS FOR EMERGENCY FOOD STORAGE AT DENTON JOHNSON	THE HOME DEPOT	700.00	7006-062-7522-4123
10/24/2015	000001	LUNCH FOR CHILDREN AT POLICY COUNCIL TRAINING.	LITTLE CEASARS	60.00	7006-062-7525-4116
10/23/2015	22881153	BREAKFAST FOR CHILDREN AT POLICY COUNCIL TRAINING.	WINN DIXIE	80.45	7006-062-7525-4116
10/27/2015	033474	KITCHEN SUPPLIES SPECIAL NEEDS FOR CHILDREN. AT WASHINGTON SHORES THE HOPE SPECIAL DIETS FOR CHILDREN AT EAST ORANGE.	PUBLIX	11.07 39.98 11.61 62.66	7406-062-7524-4130 7006-062-7522-4115 7406-062-7524-4135

4/4 Complete all required entries identified by an \*

HEALTH & FAMILY SERVICES DEPARTMENT  
WEEKLY PURCHASING CARD  
PURCHASE REPORT LOG

3 of 3

\*Cardholder (Print Name): DAISY FLORES

\*Statement for the Month:

\*Cardholder Signature: *Daisy Flores*

\*Division: HEAD START

\* Ph. Ext. 67407

10/28/2015	080290	SPECIAL MILK FOR CHILD AT EAST ORANGE.	PUBLIX	12.50	7406-062-7524-4135
11/02/2015	0050	BUS TICKETS FOR PARENTS TO GO TO DENTIST WITH CHILDREN	LYNX TICKETS	\$80.00	7006-062-7522-3220
11/02/2015	0266 00016 68698	STOOL FOR THE KITCHEN	THE HOME DEPOT	82.59	7406-062-7524-4130
11/2/2015	0200020 55150	RETURN CABINETS DID NOT FIX.	THE HOPE DEPOT	<del>CP</del> 350.00	7006-062-7522-4123

# **ORANGE COUNTY HEAD START DIVISION** **Monthly Purchasing Card Purchase Report**

Cardholder (Print Name): Angela Fore

Statement for the Month of: October, 2015

Cardholder Signature: Angela M. Fore

Extension: 68901

Date	Receipt/ Invoice #	Purchase Description/ Justification	Vendor Name	Dollar Amount of Purchase	Dispute/ Credit	Accounting Line(s) To Be Charged	/
10/5/15		Registration fees for 7 staff to attend the Head Start Summit @ \$695.00	FeldsmanTucker or Peachtree New Media	\$4865.00		7006-062-7525-4030	N O
10/5/15		Registration for Wendy Herrera to go to the DEC Conference on children with Special needs	Division of Early Childhood	\$475.00		7006-062-7525-4030	✓
10/5/15		Registration for Lourdes Ramos to go to the DEC Conference on children with Special needs	Division of Early Childhood	\$475.00		7006-062-7525-4030	✓
10/5/15		Registration for 7 staff to attend the Parent Engagement Training @ \$395.00	Western Kentucky Univ	\$2765.00		7006-062-7525-4030	✓
10/5/15		Registration for Helen Hill & Dexter Nelson to attend the Governance Institute @ \$120.00	Florida Head Start Association	\$240.00		7006-062-7525-4030	✓
10/7/15		Hotel accommodations for Lourdes Ramos in Atlanta, GA	Hampton Inn, Atlanta	\$388.56		7006-062-7525-3420	✓
10/7/15		Hotel accommodations for Wendy Herrera in Atlanta, GA	Hampton Inn, Atlanta	\$388.56		7006-062-7525-3420	✓
10/8/15		Hotel accommodations for Dexter Nelson in Tampa, FL	Crowne Plaza Tampa Westshore	\$106.00		7006-062-7525-3420	✓
10/8/15		Hotel accommodations for Helen Hill in Tampa, FL	Crowne Plaza Tampa Westshore	\$106.00		7006-062-7525-3420	✓
10/19/15		Deposit for Hotel accommodations for Xeix Colon in Atlanta, GA 11/30-12/3	Sheraton Atlanta	\$159.28		7006-062-7525-3420	✓
10/19/15		Deposit for Hotel accommodations for Dena Kelnhofer (room 2 under Xeix Colon name) in Atlanta, GA 11/30-12/3	Sheraton Atlanta	\$159.28		7006-062-7525-3420	✓
10/19/15		Deposit for Hotel accommodations for Maria Macias in Atlanta, GA 11/30-12/3	Sheraton Atlanta	\$159.28		7006-062-7525-3420	✓
10/28/15		Agency Membership for Region IV Head Start Association	Region IV Head Start Assoc.	\$450.00		7006-062-7521-4010	✓
10/30/15		Hotel accommodations & Parking charges for Mr. Bell in St. Augustine, FL	Casa Monica Hotel	\$366.00		0001-062-2405-3420 - \$318.00 0001-062-2405-3410 - \$48.00	✓

# MONTHLY PURCHASING CARD PURCHASE REPORT

Cardholder (Print Name): June Johnson

Cardholder Signature: June Johnson *ff*

Statement for Month of: October-15

Division

Head Start

Extension: 69524

*11/10/15*

#	Date	Receipt or Invoice #	Description of Purchase	Vendors Name	\$\$\$ Amount of Purchase	Dispute (d)/ Credit (c)	Accounting Lines	Remarks
1	10/5/2015	101052304	MDS14 Monistor Stand	Dell	\$152.99		7006 062 7521 4121	Pro Specialist
2	10/2/2015	797808860-001	Corner Desk	Office Depot	\$249.98		7006 062 7522 4123	CSW Engelwood
3	10/2/2015	797808350-001	Chair	Office Depot	\$293.99		7006 062 7522 4123	CSW Engelwood
4	10/8/2015		PO Box Rental	U S Postal Svc	\$331.00		7006 062 7521 3610	Program
5	10/12/2015	ZQ15854	Printer	CDWG	\$247.48		7006 062 7521 4121	Admn Specialist
6	10/14/2015	1924	Rubber Mulch Repair Kit	Disc Playgrnd	\$1,119.60		7006 062 7522 3810	3 Sites
7	10/8/2015	798975247-001	Privacy Screen	Office Depot	-\$19.15	C	7006 062 7521 4110	Returned Item
8	10/15/2015	800309092-001	Belkin Surge Protectors	Office Depot	\$279.90		7006 062 7522 4121	Laptops
9	10/15/2015	800311515-001	Toners and Stapler	Office Depot	\$382.67		7006 062 7522 4110	Q/A Team
10	10/15/2015	800309884-001	Small Dog Clothes	Office Depot	\$31.96		7006 062 7522 4121	Pro Specialist
11	10/17/2015	3912458	Walking Rope	Kaplan	\$66.72		7006 062 7522 4115	Emergency Kit
12	10/16/2015		Work Gloves	Home Depot	\$99.95		7006 062 7522 4115	Warehouseman
13	10/16/2015		Work Gloves	Home Depot	\$119.94		7006 062 7522 4115	Warehouseman
14	10/1/2015		Cordless Phone Battery	Batteries+Bulbs	\$16.19		7006 062 7522 4115	Warehouse Phone
15	10/19/2015	3307	Furniture Build/Installation	Elite Movers	\$988.00		7006 062 7522 3520	Wshs & Engelwood
16	10/15/2015	800309092-001	SanDisk 16GB Flash Drvs	Office Depot	\$499.80		7006 062 7522 4121	Pro Specialist
17	10/19/2015	801032547-001	Desk Chair	Office Depot	\$199.99		7006 062 7521 4123	Nutrition Coord.
18	10/23/2015	801961959-001	Mechanical Pencils	Office Depot	\$29.94		7006 062 7521 4110	Nutrition Svc Area
19	10/21/2015	801537715-001	Office Supplies	Office Depot	\$39.54		7006 062 7521 4110	Admn Assistant
20	10/21/2015	801537861-001	Office Supplies	Office Depot	\$42.70		7006 062 7521 4110	Admn Assistant
21	10/23/2015	ZW35433	Adobe Software	CDWG	\$604.86		7006 062 7521 4120	Pro Specialist
22	10/26/2015	130711	Plaque	United Trophy	\$42.50		7006 062 7521 4422	Retiree
23	10/25/2015	801962227-001	PlasticStorage Bins	Office Depot	\$161.94		7006 062 7522 4115	Nutrition Svc Area
24	10/26/2015	80196226-001	Office Supplies	Office Depot	\$129.99		7006 062 7522 4110	Nutrition Svc Area
			Chair		\$124.24		7006 062 7521 4123	
					254.23			
				Total	\$6,236.72			

417

417

*10.1.12*

# MONTHLY PURCHASING CARD PURCHASE REPORT

Cardholder (Print Name): June Johnson

11/10/15

Statement for Month of: October-15

Cardholder Signature: June Johnson

*JS*

Division Head Start Extension: 69524

#	Date	Receipt or Invoice #	Description of Purchase	Vendors Name	\$\$\$ Amount of Purchase	Dispute (d)/ Credit (c)	Accounting Lines	Remarks
25	10/28/2015	2020	Field Trip	Carluchin Enter	\$255.00		7006 062 7522 4452	Lila Mitchell H S
26	10/28/2015	802767355-001	Office Supplies	Office Depot	\$2.59		7006 062 7521 4110	Admn Staff
27	10/28/2015	802766752-001	Office Supplies	Office Depot	\$241.76		7006 062 7521 4110	Admn Staff
			Chair		42.75 \$179.99		7006 062 7521 4123	Program Manager
28	10/29/2015	73012	Playground Repair Kit	ultraPlay	\$108.14		7006 062 7522 3810	East Orange
29	10/30/2015	2033	Field Trip	Big Idea Balloon	\$295.00		7006 062 7522 4452	Pine Hills H S
30	11/3/2015	8741944	Water		\$32.22		7006 062 7522 3710	
			Cups	ReadyRefresh	\$11.37		7006 062 7522 4115	Denton Johnson
			Cooler Rental		53.57 \$9.98		7006 062 7522 3610	
31	11/3/2015	7234206	Water	ReadyRefresh	\$26.85		7006 062 7522 3710	
			Cups		33.23 \$6.38		7006 062 7522 4115	H S Warehouse
32	11/3/2015	7234172	Cooler Rental	ReadyRefresh	\$20.97		7006 062 7522 3610	
			Water		33.29 \$12.32		7006 062 7522 3710	SOYMCA H S
33	11/3/2015	7234115	Water		\$64.44		7006 062 7522 3710	
			Cooler Rental	ReadyRefresh	\$34.93		7006 062 7522 3610	W Shores @ Hope
			Cups		103.16 \$3.79		7006 062 7522 4115	
34	11/3/2015	7234057	Water		\$48.33		7006 062 7522 3710	
			Cups	ReadyRefresh	\$22.74		7006 062 7522 4115	Maxey H S
			Cooler Rental		86.04 \$14.97		7006 062 7522 3610	
				Total this page	\$1,391.77			
				Total page 1	\$6,236.72			
				Total page 2	\$1,391.77			
				Total	\$7,628.49			

**Orange County Head Start  
Policy Council  
Meeting: December 17, 2015**

**Directors Program Information Update**

**Local Head Start Information:**

On 12/2/2015 Orange County Head Start uploaded the Certification of Health and Safety Screener, and Certification of Governance & Leadership Capacity Screener to the Head Start Enterprise System with copy to Region IV Program Specialist Olissa Williams. Both screeners are required with the five year grant.

Orlando was the host city for the National Association for Education of Young Children (NAEYC), with over 5000 people in attendance. Orange County Head Start was able to send a total of seven staff to include parents, teachers, center managers, and management staff. Professional Development courses were offered throughout the conference that would increase child and family outcomes, also a leadership development track.

The 2015 Parent and Family Engagement Conference was held in San Diego, CA December 1<sup>st</sup>-4<sup>th</sup>. Orange County Head Start sent two employees and one parent. Jazzmil Torres, Community Service Worker, Teresa Williams, Field Operation Supervisor and Jeneka Lloyd, Parent. The conference focused on how communities, parents, families and Head Start program staff can best partner to promote both parent and family engagement and children's learning and development.

Orange County Head Start exceeded the In-kind requirement from the Office of Head Start. The total In-kind for FY 14-15 was \$4,094,571. Orange County Head Start exceeded the 3.2 million required by the Office of Head Start. The program did notice a decrease in the number of parent hours from FY 13-14 to FY 14-15. Strategies will be developed to increase the parent volunteer hours above the FY 13-14 numbers.

**Region IV Office of Head Start:**

The fiscal manager submitted the Federal Financial Accountability and Transparency report to the regional office on 12/1/2015

**National Updates from the Office of Head Start:**

Since 2011, the Office of Head Start has been implementing the Designation Renewal System (DRS) to put their goal into action of determining whether Head Start and Early Head Start agencies are delivering high-quality and comprehensive services to the families they serve, which will determine if they must compete for their grant. However, the design of this system has led to a number of unproductive and unintended consequences.

This fall, as the third cycle of DRS closed, the National Head Start Association (NHSA) released Analysis of the Designation Renewal System: Cohorts One to Three, summarizing the outcomes for programs and communities thus far and highlighting opportunities to address those unintended consequences and make the DRS more effective.

The report concluded:

- The DRS still falls short of fully meeting the Congressional intent of targeting competition at poor quality grantees.
- Basic reforms are needed to make the DRS consistent, reasonable, and predictable.
- Conceptual reforms are needed to support programs in working toward high quality, not compliance.

Right now, the DRS require programs to enter competition if they hit one or more of seven triggers. Overall, 74% of programs going into competition are currently getting their grants back at the end of a grueling 18-month process. Depending on what trigger caused them to compete, programs might be more or less likely to get their grant back. This confirms what the Head Start field knows to be true: the triggers for competition were designed in ways that catch low-quality programs but also catch other good programs.





Interoffice Memorandum

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
DEC 01 2015 NP/CAS

AGENDA ITEM

November 4, 2015

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

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

FROM: Sonya L. Hill, Manager  
Head Start Division

Contact: Khadija Pirzadeh, (407) 836-8912  
Sonya Hill, (407) 836-7409

SUBJECT: Filing of Head Start Policy Council Program Information and Updates  
for the Official County Record  
**CONSENT AGENDA ITEM December 1, 2015**

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

Head Start Policy Council Program Information and Updates  
Head Start Policy Council Meeting Minutes

October 2015  
September 17, 2015

**ACTION REQUESTED:** Receipt and filing of Head Start Policy Council Program Information and Updates October 2015 and Head Start Policy Council Meeting Minutes September 17, 2015 for the official county record.

SH/kp

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

<i>Monthly Report to Head Start Policy Council</i>	
<b>Nutrition: NOVEMBER 2015</b>	
Number of breakfasts served	21,840
Number of lunches served	21,934
Number of snacks served	18,385
Number of meals reimbursed by USDA	62,159
Number of meals disallowed for reimbursement	0
Number of children evaluated for nutritional concerns	10
Number of children receiving nutritional education and further care	35
Number of monitoring visits to ensure compliance with USDA Regulations	8
Number of monitoring visits requiring a corrective action plan	0
Number of nutritional activities conducted <b>(ALL CLASSROOMS)</b>	85
Types of nutritional activities conducted " YOGURT SMOOTHIE"	

## DISABILITIES/MENTAL HEALTH REPORT

NOVEMBER 2015

Twenty-five (25) children diagnosed with a disability by OCPS for the month of November. A total of 134 children have been diagnosed with a disability by LEA, for an nine percent (9%) mandated compliance since school started last August 2015.

Thirty-two (32) unduplicated children diagnosed with a disability by contracted providers for the month of November 2015. A total of eighty-six (86) children have been diagnosed with a disability by contracted providers since school started last August 2015.

Thirty-six (36) children were referred in the month of November 2015 for mental health services. A total of one hundred twenty-four (124) children have been referred since school started last August 2015.

Nineteen (19) children started receiving mental health services for behavior issues for the month of November. A total of ninety-two (92) children are receiving mental health services for behavior issues since school started last August 2015.

Sixty-one (61) visits to centers were completed for the month of November 2015. A total of one hundred eighty-one (181) visits to centers to: provide technical assistance to staff, conduct observations, conduct health screenings, since school started last August 2015.

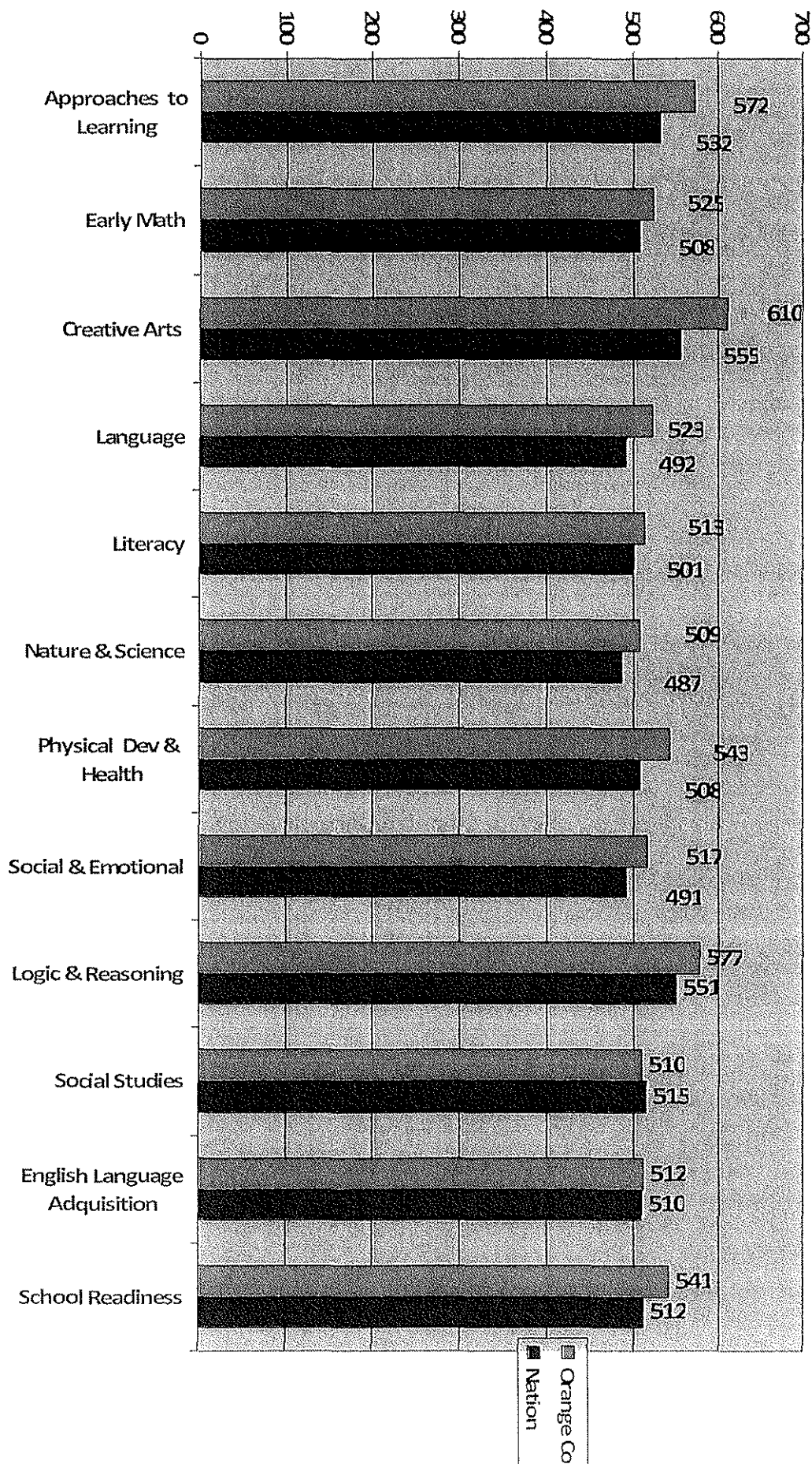
Fifty-one (51) hearing screenings completed for the month of November 2015. A total of one thousand five hundred sixty-one (1,561) Hearing screenings completed since school started last August 2015.

**Orange County Family Services Department  
Head Start Division**

**Medical/Dental Services Monthly Report  
November 2015**

- ❑ The Medical/dental services staff performed thirteen new health status evaluations.
- ❑ One hundred twenty (120) additional health update evaluations were completed.
- ❑ One hundred one (101) additional immunization evaluations were completed.
- ❑ Sixty-seven (67) additional blood lead tests were reviewed.
- ❑ Ninety-five (95) dental examinations were evaluated. Of these, thirty-three (33) children were diagnosed as needing treatment.
- ❑ Dental treatment verification was received and evaluated for fourteen children.
- ❑ Two hundred forty-one (241) parent contacts were initiated regarding health concerns and health screening and examination needs.
- ❑ Eight health action plans were completed and discussed with staff.
- ❑ Health technical assistance was given to staff on nine occasions.
- ❑ Thirteen Physician Medication Orders were received, evaluated, and reviewed with staff. Medication information and administration technique training was provided as needed.
- ❑ All staff received training on The Health Insurance Portability and Accountability Act (HIPAA) and Blood Borne Pathogens.
- ❑ Additional Staff training was provided on twelve occasions.
- ❑ Seventeen blood pressure screenings were completed.
- ❑ Twenty-nine vision screenings were completed.
- ❑ Seven children were evaluated for health concerns.
- ❑ Nine health provider consultations were made.
- ❑ Center visits were made on thirteen occasions for health issues, observations, and monitoring.
- ❑ Tooth brushes were distributed to all classrooms for quarterly change.

Orange County Head Start  
Child Outcomes  
4 year olds  
7/27/15-11/31/15



**Parent Family and Community Engagement 2015-2016**

***Monthly Report: November 2015***

- One thousand five hundred forty five (1545) children were enrolled in the Head Start Program for the month of November 2015.
- Five hundred nineteen (519) children are on the Waiting List 2015-2016.
- Eleven (11) Attendance home visits and Two hundred fifty (250) Partnership Agreement home visits were made to Head Start Parents.
- Twenty three (23) families received Crisis/Emergency Assistance.
- Thirty (30) parents received Educational Services.
- Five hundred fifty one (551) Health Services Follow ups were done by Community Service Worker.
- Fifty (50) families were referred for family services.
- Six hundred fifteen (615) were provided families services
- Twenty (20) Parent Meetings were held this month. Three hundred twenty eight (328) parents attended parents meetings. Forty six (46) males attended.
- Twenty (18) Fatherhood Activities was held this month. Forty seven (47) fathers attended fatherhood initiatives.
- Thirty (30) Parents Trainings were held this month. Three hundred seven (307) parents attended Parents Trainings.

**Trainings:**

- Abriendo Puertas (Open Doors)
- Budgeting and Credit Counseling
- Mental Health and Disability
- Budgeting and Credit - Urban League
- Importance of Speech and Language
- Importance of Health Records
- Stop Smoking Initiative
- Job Placement Assistance
- Stages of Communication
- Homeownership
- Fatherhood Engagement
- Financial/Budgeting
- OCPS Parent Academy
- Family Self Sufficiency Program
- Early Head Start
- How to Discipline Kids
- Parent Committee Board

# ORANGE COUNTY HEAD START 2015-2016

## FAMILY AND COMMUNITY ENGAGEMENT

ERSEA REPORT

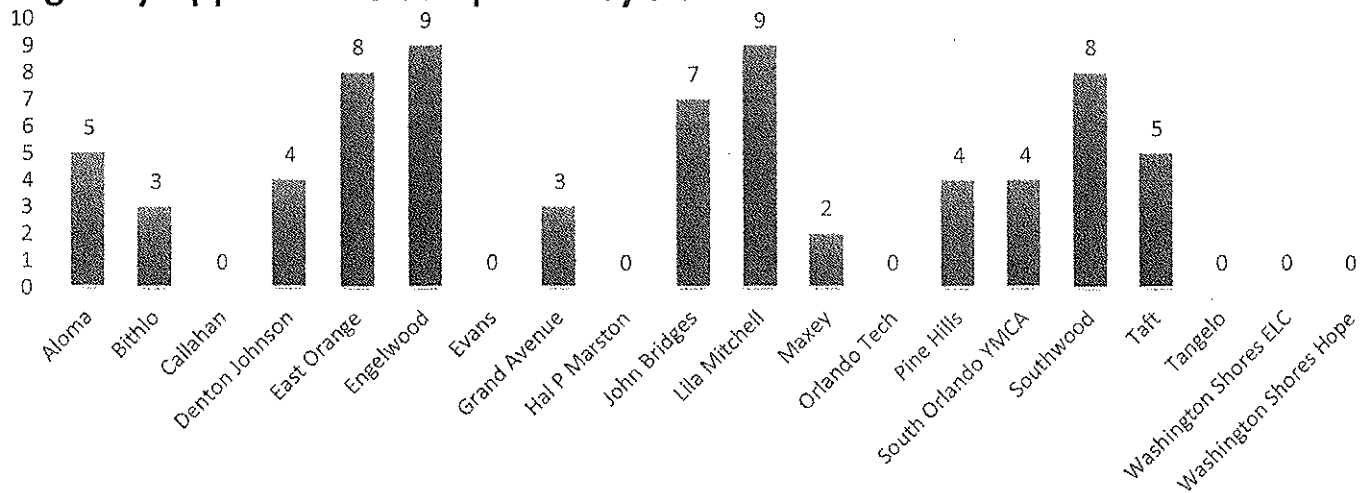
MONTH: November

YEAR: 2015

### ELIGIBILITY 2015-2016

Total: 71 applications (New/ November 2015)

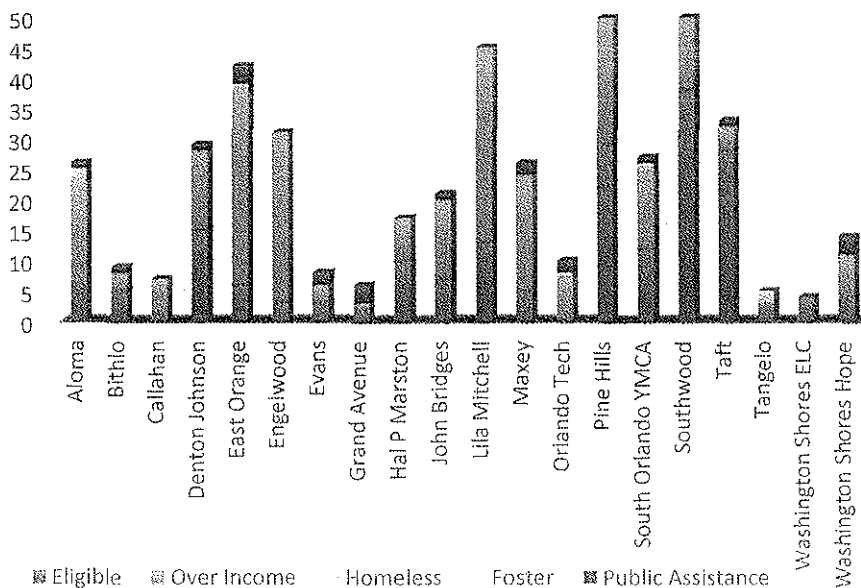
#### Eligibility Applications completed by site



### WAITING LIST 2015-2016

Total: 527 Children (Waiting List 2015-2016 – November 30, 2015)

#### Waiting List By Site

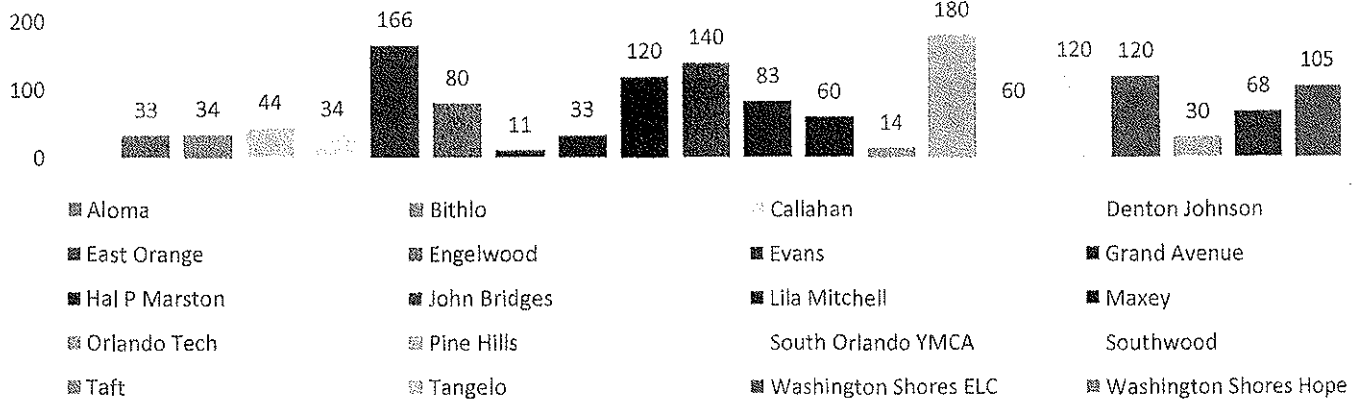


Income Status	# Children
Public Assistance	24
Foster	0
Homeless	6
Over Income	289
Eligible	208

# ENROLLMENT 2015-2016

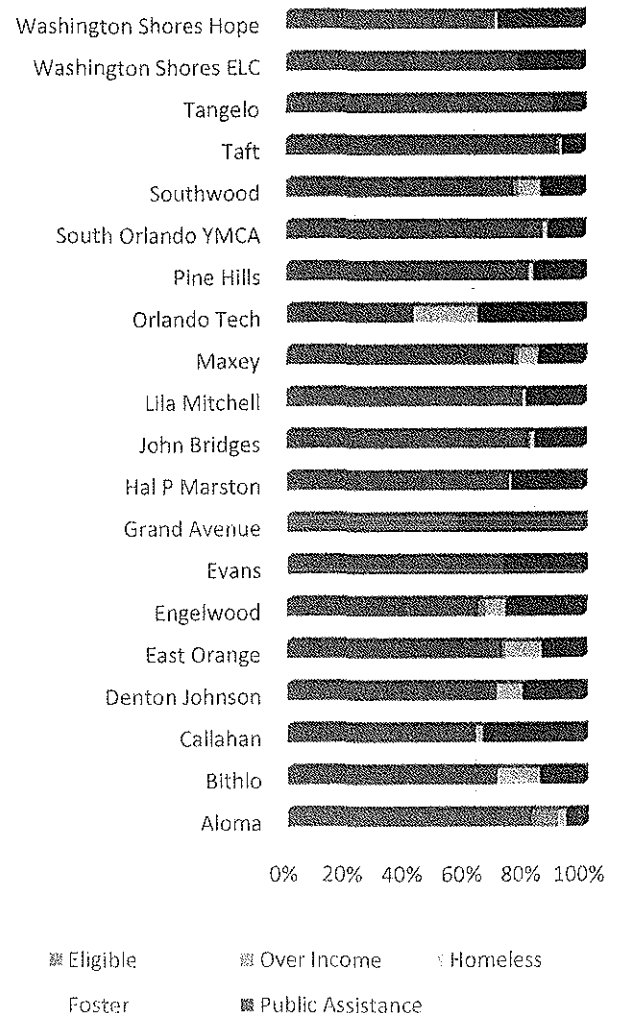
Total: 1535/1536 Children (November 30, 2015)

## Enrollment (End of the Month)



Income Status	# Children
Public Assistance	277
Foster	1
Homeless	61
Over Income	13
Eligible	1183

## Enrollment Report



## Enrollment Turnover by November 30th

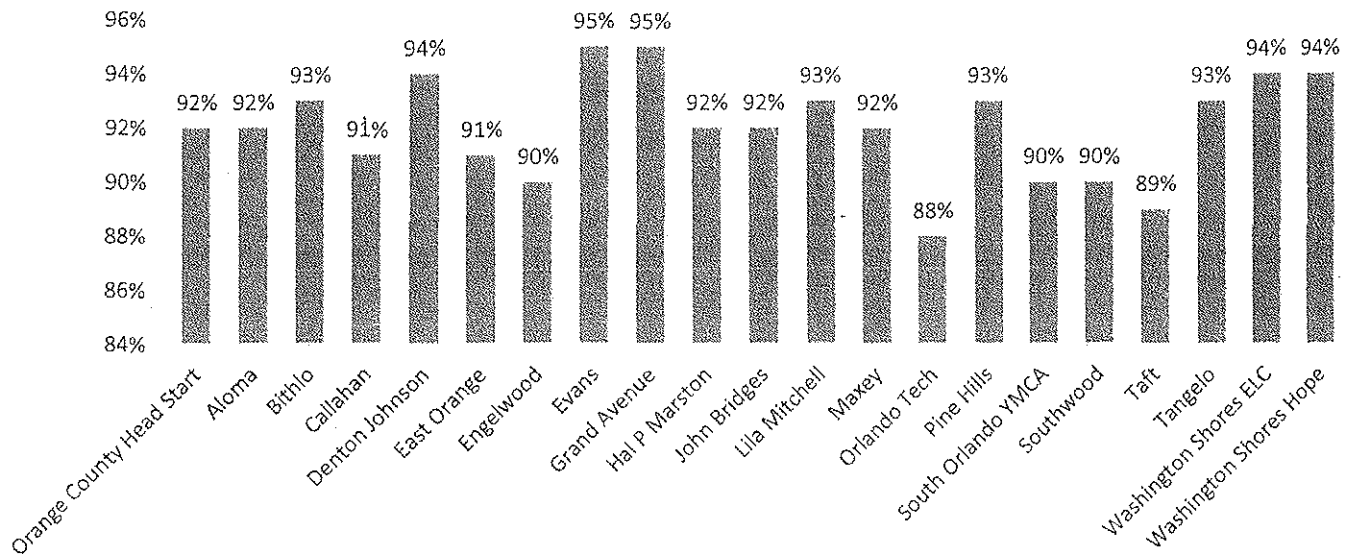




## ATTENDANCE

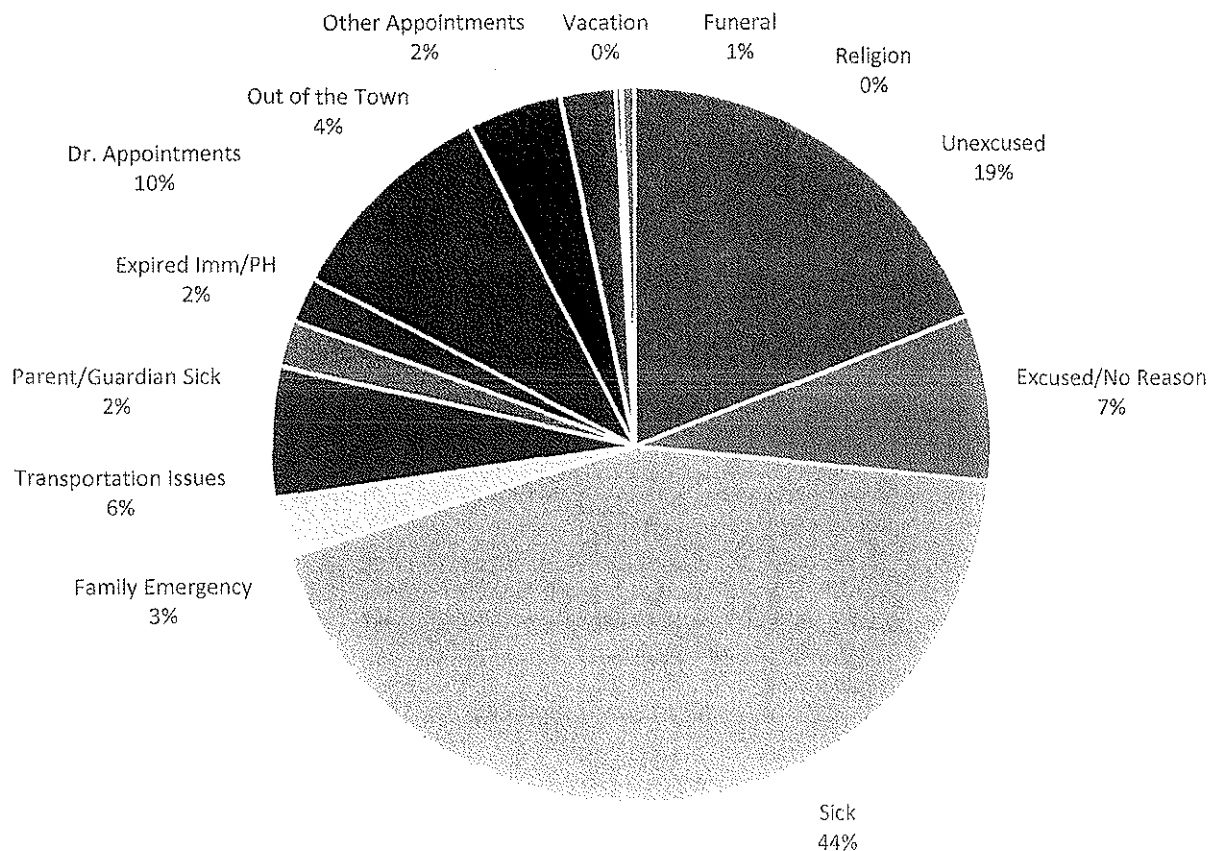
(November 30<sup>th</sup>, 2015) – 92% (16 Operating Days)

### Average Daily Attendance



## ATTENDANCE REASONS

(November 30, 2015)- Total of absences: 1850



## RECRUITMENT EFFORTS PER SITE

Site	# Recruitment Efforts	Summary
Aloma	2	Catholic Charities, GuideWell Emergency Doctors
Bithlo		
Callahan	3	Salvation Army, Ambassador Hotel, Tip Top Nail
Denton Johnson	3	Catholic Charities, GuideWell Emergency Doctors, Town of Eatonville
East Orange	8	Lake Downey Mobile Park, Taco Bell, NCF Union Park, Samaritan Resource Center, LIHEAP Community Action, Publix, Health Department WIC, Health Department Women Health
Engelwood	2	Lexi Laundry, Sporty Cuts Junior Barber
Evans		
Grand Avenue		
Hal P Marston		
John Bridges	3	Park Avenue Child Care and Learning Center, Compass Health Insurance Market Place Florida, Community Health Center
Lila Mitchell		
Maxey		
Orlando Tech	3	Salvation Army, Ambassador Hotel, Tip Top Nail
Pine Hills		
South Orlando YMCA	3	Carlton Arms South Apartments, Esplanade Parks, Andover Place Apartments
Southwood	3	Family Dollar, Rio Bravo D Service Express, Texaco Gas Station
Taft		
Tangelo		
Washington Shores ELC	3	The Village Apartments, NorthBrige Apartment Homes, Bella Capri Apartments
Washington Shores Hope		

## POLICY COUNCIL 2015/2016 COMMITTEE APPOINTMENTS

1. Executive Committee – Dexter Nelson
2. Concerns Committee – Jeneka Lloyd
3. Personnel Committee – Dexter Nelson
4. Planning and Budget Committee – Policy Council
5. Advisory Committee – Marcia Powers
6. Nominating Committee – Ely Ann Ortiz
7. Advocacy and Leadership Committee – Policy Council
8. Standard Operation Procedures Committee – Kimberly Melton
9. Fatherhood/Male Engagement Committee – Dexter Nelson
10. By-Laws Ad Hoc Committee – Kimberly Melton
11. Special Ad Hoc Committee – Assigned as Required

## POLICY COUNCIL MEMBER ROSTER

2015-2016

## EXECUTIVE OFFICERS

SITE	NAME	POSITION	ADDRESS/ZIP	PHONE	EMAIL
Community Rep	Dexter Nelson	CHAIRPERSON	1913 Cricket Dr. Orlando, FL 32808	407-758-1609	<a href="mailto:dexternelsonpc@gmail.com">dexternelsonpc@gmail.com</a>
Community Rep	Jeneka Lloyd	VICE CHAIRPERSON	4686 Barley Street, Orlando, FL 32811	407-485-4793	<a href="mailto:jeneka_lloyd33@yahoo.com">jeneka_lloyd33@yahoo.com</a>
BITHLO	Kassandra Vega	TREASURER	2701 8th Street, Orlando 32820	954-559-4229	<a href="mailto:kass.vega22@gmail.com">kass.vega22@gmail.com</a>
DENTON JOHNSON	Kimberly Melton	Parliamentarian	3711 Shady Grove Circle, Orlando 32810	727-851-4269	<a href="mailto:cupcakedream33@gmail.com">cupcakedream33@gmail.com</a>
WS-ELC	Marcia Powers	SECRETARY	5506 Westfield St. Orlando, FL 32808	407-777-0431	<a href="mailto:mpower_me2@yahoo.com">mpower_me2@yahoo.com</a>

## CURRENT PARENTS

SITE	NAME	POSITION	ADDRESS/ ZIP	PHONE	EMAIL
ALOMA	Leiza Hidalgo Ramos	Representative	10228 Eastern Lake Ave. #103 Bldg 3 Orl 32792	407-680-6880	<a href="mailto:h.ramosleiza@gmail.com">h.ramosleiza@gmail.com</a>
	Catherine Monaros	Alternate	1810 Diamond Drive, Orlando 32807	407-781-7445	<a href="mailto:smervy06@yahoo.com">smervy06@yahoo.com</a>
BITHLO	Kassandra Vega	Representative	2701 8th Street, Orlando 32820	954-559-4229	
	Chelsea Rivet	Alternate	1313 St. Catherine Ave., Christmas 32709	407-591-0360	
CALLAHAN	Kayla Brady	Representative	5330 Yaupon Street, Orlando 32805	954-305-0165	
	Akia Williamson	Alternate	1122 Conley Street #2, Orlando 32805	407-719-8797	
DENTON JOHNSON	Kimberly Melton	Representative	3711 Shady Grove Circle, Orlando 32810	727-851-4269	<a href="mailto:cupcakedream33@gmail.com">cupcakedream33@gmail.com</a>
	Jamesia Atkins	Alternate	115 Bethune Drive, Orlando 32810	407-509-5510	<a href="mailto:atkins.jamesia@yahoo.com">atkins.jamesia@yahoo.com</a>
EAST ORANGE	Charmaine Jobson	Representative	2701 Rivers End Road, Orlando 32817	407-844-0974	<a href="mailto:charmainejobson@yahoo.com">charmainejobson@yahoo.com</a>
	Aida Cruz	Alternate	2011 Scranton Ave. Orlando 32826	407-990-3219	<a href="mailto:cruz-aida@hotmail.com">cruz-aida@hotmail.com</a>
ENGELWOOD	Veronica Gandia	Representative	3889 Atrium Dr., Bldg 40, Orlando 32822	787-529-0771	
	Mirella Pena	Alternate	5443 Pine Trail Way, Orlando 32822	407-914-0453	
EVANS	Wilhere Philistin	Representative	6100 Denson Dr. Orlando, 32808	407-844-3026	
	Daisy Mercado	Alternate	5187 Cinderlane Pkwy, Apr 1401 Orlando 32808	585-435-3493	<a href="mailto:daisyluz_77@yahoo.com">daisyluz_77@yahoo.com</a>
GRAND AVENUE	Geisha Bruno Aponte-Alvarez	Representative	1622 Grand Street, Orlando, 32805	407-888-1045	
	Alexis Allen	Alternate	1019 W. Anderson St., Orlando 32805	407-218-3389	
HAL P. MARSTON	Jacqueline Eugene	Representative	4647 Westgrove Way, Orlando, 32808	407-517-8886	
	Candace Darcuiel	Alternate	5026 Downing Street, Orlando, 32839	407-758-3805	
JOHN BRIDGES	Shaneen Latoya Tayler	Representative	329 Jordan Stuart Cir, Apt 4-211, Apopka 32703	321-961-0136	<a href="mailto:tshaneen@yahoo.com">tshaneen@yahoo.com</a>
	Janie Quiros	Alternate	580 Martin Pl Blvd. Apopka 32712	407-489-3388	<a href="mailto:j.quiras@ymail.com">j.quiras@ymail.com</a>
LILA MITCHELL	Deborah Knighton	Representative	6117 Raleigh St. Apt 610, Orlando 32835	407-923-3416	<a href="mailto:dknighton08@gmail.com">dknighton08@gmail.com</a>
	Elizabeth Algarin	Alternate	5439 Timberleaf Blvd, #0110, Orlando, 32811	407-914-7348	<a href="mailto:lynettealgarin@gmail.com">lynettealgarin@gmail.com</a>
MAXEY	Regina Brown	Representative	14745 Woodard Cove Ct, Winter Garden 34787	407-879-8231	<a href="mailto:reginab80@yahoo.com">reginab80@yahoo.com</a>
	Ivette Ortiz Rosa	Alternate	406 Hagar Drive, Ocoee 34761	407-595-2379	
ORLANDO TECH	China Lowe	Representative	2400 Queensway Road, Orlando 32808	407-591-9847	
	Quagee Gaines	Alternate	3934 WD Judge Dr. Apt 59, Orlando 32808	407-756-8461	
PINE HILLS	Manoucheka Green	Representative	5513 PGA Blvd. Apt 4824, Orlando 32839	407-307-4242	<a href="mailto:manoucheka14@gmail.com">manoucheka14@gmail.com</a>

POLICY COUNCIL MEMBER ROSTER  
2015-2016

SITE	NAME	POSITON	ADDRESS/ZIP	PHONE	EMAIL
	Shannese Anderson	Alternate	7024 Cardinalwood Ct. Orlando, 32818	321-225-2263	shanneseandersonPC@yahoo.com
SOUTH ORLANDO YMCA	Kumarie Deosarran	Representative	6411 Voltaire Drive, Orlando 32809	407-844-6205	kumari05@gmail.com
	Kiarra Pugh	Alternate	7547 Sandlake Point Loop #305, Orlando 32809	407-242-3229	
SOUTHWOOD	Abigail P. Soriano	Representative	5976 Millenia Blvd. Apt 9101, Orlando 32809	407-956-0071	sirena2006@yahoo.com
	Jackie D. Dorvil	Alternate	4444 S. Rio Grande Apt 315A, Orlando 32839	407-860-1535	dorviljackie@aol.com
TAFT	Luz Martines	Representative	1344 Timberbend Circle, Orlando 32824	321-900-6283	luzmig24@hotmail.com
	Jeanette Diaz	Alternate	11528 Grazeley Ct., Orlando 32837	341-325-8417	jeanettediaz329@gmail.com
TANGELO	Sominins Colas	Representative	5219 Dorrington Lane, Orlando 32821	407-617-3316	sunnyjody@gmail.com
	April Forney	Alternate	5348 Deer Creek Dr. Orlando 32821	407-435-3739	aprilf123@yahoo.com
WASHINGTON SHORES ELC	Marcia Powers	Representative	5506 Westfield St., Orlando 32808	407-777-0431	
	Johnnie Williams	Alternate	1000 Goldwyn Ave., Orlando 32805	407-405-9413	
WASHINGTON SHORES HOPE	Rachelle Lacarte	Representative	3041 Herold Drive, Orlando 32805	321-314-6849	
	Algie Alexander	Alternate	3434 Fitzgerald Drive, Orlando 32805	321-557-2105	
COMMUNITY REPRESENTATIVES					
OCBCC REPRESENTATIVE	Victoria Siplin	BCC	201 S. Rosalind Avenue, Orlando, FL 32801	407-836-5351 407-836-5860	district6@ocfl.net
COMMUNITY REPRESENTATIVE	Gail L. Pressley 407-506-9491	COMPANY NAME OR PROFESSION	Career Source Central Florida (H) 1709 Riley Ave. Orlando, FL 32805 (W) 609 N. Powers Dr. Suite # 340 Orlando, FL 32818	407-293-0724 (H) 407-531-1223 X 4738 (W)	gail2000pressley@yahoo.com
COMMUNITY REPRESENTATIVE	Katie Lynn Schwartz	COMPANY NAME OR PROFESSION	OCPS-WS Primary Learning Center (H) 2500 Bruton Blvd. Orlando, FL 32805 (W) 2500 Bruton Blvd. Orlando, FL 32805	716-572-1077 (H)	katie.ohara@ocps.net
COMMUNITY REPRESENTATIVE	Ely Ann Ortiz	Past Parent	10738 Savannah Wood Court, Orlando, FL 32832	407-982-9693	ortely@gmail.com
COMMUNITY REPRESENTATIVE	Dexter Nelson	Past Parent	1913 Cricket Dr. Orlando, FL 32808	407-758-1609	dexternelsonpc@gmail.com
COMMUNITY REPRESENTATIVE	Jeneka Lloyd	Past Parent	4686 Barley Street, Orlando, FL 32811	407-485-4793	jeneka_lloyd33@yahoo.com
COMMUNITY PARTNER	Percy Snyder	4C	Community Coordinated Care for Children, Inc. (4C) 3500 W Colonial Drive Orlando, FL 32808	407-532-4296	psnyder@4cflorida.org



ORANGE COUNTY GOVERNMENT  
HEAD START  
POLICY COUNCIL MEETING  
MINUTES

1768 East Michigan Street  
ORLANDO, FL 32806  
NOVEMBER 19, 2015



**Call to Order:** Dexter Nelson, Chairperson 6:42 pm.

**Roll Call:** Kassandra Vega- Bithlo Representative

Chairperson Nelson established a quorum

<u>Name</u>	<u>Center</u>	<u>Classification</u>
Leiza Ramos	Aloma	Representative
Catherine Monaros	Aloma	Representative
Kassandra Vega	Bithlo	Representative
Akia Williamson	Callahan	Alternate
Kimberly Melton	Denton Johnson	Parliamentarian
Charmaine Jobson	East Orange	Representative
Wilhere Philistin	Evans	Representative
Alexis Allen	Grand Avenue	Alternate
Jacqueline Eugene	Hal P. Marston	Representative
Janie Quiros	John Bridges	Alternate
Deborah Knighton	Lila Mitchell	Representative
Regina Brown	Maxey	Representative
China Lowe	Orlando Tech	Representative
Manouchecka Green	Pine Hills	Representative
Kumarie Deossarran	South Orlando YMCA	Representative
Kiarra Pugh	South Orlando YMCA	Alternate
Abigail Soriano	Southwood	Representative
Luz Martines	Taft	Representative
April Forney	Tangelo	Alternate
Marcia Powers	Washington Shores ELC	Secretary
Rachelle LaCarte	Washington Shores Hope	Representative
Dexter Nelson		Past Parent/Chairman
Jeneka Lloyd		Past Parent/Vice Chair
Ely Ann Ortiz		Community Rep
<u>Excused</u>	<u>Center</u>	<u>Classification</u>
Comm. Victoria Siplin	Commissioner	OCBCC Representative
Katie Lynn Schwartz	OCPS	Community Rep
Gail Pressley	Career Source	Community Rep
<u>Visitor</u>		
Kayo William		
<u>Staff</u>		
Helen Hill	Main Office	Sr. Program Manager
Sonya Hill	Main Office	Head Start Manager

Ray Carmichael	Main Office	Program Manager
Pedro Berrios	Warehouse	Warehouse Specialist
Xeix Colon	Main Office	Sr. CSW
Colette Johnson- Thomas	Main Office	Sr. CSW
Sandra Moore	Main Office	Administrative Assistant
Raquel Sapeg	Main Office	Quality Assurance Coordinator
Avis McWhite	Main Office	Sr. Program Manager
Ana Sepulveda	East Orange	Center Supervisor
Tara Ewing	WS @ the Hope	Center Supervisor
Toja Burton	East Orange	CSW
Tambra Jackson	Pine Hills	Center Supervisor
Dina Mathews	Hal P. Marston	Center Supervisor
Teresa Williams	Main Office	Field Ops Supervisor
Shauna Kirby	Main Office	QA Coordinator
Ashley Gay	Main Office	QA Coordinator

**Child Care Staff**

Polly Boulter	Washington Shores HOPE	Teacher Assistant
Felicia Williams	Washington Shores @ the Hope	

Amendments to the Agenda:

Under new Business Add:

1. Committee Chair Appointments
2. Fatherhood Breakfast Update
3. ERSEA Report
4. Make- up Program Governance Training
5. STEM Robot Demonstration
6. Ideas for Upcoming Events

**Chairperson Nelson requested a motion to adopt the agenda**

Motion: Alexis Allen, Grand Avenue, Alternate  
 Seconded: Charmaine Jobson, East Orange, Representative  
 Status: The motion was carried with no objections

**Secretary Report** – p. 8 Review on your own

**Chairperson Nelson requested a motion to adopt the Secretary's Report:**

Motion: Kassandra Vega, Bithlo, Representative  
 Seconded: Alexis Allen, Grand Avenue, Alternate  
 Status: The motion was carried with no objections

## **Service Area Reports**

**Human Resources Report** for October delivered by Helen Hill. Ms. Hill distributed the listing for:

Seeking approval to fill the following positions with approved applicants;

1 Assistant Nutrition Coordinator

6 Teacher Assistant

2 Teacher Aide

1 Center Supervisor

2 On-Call Substitute

Ms. Hill also reported on; Separation from employment, Promotions, and Openings /Vacancies

Ms. Sonya Hill related the requirements for

Teacher - Bachelor's Degree in Early Childhood or a related field

Teacher Assistant requires CDA. Teacher Aide – 6 months of child care experience with 18 months to receive their CDA. CSWs require a Bachelor's Degree in Social Services field

All applicants are screened by HR for their qualifications and only send those applications who meet all the criteria. Credential requirements are set by the Federal Government

### **Chairperson Nelson requested motion to approve HR Report by Helen Hill**

Motioned: Kumarie Deosarran, South Orlando YMCA, Representative

Seconded: Charmaine Jobson, East Orange, Representative

Status: Motion was carried with no objections

### **Budget Report** delivered by Ray Carmichael, Fiscal Program Manager

Mr. Carmichael highlights from the 425 Report for last fiscal year. Notice of Award. The final report is forthcoming in December 2015. The budget has already been voted on and approved but if the Policy Council board has any questions feel free to call Ray Carmichael.

### **Head Start Division Manager Report:** Presented by Sonya Hill, Division Manager.

Ms. Hill complimented the board for their participation at the meeting. This is the best attended meeting thus far. She encouraged all to keep up the enthusiasm and guaranteed them that this will be a great experience for them. Their voting will benefit every center not just their child's center.

\*\* Notice of Award was received allowing us to operate our program for the next 5 years. We must still submit narrative application and budget on a yearly basis.

\*\* The Governance Screener and Health and Safety Screeners were completed. We are in compliance with all areas. We are looking for a licensed attorney to be a community representative. This way the Policy Council can reflect our Governing Board.

\*\* On October 24<sup>th</sup> there was a Staff training that covered Child abuse and neglect reporting.



\*\* Orange County Head Start has been approved to hire an LPN and a Maintenance Tech. We have several training coming up. Jeneka Lloyd will be attending sessions in California. Commissioner Siplin sends her thank you for all who volunteered at her event last night.

**New Business:**

\*\* Orange County School Readiness Goals– Presented by Eileen Orleman, Education Coordinator

5 Main Goals are #1-Perceptual, Motor & Physical Development, #2-Social & Emotional, #3- Approaches to Learning, #4-Language and Literacy, and #5- Cognition: Mathematic Development & Scientific Reasoning

\*\* Health and Safety Screenings – Presented by Ashley Gay, Raquel Sapeg, and Shauna Kirby QA Coordinator

They explained the monitoring requirements from the Office of Head Start. We completed those items well in advance of the mandatory time frame. We also exceed the number of monitoring requirements. Maintenance of classrooms and equipment, and playground maintenance are among the areas that are checked and there were minor findings in those areas.

Every center has their monitoring reports on site and parents may ask to see them at their center. Parents are able to report anything they see that needs fixing to the Center Manager.

\*\* SOPs – Reported by Shauna Kirby, QA Coordinator

Kimberly Melton, Parliamentarian, will begin attending the SOP meetings in the Head Start Main Office. Ms. Kirby summarized the SOPs. Some are revisions and some are new. Jeneka Lloyd asked; who do the SOPs apply to? Ms. Kirby answered that they apply to the staff to ensure they are operating based on the expectations of management. Ms. Charmaine Jobson asked; how is it possible to diagnose problems in children so young? Ms. Sonya Hill pointed out that there are in fact screenings in place that will diagnose mental, emotional or learning disabilities at a very early age. Mr. Dexter Nelson brought out that any member of the Policy Council is free to attend the SOP meetings at the main office which occurs the first Wednesday of every month from 10:00 – 12:00

**Chairperson Nelson requested a motion to approve the SOPs**

Motioned: Jacqueline Eugene, Hal P. Marston, Representative

Seconded: Jeneka Lloyd, Community Representative

Motion accepted and approved with no objections

**ERSEA Report by Xeix Colon, Senior CSW**

Approve the selection criteria for the upcoming year. The Office of Head Start requires that we update our selection criteria every year. Ms. Colon went through the Selection Criteria for 2016/2017. Categories A thru I are; Age, Categorically Eligible/Income, Disability, 2015/2016 Waiting List Child, Family Crisis/At Risk, Other Factors, Parental Status, Agency Referral, and Health.

**Chairperson Nelson requested a motion to approve the new Selection Criteria**

Motioned: Abigail Soriano, Representative, Southwood

Seconded: Kimberly Melton, Parliamentarian, Denton Johnson

Motion accepted and approved with no objections

Committee Assignments reported by Dexter Nelson

Mr. Nelson named those in charge of the different committees operated under the Policy Council umbrella.

Fatherhood breakfast will take place on December 5, 2015 at the East Orange campus. Mr. Nelson encouraged all to invite as many males as possible to benefit from this event.

Jeneka Lloyd mentioned that May 7, 2016 will host a Mothers event.

Make up for Governance training needs to be held for those who did not make the original training. Most said the weekend is best for them so Ms. H. Hill said we will probably go with December 12<sup>th</sup>. Breakfast and lunch will be provided as well as child care. Ms. Hill said everyone can come back for as a training review.

Ms. Sonya Hill and Jeneka Lloyd praised the attendees for coming out. This was the best turn out we have ever had at a Policy Council meeting. They encouraged all to keep up the good work.

ADA Report: 11 Sites made the 92%. Grand Avenue was #1 with 96%. They will get the coveted trophy for the month.

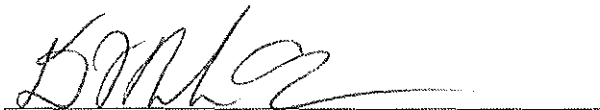
Jeneka Lloyd mentioned Commissioner Siplin toy drive at Barnett Park on December 19, 2015 only for people who registered but you may volunteer.


**Chairperson Nelson requested a motion to adjourn the meeting**

Motion: Marcia Powers, Secretary, Washington Shores/ELC

Second: Charmaine Jobson, Representative, East Orange

Meeting Adjourned at 8:39 p.m.

  
Signature

  
Date

**NEXT POLICY COUNCIL MEETING  
THURSDAY, December 17, 2015  
GOV- Great Oaks Village Dining Hall  
1768 E. MICHIGAN STREET  
ORLANDO, FL 32806  
6:30 pm**



Interoffice Memorandum

AGENDA ITEM

December 16, 2015

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

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

FROM: Lavon B. Williams, Manager, Esq., AICP  
Neighborhood Preservation and Revitalization Division

SUBJECT: Consent Agenda Item – January 26, 2016  
November 2015 Business Assistance for Neighborhood Corridors  
(BANC) Program Grant Recipients

The Neighborhood Preservation and Revitalization Division administers the Business Assistance for Neighborhood Corridors (BANC) Program which coordinates Orange County services for economic development in targeted corridors. On March 20, 2012 the Board approved the BANC Program to revitalize once thriving commercial corridors that suffer from a lack of investment and are deficient of financial support. The BANC Program reimburses businesses up to \$10,000 for costs associated with improving or opening a business. Some of the allowable projects are a conventional rezoning, submittal fees for commercial projects, demolition costs, bringing a structure up to code, and/or façade improvements to the structure.

Businesses applying to the BANC Program must attend an informational session about the program and submit an application with three quotes. All applications are reviewed by a Business Assistance Team made up of staff from relevant Orange County Divisions. The staff reviews the applications based on project feasibility, benefit to the community, and to ensure the project complies with Orange County's Urban Design Standards, permitting requirements, and appropriate Orange County Codes. Once the project is complete, the business must demonstrate that payment has been made to the vendor before a reimbursement check is issued from Orange County.

The staff recommends approval of the Soiree Event and Conference Center grant application dated December 2015 (see Attachment A). The applicant must adhere to the BANC Program Design Guidelines.

**Action Requested: Approval of the December 2015 Business Assistance for Neighborhood Corridors Program Grant for Soiree Event and Conference Center (\$5,000). District 6.**

c: Jason Reynolds, AICP, Neighborhood Preservation and Revitalization Division

## Business Assistance for Neighborhood Corridors Program Profile

Business Name: Soiree Event and Conference Center  
6394 Silver Star Rd, Orlando, FL 32818

Request Amount: \$5,000

Commission District 6: Victoria Siplin

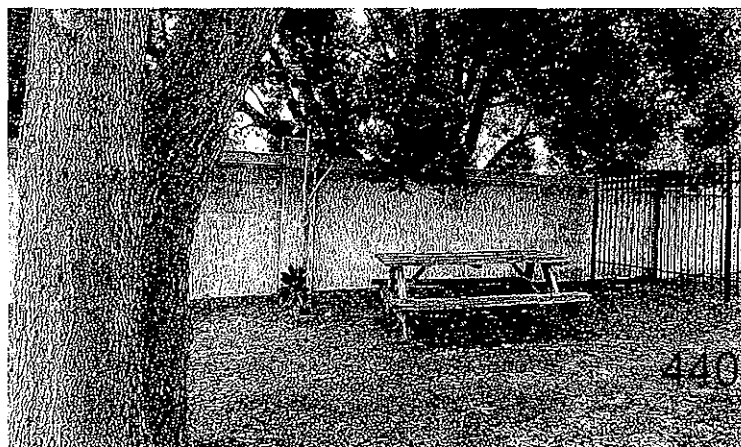
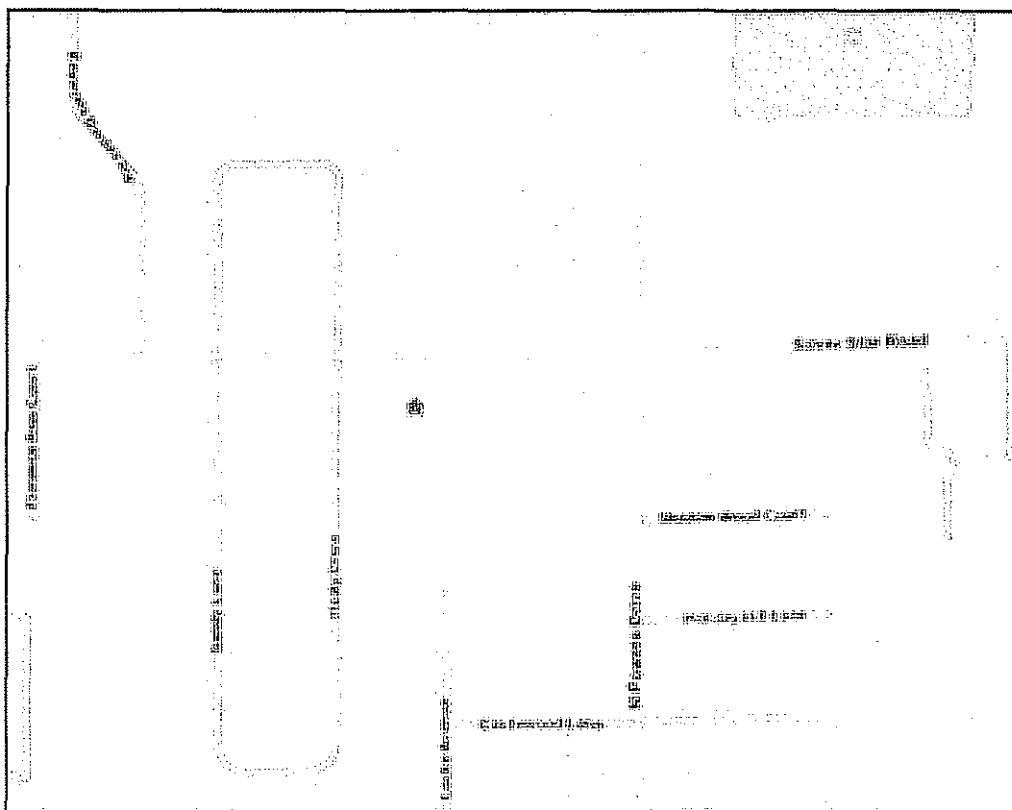
Total Project Cost: \$5,000

Municipality Jurisdiction: Unincorporated Orange County

Project Type: Add handicap ramps  
and refurbish outdoor seating area

Owner/Renter: Owner

**Summary:** The business would like to add handicap ramps and refurbish outdoor seating area.






ORANGE COUNTY FL

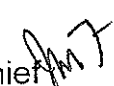
P.O. Box 5879  
Winter Park, Florida 32793  
407-836-9000  
orangecountyfl.net


I. CONSENT AGENDA  
FIRE RESCUE DEPARTMENT  
1

January 9, 2016

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

THROUGH: Dr. George Ralls   
Deputy County Administrator

FROM: James Fitzgerald, Deputy Fire Chief   
Fire Rescue Department

CONTACT: Mike Wajda, Division Chief, Operations 

SUBJECT: **January 26, 2016 – Consent Agenda**  
2015 State Homeland Security Grant Program, CFDA 97.067,  
Subrecipient Agreement for Expenditure of Local Government  
Unit Funding for Florida

The Orange County Fire Rescue Department is requesting approval of State Homeland Security Grant Program, CFDA 97.067 Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida, for the Orange County Fire Rescue Hazmat Team in the amount of \$92,873. There is no local match required.

Per Attachment A, Proposed Program Budget, the grant money shall be divided as follows:

1. Funding in the amount of \$24,873 for HazMat sustainment and maintenance of equipment to continue participation as a local and regional responder, and in case of declared emergency, a State of Florida Response Asset.
2. Funding in the amount of \$68,000 for HazMat Critical Needs to replace outdated monitor technology allowing us to continue participation as a local and regional responder, and in case of a declared emergency, a State of Florida Response Asset.

**ACTION REQUESTED:** Approval of Federally-Funded Subgrant Agreement Contract Number: 16-DS-T9-06-58-01-\_\_\_\_, CFDA Number 97.067 between the State of Florida, Division of Emergency Management and Orange County in the amount of \$92,873. There is no local match required.

c: Ajit Lalchandani, County Administrator

**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</u>
Sub-Recipient's unique entity identifier (DUNS):	<u></u>
Federal Award Identification Number (FAIN):	<u>EMW-2015-SS-00083-S01</u>
Federal Award Date:	<u>9/01/2015</u>
Subaward Period of Performance Start and End Date:	<u>Date of Execution – 12/31/2016</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$92,873</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient:	<u></u>
Total Amount of the Federal Award:	<u>\$20,690,584</u>
Federal award project description (see FFATA):	<u>See Article I, Agreement Articles:</u> <u>EMW-2015-SS-00083</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security/FEMA</u>
Name of pass-through entity:	<u>FI Div. of Emergency Management</u>
Contact information for the Pass-through entity:	<u>2555 Shumard Oak Blvd.</u> <u>Tallahassee, FL 32399-2100</u>

CFDA Number and Name:

97.067 Homeland Security Grant

Program

Whether the award is Research & Development:

No (N/A)

Indirect cost rate for the Federal award:

32.78%



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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", 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:

Joshua Bradt

2555 Shumard Oak Blvd.

Tallahassee, FL

Telephone: (850) 922-1747

Fax: (850) 922-8689

Email: Joshua.bradt@em.myflorida.com

b. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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 upon execution by both parties and shall end on **December 31, 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 Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$92,873**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. 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.

f. 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."

g. 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.

h. 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.

i. 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.

- j. 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 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](mailto: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](mailto: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 closeout reports shall be due no later than August 31, 2018, regardless of the time extension 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 A (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 Attachment A, Budget and Attachment B, Scope of Work 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:** Orange County

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

Name and Title: \_\_\_\_\_

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

FID# \_\_\_\_\_

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: \_\_\_\_\_

## 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: Homeland Security Grant Program 97.067

Award amount: **\$92,873**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 215, 252, 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 Department of Homeland Security 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

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.

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>.

The **transfer of funds between the categories** listed in the "Proposed Program Budget" **is permitted**. However, the **transfer of funds between Issues is strictly prohibited**.

Grant	Sub-recipient Agency	Category	Amount Allocated
FY 2015 - State Homeland Security Grant Program	Orange County	HazMat Sustainment – Issue 6	\$24,873
		HazMat Critical Needs – Issue 7	\$68,000
Total Award		\$92,873	

## 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)				
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 <a href="http://beta.fema.gov/authorized-equipment-list">http://beta.fema.gov/authorized-equipment-list</a> .	Quantity	Unit Cost	Total Cost	Issue Number
Personal protective equipment				
Trelleborg TLU/ Tychem SL 01VT-01-ENSM	4	\$850.00	\$3400.00	6
Explosive device mitigation and remediation equipment				
CBRNE operational search and rescue equipment				
Information technology				
Cyber security enhancement equipment				
Interoperable communications equipment				
Detection Equipment				
GAS ID 07CD-01-DPIR	1	\$68,000.00	\$68,000.00	7
AP2C - Detector Maintenance 07CD-01-DPPF	1	\$500.00	\$500.00	6
AP4C - Detector Maintenance 07CD-01-DPPF	1	\$500.00	\$500.00	6
CDS Kit - Colormetric Tube, CD Set I 07CD-01-KCTC	4	\$202.00	\$808.00	6
CDS Kit - Colormetric Tube, CD Set V 07CD-01-KCTC	4	\$202.00	\$1,600.00	6
LCD 3.3 - Maintenance Contract 07CD-01-DPSI	2	\$800.00	\$480.00	6
M256 - M256 Kit 07CD-01-M256	3	\$160.00	\$5,267.00	6
MSA Safesite - 1 Year Maintenance Agreement 07CD-01-DPMG	1	\$5,267.00	\$4,750.00	6
Raman Spectroscopy - meter maintenance 07CD-01-DPRS	1	\$4,750.00	\$5,500.00	6
Smiths Detection, GasID - Service 07CD-01-FTIR	1	\$5,500.00	\$808.00	6
TVA1000B - Hydrogen Cylinder 07CD-01-DPFI	2	\$630.00	\$1260.00	6
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				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
TOTAL EXPENDITURES				\$92,873

## 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 Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2015 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

#### I. Issue and Project Description

**Issue 6** - Supports the sustainment of equipment for the 19 approved Type I CBRNE Capable Hazardous Materials Teams across the state.

**Issue 7** - Supports the build out of critical needs equipment for 8 of the approved Type I CBRNE Capable Hazardous Materials Teams across the state.

#### II. Categories and Eligible Activities

FY2015 allowable costs are divided into the following categories: **Equipment** is an allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

##### A. Equipment Acquisition

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 <http://beta.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's the period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The sub-recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2)

hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The sub-recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The sub-recipient shall notify the FDEM Office of Domestic Preparedness at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The sub-recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

The sub-recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDEM.

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida 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.

#### **B. Procurement**

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida 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.

**C. 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.

**Unallowable Costs (SHSP, UASI and OPSG)**

Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP.

**D. Reporting Requirements**

**1. Quarterly Programmatic Reporting:**

The Quarterly Programmatic Report is due within 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

**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.

**E. Programmatic Point of Contact**

<b>Contractual Point of Contact</b>	<b>Programmatic Point of Contact</b>
Joshua Bradt FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 922-1747 joshua.bradt@em.myflorida.com	Owen Roach FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-1599 owen.roach@em.myflorida.com

**F. 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

**State Homeland Security Program (SHSP):** SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

**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://beta.fema.gov/authorized-equipment-list>. 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 A 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"/> <b>ADVANCE REQUESTED</b>  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.
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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> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<u>For example</u> <b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**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)

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## 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 the course DHS approved?
- ☐ 2. Is there a course or catalog number? If not, has FDEM approved the non-DHS 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 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](mailto: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 CONTACT(S)—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. 1008, 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, 12935, 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. 3701-3708). 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. 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 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 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



# ORANGE COUNTY I

P.O. Box 5879  
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orangecountyfl.net

## I. CONSENT AGENDA FIRE RESCUE DEPARTMENT

2

January 9, 2016

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

THROUGH: Dr. George Ralls  
Deputy County Administrator

FROM: James Fitzgerald, Deputy Fire Chief  
Fire Rescue Department

CONTACT: Mike Wajda, Division Chief, Operations

SUBJECT: **January 26, 2016 – Consent Agenda**  
2015 State Homeland Security Grant Program, CFDA 97.067,  
Subrecipient Agreement for Expenditure of Local Government  
Unit Funding for Florida

The Orange County Fire Rescue Department is requesting approval of State Homeland Security Grant Program, CFDA 97.067 Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida, for the Florida Urban Search & Rescue (US&R) Task Force 4 in the amount of \$178,020. There is no local match required.

Per Attachment A, Proposed Program Budget, the grant money shall be divided as follows:

1. Funding in the amount of \$178,020 for USAR Training to sustain the current level of response As a Type II Urban Search and Rescue team, as well as continuing to develop current and future team member's level of qualifications.

The Florida US&R Task Force 4, by way of this agreement, will continue to receive equipment, goods, and supplies, and will maintain readiness for emergency response as specified in this Agreement.

**ACTION REQUESTED:** Approval of Federally-Funded Subgrant Agreement Contract Number: 16-DS-T9-06-58-01-\_\_\_\_, CFDA Number 97.067 between the State of Florida, Division of Emergency Management and Orange County in the amount of \$178,020. There is no local match required.

c: Ajit Lalchandani, County Administrator

Contract Number: 16-DS-T9-06-58-01-

### 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</u>
Sub-Recipient's unique entity identifier (DUNS):	_____
Federal Award Identification Number (FAIN):	<u>EMW-2015-SS-00083-S01</u>
Federal Award Date:	<u>9/01/2015</u>
Subaward Period of Performance Start and End Date:	<u>Date of Execution – 12/31/2016</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$178,020</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient:	_____
Total Amount of the Federal Award:	<u>\$20,690,584</u>
Federal award project description (see FFATA):	<u>See Article I, Agreement Articles:</u> <u>EMW-2015-SS-00083</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security/FEMA</u>
Name of pass-through entity:	<u>FI Div. of Emergency Management</u>
Contact information for the Pass-through entity:	<u>2555 Shumard Oak Blvd.</u> <u>Tallahassee, FL 32399-2100</u>



CFDA Number and Name:

97.067 Homeland Security Grant  
Program

Whether the award is Research & Development:

No (N/A)

Indirect cost rate for the Federal award:

32.78%

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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", 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:

Joshua Bradt

2555 Shumard Oak Blvd.

Tallahassee, FL

Telephone: (850) 922-1747

Fax: (850) 922-8689

Email: Joshua.bradt@em.myflorida.com

b. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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 upon execution by both parties and shall end on **December 31, 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 Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$178,020**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. 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.

f. 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."

g. 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.

h. 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.
- i. 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.

- j. 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 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](mailto: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](mailto: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 closeout reports shall be due no later than August 31, 2018, regardless of the time extension 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 A (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 Attachment A, Budget and Attachment B, Scope of Work 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 I 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:** Orange County

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

Name and Title: \_\_\_\_\_

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

FID# \_\_\_\_\_

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: \_\_\_\_\_

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: Homeland Security Grant Program 97.067  
Award amount: **\$178,020**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 215, 252, 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 Department of Homeland Security 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

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.

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>.

The ***transfer of funds between the categories*** listed in the "Proposed Program Budget" ***is permitted***. However, the ***transfer of funds between Issues is strictly prohibited***.

Grant	Sub-recipient Agency	Category	Amount Allocated
FY 2015 - State Homeland Security Grant Program	Orange County	USAR Training – Issue 15	\$178,020
Total Award		\$178,020	

## 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.

<b>FY2015 Budget Detail Worksheet– Eligible Activities (Not limited to activities below)</b>				
<b>Allowable Training Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Issue Number</b>
Developing, Delivering, and Evaluating Training				
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.	55	920	50,600	15
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.				
Training Workshops and Conferences				
Confined Space Technician CA-041-RESP	2	300	600	15
All-Hazards Communications Technician (COMT) Specialist course (includes hotel, travel and per-diem) G&T request 10-15987	2	900	1800	15
FEMA US&R curriculum Planning Team Training Course includes tuition, hotel, travel and per-diem - No specific G&T number. Course will follow FEMA Curriculum	3	1933.33	5800	15
FEMA US&R curriculum Heavy Equipment and Rigging (HERS) Training Course. Includes tuition, hotel, travel and per-diem No specific G&T number. Course will follow FEMA Curriculum.	2	2100	4200	15
Structural Collapse Technician KS-001-RESP	4	1520	6080	15
Structural Collapse Operations OH-003-RESP	4	550	2200	15
HM 24 Hours Operations MI-002-RESP	8	500	4000	15
Wide Area Search PER-213, hotel, travel and per-diem only	10	270	2700	15
Confined Space Operations MO-001-RESP	1	350	350	15
Trench Rescue Technician MO-005-RESP	4	300	1200	15
Rope Rescue Operations OK-004-RESP	4	410	1640	15
Rope Rescue Technician OK-05-RESP	4	450	1800	15
FEMA US&R curriculum Technical Search Specialist LA-001-RECV Includes tuition, hotel, travel and per-diem	3	2300	6900	15
Vehicle Machinery Rescue Course, G&T Request 10-15997	7	650	4550	15
FEMA US&R curriculum Disaster Logistics Specialist LA-001-RESP To be hosted by FL-TF4 in Orlando	1	30,000	30,000	15
FEMA US&R curriculum Disaster Canine Search Specialist G&T request 10-15986 To be hosted by FL-TF4 in Orlando area	1	30,000	30,000	15
FEMA US&R curriculum Disaster Medical Specialist TX-003-RESP Includes tuition, hotel, travel and per-diem	6	3933.33	23,600	15
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				
<b>TOTAL TRAINING EXPENDITURES</b>			<b>\$178,020</b>	
<b>Eligible Equipment Acquisition Costs</b> 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 <a href="http://beta.fema.gov/authorized-equipment-list">http://beta.fema.gov/authorized-equipment-list</a> .	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Issue Number</b>
Personal protective equipment				
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				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
<b>TOTAL EXPENDITURES FOR ALL CATEGORIES</b>			<b>\$178,020</b>	

## 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 Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2015 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

#### I. Issue and Project Description

**Issue 15** - Supports training and exercises for the specialized USAR teams.

#### II. Categories and Eligible Activities

FY2015 allowable costs are divided into the following categories: **Training and Equipment** are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

##### A. Allowable Training Related Costs

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have or access and functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-recipients are encouraged to use existing training rather than developing new courses. When developing new courses, sub-recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation model of instructional design using the *Course Development Tool*.

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities
- Full- or part-time staff or contractors/consultants
- Travel



- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduct of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Interoperable communications training

#### **Additional Training Information**

Per DHS/FEMA Grant Programs Directorate Policy *FP 207-008-064-1, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on September 9, 2013, states, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses.

DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, sub-recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the *NTED Responder Training Development Center (RTDC)* website.

**DHS/FEMA Provided Training.** These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

**Approved State and Federal Sponsored Course Catalogue.** This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at <http://www.firstrespondertraining.gov>.

**Training Not Provided by DHS/FEMA.** These trainings includes courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and

recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at <http://www.firstrespondertraining.gov>.

**Training Information Reporting System ("Web-Forms").** Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2015 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin> in order to support grantees in their own tracking of training.

**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.

#### **B. Equipment Acquisition**

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 <http://beta.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's the period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The sub-recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The sub-recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The sub-recipient shall notify the FDEM Office of Domestic Preparedness at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The sub-recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

The sub-recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDEM.

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida 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.

#### **C. Procurement**

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida 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.

#### **Unallowable Costs (SHSP, UASI and OPSG)**

Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP.

#### **E. Reporting Requirements**

##### **1. Quarterly Programmatic Reporting:**

The Quarterly Programmatic Report is due within 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

**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.

**F. Programmatic Point of Contact**

Contractual Point of Contact	Programmatic Point of Contact
Joshua Bradt FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 922-1747 joshua.bradt@em.myflorida.com	Owen Roach FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-1599 owen.roach@em.myflorida.com

**G. 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

**State Homeland Security Program (SHSP):** SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

**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://www.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.

**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://beta.fema.gov/authorized-equipment-list>. 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 A 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"/> <b>ADVANCE REQUESTED</b>  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)

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## 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 sign-up 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 the course DHS approved?
- ☐ 2. Is there a course or catalog number? If not, has FDEM approved the non-DHS 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 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](mailto: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 CONTRACTS—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. 103, 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" (36 FR 12319, 12335, 3 CFR Part. 1964-1965 Comp., p. 329), 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 3146-3149) as supplemented by Department of Labor regulations (29 CFR Part 3, "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. 3143), 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 subcontractor 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. 3701-3708). 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. 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 1286 Comp., p. 189) and 12689 (3 CFR Part 1969 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



## Interoffice M

I. CONSENT AGENDA  
HEALTH SERVICES DEPARTMENT  
1

AGENDA ITEM

January 14, 2015

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", written over a horizontal line.

SUBJECT: Correction Health Services Employment Agreement - Robert J. Buck, D.O.  
**Consent Agenda – January 26, 2016**

It is my pleasure to inform you of the continued employment of Robert J. Buck, D.O., in the position of the Corrections Health Services Medical Director. In this position, Dr. Buck oversees and assumes direct responsibility for the medical service delivery system and the performance of physicians and Advanced Registered Nurse Practitioners at Corrections Health Services.

Dr. Buck is a graduate of the West Virginia School of Osteopathic Medicine. He is Board Certified in Family Practice, having completed his residency training at Florida Hospital. After residency, he served as a physician in the U.S. Air Force, achieving the rank of Major. Dr. Buck is an experienced and well-respected clinician who has the clinical expertise and leadership skills to succeed as the Corrections Health Services Medical Director.

It is our mutual desire to continue Dr. Buck's employment with Orange County Government. This agreement establishes the duties and responsibilities of the Corrections Health Services Medical Director and provides a means for termination of those services by either party, but it does not increase Dr. Buck's current compensation or affect his current benefits.

**ACTION REQUESTED:**

Approval of Orange County Health Services Department Physician Employment Agreement by and between Orange County and Robert Buck, D.O., for the position of Medical Director, Corrections Health Services effective February 21, 2016. **(Health Services Department)**

CH:sb

Attachments

Cc: Ajit Lalchandani, County Administrator  
George A. Ralls, M.D., Deputy County Administrator  
Robert Buck, D.O., Medical Director, Corrections Health Services Division



**ORANGE COUNTY HEALTH SERVICES DEPARTMENT  
PHYSICIAN EMPLOYMENT AGREEMENT**

This Agreement (the "Agreement") is made and entered into by and between Orange County, a charter county and political subdivision of the State of Florida, hereinafter referred to as "County," and Robert Buck, D.O., hereinafter referred to as "Employee."

**Recitals**

**WHEREAS**, Employee has demonstrated, and agrees that he shall continue to demonstrate throughout the term of this Agreement, through his professional education, experience and job performance, the level of professional and administrative competency desired by Orange County Health Services Department ("OCHSD") for the position of Medical Director, Corrections Health Services, Job Code 4076, Pay Grade 055 (Medical Director, CHS); and

**WHEREAS**, Employee further agrees to comply with all State of Florida licensure requirements and any other qualification criteria established by the County during the term of this Agreement; and

**WHEREAS**, OCHSD is desirous of employing the Employee as its Medical Director, CHS; and

**WHEREAS**, Employee has indicated his desire to accept the responsibilities required of a Medical Director, CHS and to render specific performance to OCHSD of those responsibilities as a Medical Director, CHS; and

**WHEREAS**, both County and Employee believe it would be mutually beneficial to have a contract of employment between County and Employee, setting forth the agreements and understandings between them.

**NOW, THEREFORE**, in consideration of the following mutual covenants and promises, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Employee agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. **Employment.** County hereby employs Employee as a Medical Director, CHS. Employee hereby accepts such employment upon the terms and conditions set forth in this Agreement.
3. **Term.** The term of the Agreement shall begin February 21, 2016, and shall continue until February 20, 2020, unless terminated earlier in accordance with Section 7 of this Agreement.
4. **Duties.** Employee shall perform all duties imposed by the OCHSD for a Medical Director, CHS, including, but not limited to, those duties required of a Medical

Director, CHS by applicable laws, ordinances, regulations and policies, as well as other legally permissible and proper duties Employee is directed to perform by OCHSD or the County. Employee also shall comply with the County's policies and procedures, as well as any policy and procedures of Orange County Health Services Department and the Orange County Corrections Department.

5. **Compensation and Evaluation.** County shall compensate Employee on an annual salary basis, with a starting salary equal to \$101.70 per hour. Employee is exempt from the overtime provisions of the Fair Labor Standards Act, and shall not be eligible for overtime compensation for time worked in excess of forty (40) hours each week. Compensation shall be paid in the same form and fashion as salary payment is made to regular employees. County shall be responsible for payment of its FICA obligations. Employee shall be entitled to salary increases, if authorized, in accordance with the guidelines established for County's regular employees.

The Health Services/EMS Director shall evaluate the performance of Employee annually, in the same manner as other County employees.

6. **Benefits.** Employee shall receive paid County holidays and leave days in the same form and fashion as regular employees in County service. Employee shall be eligible to participate in all insurance and benefits related programs as those extended to regular County employees. Contributions shall be made on Employee's behalf to the Florida State Retirement System in the same form and fashion as regular County employees.

The County agrees to pay dues for Employee's membership in appropriate organizations approved by the Health Services/EMS Director when such memberships would be beneficial to the County.

7. **Termination of Employment.** This Agreement may be terminated early as follows:
  - (a) **By the Director of the Health Services Department without Cause.** The Health Services/EMS Director may declare this Agreement terminated at any time, upon ninety (90) days written notice, with that notice being delivered no fewer than ninety (90) days before the date of termination. The Health Services/EMS Director, in his sole discretion, may determine whether Employee shall continue working during the ninety (90) day notice period, or may issue ninety (90) days' pay in lieu of notice
  - (b) **By Employee.** Employee may terminate this Agreement at any time, but only after providing written notice to the Health Services/EMS Director of his

intent to terminate, with that notice being delivered no fewer than ninety (90) days before the date of termination.

Employee understands and acknowledges that each scheduled workday that he fails to work during the ninety (90) day notice period shall be charged against his accumulated personal or term leave balance or unpaid leave as appropriate.

- (c) **By the Health Services/EMS Director Department for Cause.** The Health Services/EMS Director may terminate this Agreement, without notice, for cause. The following shall constitute cause: (i) loss or suspension of Employee's medical license, or other administrative or legal action affecting Employee's ability to practice medicine in Florida; (ii) commission of a felony or other crime involving moral turpitude by Employee; (iii) Employee engaging in conduct damaging the reputation of the County; (iv) Employee failing to follow the express instruction of the Health Services/EMS Director or his designees or otherwise being insubordinate; and (v) breach of this Agreement by Employee as defined in subsection (e) below.
- (d) **Termination Due to Death or Disability.** Employee's employment shall terminate automatically upon his death or disability. If Employee's employment is terminated due to death, the obligation of the County to pay compensation under paragraph 5 for any period after the date of such termination shall cease and Employee's estate, or his beneficiaries, shall only be entitled to any benefits payable in respect of death under the terms of the County's health, welfare, pension or other benefit and fringe benefit plans then in effect. The County will not have any other obligations beyond the date of this termination date. The term disability shall mean a condition that precludes Employee from performing under this Agreement the job duties as described in the Employee's Job Description, with or without accommodation.
- (e) **Breach of Agreement.** Upon breach of this Agreement, the aggrieved party may, by written notice of breach to the breaching party, immediately terminate this Agreement. Waiver by either party of the breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
  - (i) The County shall consider the following to be a breach of this Agreement:
    - a. The failure of Employee to perform his duties as called for by this Agreement and the Job Description of a Medical Director, CHS; or

b. The failure of Employee to perform any of the other provisions of this Agreement.

- (ii) It is further agreed that in the event general funds to finance all or part of this Agreement do not become available, the obligations of each party hereunder may be terminated upon no fewer than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, facsimile or in person. The County shall be the final authority as to the availability of funds and as to how any available funds shall be allocated among its various service providers.

8. **Outside Employment.** Employee recognizes and understands that the position of Medical Director, CHS for Orange County requires his full time and attention. Accordingly, Employee agrees to devote all the time necessary to fully discharge his duties. He recognizes that County employment must be considered his primary employment and that he must submit written notification of any outside employment to the Health Services/EMS Director or designee for approval. No such outside employment may be commenced until written approval is obtained.

Employee shall refrain from accepting any engagement that would interfere in any way with the faithful performance of his services to the County. However, nothing contained in this Agreement shall be construed so as to prevent Employee from accepting honoraria or consulting fees from educational institutions, units of local government or state or Federal agencies for lectures, articles, instructional material or consultation in the area of local government, which shall not be in conflict with Employee's responsibilities to the County.

9. **Notices.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient (and considered properly delivered) only when mailed by certified mail, first class postage affixed, addressed as follows, unless otherwise allowed under this Agreement:

County: Health Services/EMS Director  
Health Services Department  
2002-A East Michigan St.  
Orlando FL 32806

Employee: Employee address on file with County Human Resources

10. **Severability.** All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

11. **Assignment.** This Agreement is for Employee's professional services and he may not assign his duties, or this Agreement, to any other party. The County may assign this Agreement to any private or public entity authorized to provide medical services to the County.
12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. For any disputes arising out of this Agreement, venue is proper in a competent court located in Orange County, Florida.
13. **Complete Agreement in Written Document; Rescission of Previous Agreements.** This written Agreement embodies the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the County or Employee other than those contained herein. Any other previous agreements between County and Employee are hereby rescinded in their entirety. This Agreement may be modified only through a written instrument duly executed by all parties to this Agreement.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature.

**ORANGE COUNTY, FLORIDA**

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

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

**EMPLOYEE**

By: Robert J. Buck III D.O.  
Robert Buck, D.O.

Date: 1/07/2016



December 21, 2015

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department *LCR*

CONTACT PERSON: Diana M. Almodovar, P. E., Manager *DMA*  
Development Engineering Division

PHONE NUMBER: (407) 836-7974

SUBJ: Use Agreement between Duke Energy Florida, LLC and Orange  
County

Duke Energy Florida, LLC desires to install a fence to conceal tele-communications equipment attached to a Duke Energy Transmission pole located in the right-of-way on the east side of South Apopka Vineland Road approximately 230 feet south of the intersection with Bay Vista Estates Boulevard. Duke Energy Florida, LLC (Duke) desires to enter into an agreement with the County whereby they can obtain a Right-of-Way Utilization Permit that will allow Duke to utilize the County's right-of-way in order to install, construct, and maintain the enclosure.

The purpose of this agreement is to allow Duke the right-of-way use and for Duke to be solely responsible for the perpetual and continuous maintenance of the improvements.

The County Attorney's Office and the Risk Management Division have reviewed the agreement and find the terms acceptable.

**Action Requested:** Approval and Execution of Use Agreement between Duke Energy Florida, LLC and Orange County to construct, operate and maintain a fence to screen cell site improvements within the County's right of way. District 1.

MM/DMA/bmw

Attachments

**USE AGREEMENT BETWEEN**  
**DUKE ENERGY FLORIDA, LLC AND ORANGE COUNTY**

THIS AGREEMENT (the "Agreement"), is entered into by and between Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy and f/k/a Duke Energy Florida, Inc., a Florida corporation d/b/a Duke Energy ("Duke") with a mailing address at 299 1<sup>st</sup> Avenue North, Saint Petersburg, Florida 33701, and Orange County, Florida, a charter county and political subdivision of the State of Florida ("County") with a mailing address at P.O. Box 1393, Orlando, FL 32802-1393.

**RECITALS**

WHEREAS, Duke Energy operates and maintains Transmission Pole # BHV-54 (the "Pole") as described below and generally depicted in Exhibit "A" attached hereto and by this reference made a part hereof. Duke intends to construct and maintain an enclosure to conceal tele-communications equipment attached to that certain Duke Energy Transmission Pole # BHV-54, located in the right-of-way on the east side of South Apopka Vineland Road, approximately 230 feet south of the intersection with Bay Vista Estates Boulevard, located in the unincorporated area of Orange County; and

WHEREAS, Duke desires to obtain a Right-of-Way Utilization permit (the "Permit") from County, whereby Duke will be allowed to install, construct, and maintain the following improvement(s): Fence to screen cell site (the "Improvement(s)") in the road, median, parkway, and/or drainage areas located within the rights-of-way adjacent to the Pole which have been, or will be, dedicated to public use (collectively, the "Dedicated Areas"), said Dedicated Areas being adjacent to the Pole and more particularly described in the attached and incorporated Exhibit "B"; and

WHEREAS, County requires that Duke be solely responsible for the fulfillment of certain commitments and covenants to assure the perpetual and continuous maintenance of any such Improvement(s) which commitments and covenants are more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION PERMIT.** County shall issue the Permit to Duke subject to the terms of this Agreement. Duke shall not, while installing or maintaining the Improvement(s), damage or disturb any portion of the Dedicated Areas without prior written approval by County and County's prior written approval of a plan to restore the Dedicated Areas. Nothing contained herein or by virtue of the issuance of the Permit shall give or grant the Duke any ownership rights to any portion of the Dedicated Areas.
3. **IMPROVEMENTS.** Any improvement(s) that, in County's sole opinion, may impede the functional operation of planned, proposed, or existing underdrains shall not be permitted under this Agreement. The Improvement(s) shall be established and maintained in such a manner as will not interfere with the use of the Dedicated Areas by the public nor create a safety hazard on such Dedicated Areas. If County determines, in its sole discretion, that the Improvement(s) do present a safety hazard, then Duke, at its sole expense and at no cost to County, shall relocate the Improvements in such a manner as to eliminate the hazard, to



the satisfaction of County.

4. **REMOVAL/ RELOCATION.** If, in the sole opinion of County, the Improvement(s) interferes with any construction, reconstruction, alteration, improvement(s), or maintenance which County desires to perform on, around, or under the Dedicated Areas, or if County requests removal for any reason, then Duke, upon receipt of a written notice from County, shall remove or relocate the Improvement(s) as requested by County, and to County's satisfaction, within thirty (30) days of receipt of said notice. Any such relocation or removal of the Improvement(s) shall be at the sole expense of Duke.
5. **INDEMNIFICATION.** To the fullest extent permitted by law, Duke shall defend, indemnify, and hold harmless Orange County from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of, or resulting from, the performance of their operations under this Agreement. Duke shall indemnify and hold harmless County (and any governmental body or utility authority properly using the Dedicated Areas) from and against all expenses, costs, or claims for any damages to the Improvement(s) which may result from the ordinary use of the right-of-way by County or other governmental body or authority due to maintenance, construction, installation, or other proper use within the Dedicated Areas. However, County shall not willfully cause undue damage to Duke's Improvements.
6. **INSURANCE.** Throughout the duration of this Agreement, including the initial period and any extensions thereto, Duke shall obtain and possess:
  - a) Commercial General Liability coverage, issued on the most recent

version of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000 Combined Single Limits (CSL) or its equivalent per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit;

b) Workers' Compensation coverage for any and all employees with statutory workers' compensation limits, and no less than \$100,000 for each incident of bodily injury or disease for Employers' Liability; and

c) Business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000 per accident. In the event Duke does not own automobiles, Duke shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy.

Prior to commencing operations under this Agreement, Duke shall provide Certificates of Insurance to County to verify coverage. The name of the project for which the Improvement(s) are to be installed and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name Orange County, Florida as an

additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County. Duke shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with this Agreement. Failure of Duke to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to ensure that its contractors and subcontractors maintain coverage shall not relieve Duke of any contractual responsibility, obligation, or liability. Duke may self-insure the foregoing requirements.

7. **RECORDING.** This Agreement shall be recorded in the Public Records of Orange County, Florida within thirty (30) days of its execution. Promptly upon execution of this Agreement, Duke shall pay to County an amount equal to the applicable cost of recording this Agreement in the Public Records of Orange County, Florida.
8. **EFFECT OF AGREEMENT.** The provisions of this Agreement shall be binding on all parties hereto and their heirs, personal representatives, successors, and assigns. This Agreement shall inure to the benefit of and be enforceable by County and its respective legal representatives, successors, and assigns.
9. **DURATION.** The provisions, restrictions, and covenants of this Agreement shall bind the Parties for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Orange County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said

provisions, restrictions, and covenants is approved by a majority of the Orange County Board of County Commissioners and Duke. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida. Notwithstanding any of the above provisions, County shall have the right to cancel this Agreement upon thirty (30) days prior written notice to Duke. No such cancellation shall be effective until a written instrument has been executed and acknowledged by the Board of County Commissioners and recorded in the Public Records of Orange County, Florida.

10. **AMENDMENT**. The provisions, restrictions, and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the Orange County Board of County Commissioners and Duke, owner of the Pole described herein. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida.
11. **COMPLIANCE WITH APPLICABLE LAWS**. Duke shall comply with all applicable state laws and county ordinances, including the Orange County Right-of-Way Utilization Regulations.
12. **DISCLAIMER OF COUNTY RESPONSIBILITY**. Nothing contained herein shall create any obligation on the part of County to maintain or participate in the maintenance of the Improvement(s).
13. **EFFECTIVE DATE**. This Agreement shall take effect upon being recorded in the Public Records of Orange County, Florida.

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

**COUNTY**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

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

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

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

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

DUKE

Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy

By: [Signature]

Print Name: R. ALEXANDER GLENN

Title: STATE PRESIDENT-FL

Date: 12-16-2015

WITNESSES:

Helen M. Kyriakou  
Print Name: HELEN M. KYRIAKOU

Susan D. Reed  
Print Name: SUSAN D. REED



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by R. ALEXANDER GLENN of DUKE ENERGY FL, LLC, who is known by me to be the person described herein and who executed the foregoing, this 16 day of DECEMBER, 2015. 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 16 day of DECEMBER, 2015.

Helen M. Kyriakou  
Notary Public

Print Name: HELEN M. KYRIAKOU

My Commission Expires: 10-24-2017



**EXHIBIT "A"**

Depiction of Pole and County right-of-way

(See attached 1 page)

**Exhibit "B"**

Legal description and sketch of description for the Dedicated Areas

(See attached 1 page)

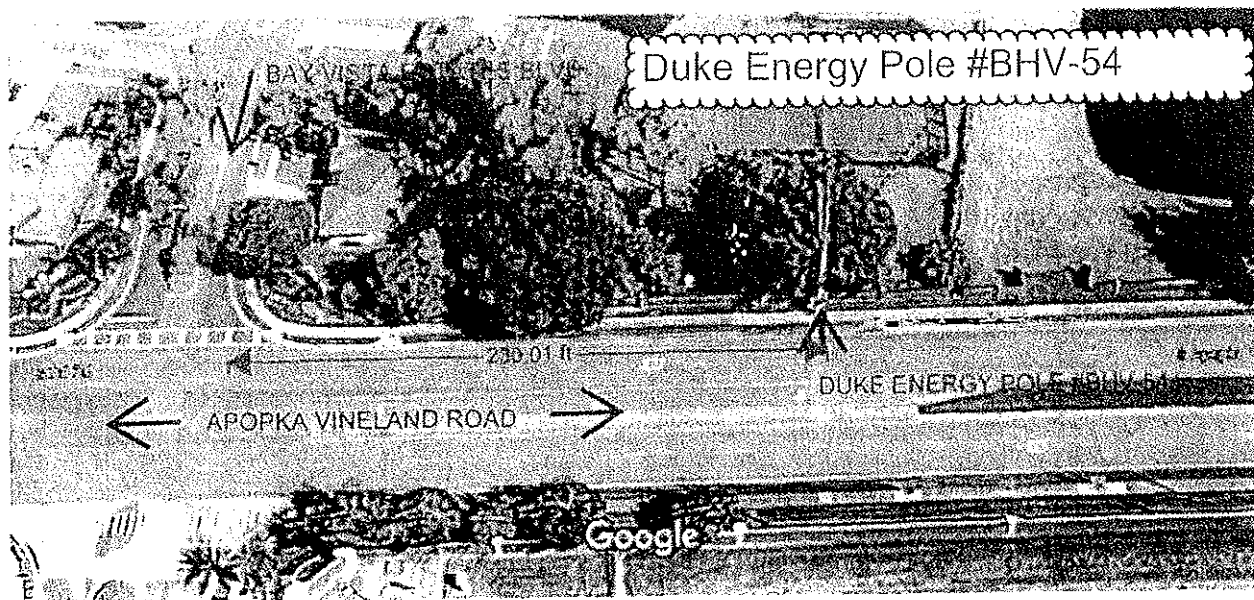
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Google

9501 S Apopka Vineland Rd

## EXHIBIT A



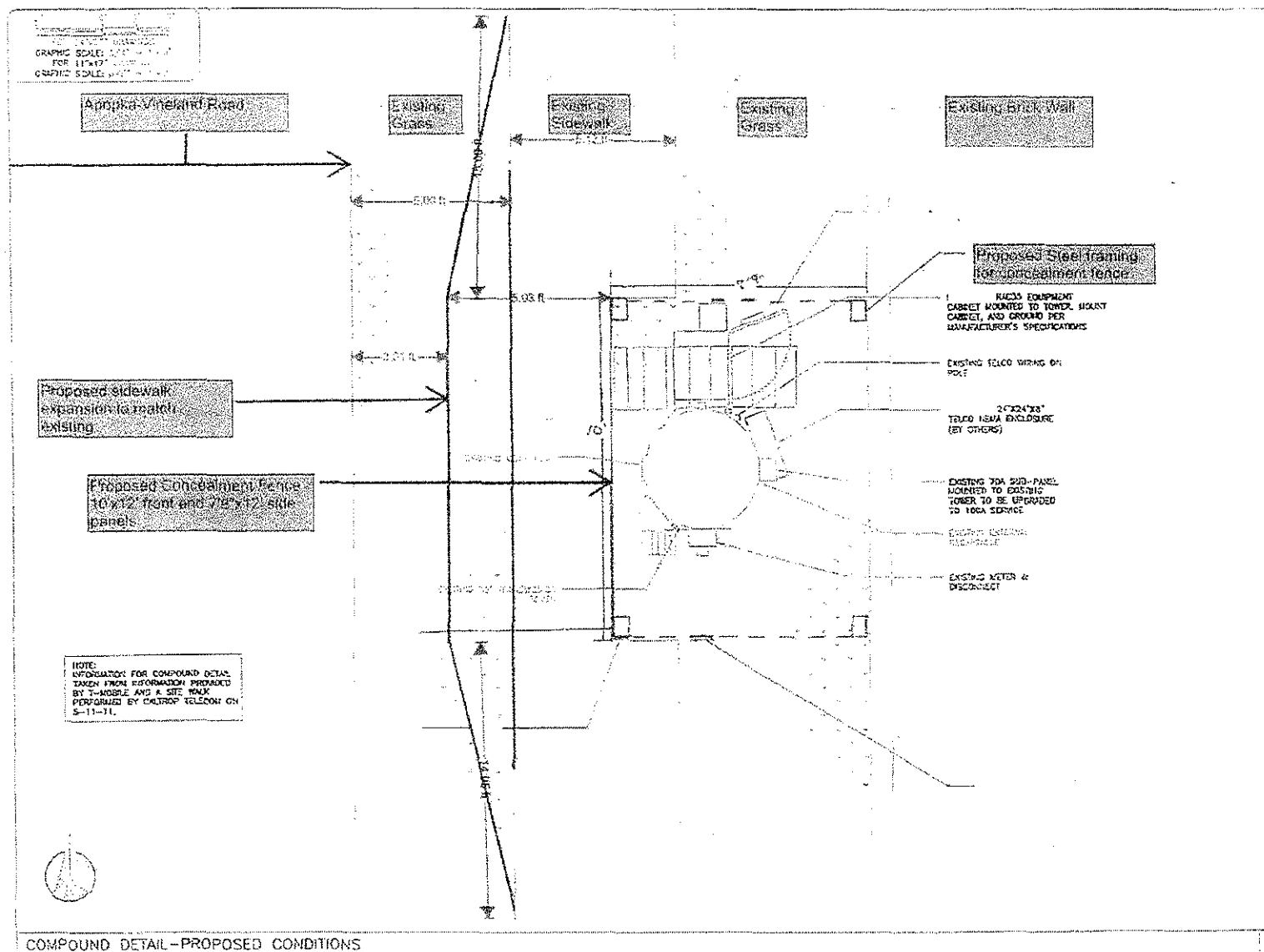
Imagery ©2015 Google, Map data ©2015 Google 20 ft



Imagery ©2015 Google, Map data ©2015 Google 200 ft

Total distance: 230.84 ft (70.36 m)

# EXHIBIT B



REV	DATE	DESCRIPTION
1	5/11/11	ISSUED FOR PERMIT
2	5/11/11	ISSUED FOR PERMIT
3	5/11/11	ISSUED FOR PERMIT
4	5/11/11	ISSUED FOR PERMIT
5	5/11/11	ISSUED FOR PERMIT
6	5/11/11	ISSUED FOR PERMIT
7	5/11/11	ISSUED FOR PERMIT
8	5/11/11	ISSUED FOR PERMIT
9	5/11/11	ISSUED FOR PERMIT
10	5/11/11	ISSUED FOR PERMIT

**CANTROP Telecom**

1001 KILMER PARKWAY  
SUITE 1000  
ATLANTA, GEORGIA 30328  
(404) 525-1111

**T-Mobile**  
stick together™

1001 KILMER PARKWAY  
SUITE 1000  
ATLANTA, GEORGIA 30328  
(404) 525-1111

**JAMES T. FENNEL**  
LICENSE  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
JAMES T. FENNEL P.E. 00018000

**PTC**  
A2E0530-B  
8001 S. AMERICA PARKWAY SUITE 1000  
ATLANTA, GEORGIA 30328  
(404) 525-1111

**COMPOUND DETAIL  
PROPOSED  
CONDITIONS**

SHEET NUMBER  
**C2**



January 5, 2016

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department *JCK*

CONTACT PERSON: Diana M. Almodovar, P. E., Manager *DMA*  
Development Engineering Division

PHONE NUMBER: (407) 836-7974

SUBJ: Use Agreement between Westside Shoppes, LLC and Orange County

Westside Shoppes, LLC, desires to construct and maintain Road A, Road B, and Road C improvements which include, but not limited to, paving, landscaping, irrigation, pavers, pedestrian/bicycle trails and streetlights in the right-of-way. Such improvements are pursuant to the Transportation Agreement for North of Albert's PD 2015, Road A, B and C (Section C-1) as recorded in Official Records Book 10964, Page 6364. Westside Shoppes, LLC desires to enter into an agreement with the County whereby they can obtain a Right-of-Way Utilization Permit that will allow Westside Shoppes, LLC to utilize the County's right-of-way in order to install, construct, and maintain the improvements.

The purpose of this agreement is to allow Westside Shoppes, LLC the right-of-way use and for Westside Shoppes, LLC to be solely responsible for the perpetual and continuous maintenance of the improvements.

The County Attorney's Office and the Risk Management Division have reviewed the agreement and find the terms acceptable.

**Action Requested:** Approval and Execution of Use Agreement between Westside Shoppes, LLC and Orange County to install, construct and maintain Roads A, B and C improvements within the County's right of way. District 1.

MM/DMA/bmw

Attachments

Prepared by and after recording return to:  
Dwight Saathoff  
7575 Dr. Phillips Blvd, Suite 265  
Orlando, FL 32819

Tax parcel ID No.:  
25-23-27-0000-00-045  
25-23-27-0000-00-046

**USE AGREEMENT BETWEEN**  
**WESTSIDE SHOPPES, LLC AND ORANGE COUNTY**

THIS AGREEMENT (the "Agreement"), is entered into by and between Westside Shoppes, LLC, property owner ("Owner") with a mailing address at 7940 Via Dellagio Way, Suite 200, Orlando, FL 32819, and Orange County, a charter county and political subdivision of the State of Florida ("County") with a mailing address at P.O. Box 1393, Orlando, FL 32802-1393.

**RECITALS**

WHEREAS, a residential or commercial project on a certain parcel of real property (the "Property"), as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, the title of which is held by Owner, will be constructed and is located in the unincorporated area of Orange County; and

WHEREAS, Owner desires to obtain a Right-of-Way Utilization permit (the "Permit") from County, whereby Owner will be allowed to install, construct, and maintain the following improvement(s): "Road A," "Road B," and "Road C" as referenced in that certain Transportation Agreement, North of Albert's PD 2015, Roads A, B, and C (Section C-1)

recorded in Official Records Book 10964, Page 6364, of the Public Records of Orange County, Florida, including pavement, landscape, irrigation, pavers, pedestrian/bicycle trails, and streetlights (the "Improvement(s)") in the road, median, parkway, and/or drainage areas located within the rights-of-way adjacent to the Property which have been, or will be, dedicated to public use (collectively, the "Dedicated Areas"). Said Dedicated Areas include the right-of-way and easements for the Section C-1 Improvements as found in (i) Warranty Deed (APF Road C-1) to County dated February 25, 2015, as recorded on April 15, 2015, in Official Records Book 10904, Page 980 of the Public Records of Orange County, Florida, and (ii) Pedestrian/Bicycle Trail and Utility Easement (APF Pedestrian/Bicycle Trail C-1) to County dated February 25, 2015, as recorded on April 15, 2015, in Official Records Book 10904, Page 984 of the Public Records of Orange County, Florida and also include the right-of-way for "Road A," "Road B," and "Road C" as more particularly described in the attached and incorporated Exhibit "B"; and

WHEREAS, County requires that Owner be solely responsible for the fulfillment of certain commitments and covenants to assure the construction and perpetual and continuous maintenance of any such Improvement(s) which commitments and covenants are more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.

2. **RIGHT-OF-WAY UTILIZATION PERMIT.** Any such Permit issued by County to Owner shall be subject to the terms of this Agreement. Owner shall not, while installing or maintaining the Improvement(s), damage or disturb any portion of the Dedicated Areas without prior written approval by County and County's prior written approval of a plan to restore the Dedicated Areas. Nothing contained herein or by virtue of the issuance of the Permit shall give or grant the Owner any ownership rights to any portion of the Dedicated Areas.
3. **IMPROVEMENTS.** Any improvement(s) that, in County's sole opinion, may impede the functional operation of planned, proposed, or existing underdrains shall not be permitted under this Agreement. The Improvement(s) shall be established and maintained in such a manner as will not interfere with the use of the Dedicated Areas by the public nor create a safety hazard on such Dedicated Areas. If County determines, in its sole discretion, that the Improvement(s) do present a safety hazard, then Owner, at its sole expense and at no cost to County, shall relocate the Improvements in such a manner as to eliminate the hazard, to the satisfaction of County.
4. **REMOVAL/ RELOCATION.** If, in the sole opinion of County, the Improvement(s) interferes with any construction, reconstruction, alteration, improvement(s), or maintenance which County desires to perform on, around, or under the Dedicated Areas, or if County requests removal for any reason, then

Owner, upon receipt of a written notice from County, shall remove or relocate the Improvement(s) as requested by County, and to County's satisfaction, within thirty (30) days of receipt of said notice, or within thirty (30) days of the first date of publication of legal notice, which publication shall appear in not less than two weekly issues of a newspaper of general circulation in Orange County, Florida.

Any such relocation or removal of the Improvement(s) shall be at the sole expense of Owner.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless Orange County from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of, or resulting from, the performance of their operations under this Agreement. Owner shall indemnify and hold harmless County (and any governmental body or utility authority properly using the Dedicated Areas) from and against all expenses, costs, or claims for any damages to the Improvement(s) which may result from the use of the right-of-way by County or other governmental body or authority due to maintenance, construction, installation, or other proper use within the Dedicated Areas.
6. **INSURANCE.** Throughout the duration of this Agreement, including the initial period and any extensions thereto, Owner shall obtain and possess:

- a) Commercial General Liability coverage, issued on the most recent version

of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000 Combined Single Limits (CSL) or its equivalent per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit;

b) Workers' Compensation coverage for any and all employees with statutory workers' compensation limits, and no less than \$100,000 for each incident of bodily injury or disease for Employers' Liability; and

c) Business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000 per accident. In the event Owner does not own automobiles, Owner shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy. Prior to commencing operations under this Agreement, Owner shall provide Certificates of Insurance to County to verify coverage. The name of the project for which the Improvement(s) are to be installed and the type



and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name Orange County, Florida as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County. Owner shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with this Agreement. Failure of Owner to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to ensure that its contractors and subcontractors maintain coverage shall not relieve Owner of any contractual responsibility, obligation, or liability.

7. **RECORDING.** This Agreement shall be recorded in the Public Records of Orange County, Florida within thirty (30) days of its execution. Promptly upon execution of this Agreement, Owner shall pay to County an amount equal to the applicable cost of recording this Agreement in the Public Records of Orange County, Florida.
8. **COVENANTS RUNNING WITH THE LAND.** The provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the land, as the case may be, applicable to all of the Property described herein or any portion thereof. Furthermore, this Agreement shall be

binding on all parties having any right, title, or interest in the Property described herein or any portion thereof, and their heirs, personal representatives, successors, and assigns. Owner declares that the Property described in this Agreement and any portion thereof shall be held, sold, and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by County and its respective legal representatives, successors, and assigns.

9. **DURATION**. The provisions, restrictions, and covenants of this Agreement shall run with and bind the land for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Orange County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions, and covenants is approved by a majority of the Orange County Board of County Commissioners and Owner. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida. Notwithstanding any of the above provisions, County shall have the right to cancel this Agreement upon thirty (30) days prior written notice to Owner. No such cancellation shall be effective until a written instrument has been executed and acknowledged by the Board of County Commissioners and recorded in the Public Records of Orange County, Florida. Alternatively, this Agreement shall

also terminate upon County's acceptance of the Improvements for perpetual maintenance, at which point Owner shall no longer be responsible for such maintenance.

10. **AMENDMENT.** The provisions, restrictions, and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the Orange County Board of County Commissioners and Owner of the Property described herein. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida.
11. **COMPLIANCE WITH APPLICABLE LAWS.** Owner shall comply with all applicable state laws and county ordinances, including the Orange County Right-of-Way Utilization Regulations.
12. **DISCLAIMER OF COUNTY RESPONSIBILITY.** Nothing contained herein shall create any obligation on the part of County to maintain or participate in the maintenance of the Improvement(s).
13. **EFFECTIVE DATE.** This Agreement shall take effect upon being recorded in the Public Records of Orange County, Florida.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

**COUNTY**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

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

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

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

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

Westside Shoppes, LLC, a Florida limited liability company

By: CW FAMILY, LLLP, a Florida limited liability limited partnership, its Manager

By: CW FAMILY, LLC, a Florida limited liability company, its General Partner

By: [Signature]  
Print Name: Charles Whittall, Manager

WITNESSES:

[Signature]  
Print Name: Taylor Coan

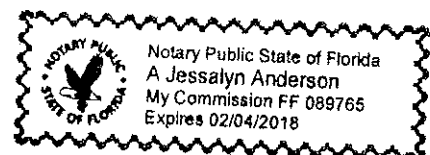
[Signature]  
Print Name: DALE C. FURCO

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by CHARLES WHITTALL of WESTSIDE SHOPPES, LLC, who is known by me to be the person described herein and who executed the foregoing, this 23 day of DECEMBER, 2015. 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 23 day of DECEMBER, 2015.

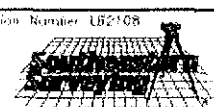
A. Jessalyn Anderson  
Notary Public  
Print Name: A JESSALYN ANDERSON  
My Commission Expires: 2/4/18

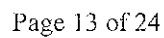


**EXHIBIT "A"**

Legal Description and Sketch of Description for Property

[See attached \_\_ page(s)]

DESCRIPTION LOT 1		
<p><b>DESCRIPTION:</b></p> <p>LOT 1</p> <p>A portion of the Southwest quarter of the Southeast quarter of Section 25, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:</p> <p>Commence at the Southwest corner of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, Orange County, Florida; thence North 89°29'59" East, a distance of 784.66 feet along the South line of said Southeast 1/4 of Section 25 to the East Right of Way line of Proposed Road "B" and the POINT OF BEGINNING; thence along the said East Right of Way line the following three (3) courses and distances: North 20°00'00" West, a distance of 378.36 feet to a point of curvature of a curve concave Southwesterly, having a radius of 802.69 feet and a central angle of 12°28'12"; thence Northwesterly along the arc of said curve a distance of 174.66 feet to a point on said curve; thence North 19°20'17" East, a distance of 37.10 feet to the South Right of Way line of Proposed Road "B"; thence North 70°28'56" East, a distance of 629.16 feet along said South Right of Way line to a point on the West Right of Way line of Winter Garden Vineyard Road per Right of Way Map of Winter Garden/Vineyard Road (C.R. 535), Phase One-North Section District No. 1, Orange County, Florida; thence along said West Right of Way line the following two (2) courses and distances: South 19°32'40" East, a distance of 183.49 feet; thence South 20°41'23" East, a distance of 179.81 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of aforesaid Section 25; thence South 00°01'25" West, a distance of 411.40 feet along said East line to aforementioned South line of the Southeast 1/4 of Section 25; thence South 89°29'59" West along said South line, a distance of 523.60 feet to the POINT OF BEGINNING</p> <p>Containing 9.36 acres, more or less</p>		
<p><b>SURVEYOR'S REPORT:</b></p> <ol style="list-style-type: none"> <li>Bearings shown hereon are based on the South line of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, Orange County, Florida being North 89°29'59" East.</li> <li>I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter SJ-17.050-.052 requirements.</li> <li>The Sketch of Description or the copies thereof are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.</li> </ol>		
<p style="text-align: center;"><b>DESCRIPTION</b></p> <p style="text-align: center;">FOR</p> <p style="text-align: center;">Unicorp National Developments, Inc. Orange County Florida</p>	<p>Date: 08/19/2015 JWG/BB</p> <p>Job Number: 51178 Scale: 1" = 200'</p> <p>Chapter SJ-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p style="text-align: center;"><b>THIS IS NOT A SURVEY.</b></p> <p>NOT VALID WITHOUT SHEET 2 OF 2</p> <p style="text-align: center;">SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>	<p>Certification Number L62108 51178019</p> <div style="text-align: center;">  <p><b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b> 6500 AN ANDERSON BUILDING Orlando, Florida 32816-4360 (407) 292-1900 Certification Number 112106 e-mail: info@southernsurveying.com</p> </div> <p style="text-align: center;">JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4701</p>





**DESCRIPTION**  
LOT 2

**DESCRIPTION:**

A portion of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:


Commence at the Southwest corner of the Southeast Quarter of Section 25, Township 23 South, Range 27 East, Orange County, Florida thence North 89°29'59" East, a distance of 1308.26 feet East along the South line of the Southeast 1/4 of said Section 25 to the East line of the Southeast 1/4 of said Section 26; thence North 00°01'25" East, a distance of 411.40 feet along said East line to a point on the West Right of Way line of Winter Garden Vineland Road per Right of Way Map of Winter Garden/Vineland Road (C.R. 535), Phase One-North Section District No. 1, Orange County, Florida; thence along said West Right of Way line the following three (3) courses and distances: North 20°41'23" West, a distance of 179.81 feet; thence North 19°32'40" West, a distance of 203.09 feet; thence North 22°24'31" West, a distance of 75.49 feet to a point on the North Right of Way line of APE Road "A", per Official Record Book 10997, Page 8172, said point also being the POINT OF BEGINNING; thence along said North Right of Way line the following three (3) courses and distances: South 70°28'58" West, a distance of 240.47 feet; thence North 19°31'02" West, a distance of 7.56 feet; thence South 70°28'58" West, a distance of 131.42 feet; thence departing said North Right of Way line, North 19°31'02" West, a distance of 49.96 feet; thence North 73°08'09" East, a distance of 61.74 feet; thence North 25°28'58" East, a distance of 16.59 feet; thence North 66°02'05" East, a distance of 45.32 feet; thence North 59°12'23" East, a distance of 39.59 feet; thence North 54°49'34" East, a distance of 26.39 feet; thence North 49°40'19" East, a distance of 26.41 feet; thence North 52°11'30" East, a distance of 37.02 feet; thence North 77°54'04" East, a distance of 23.04 feet; thence North 39°56'52" East, a distance of 27.14 feet; thence North 70°28'58" East, a distance of 77.10 feet to a point on the aforementioned West Right of Way line of Winter Garden Vineland Road; thence South 27°24'31" East, a distance of 116.83 feet along said West Right of Way line to the POINT OF BEGINNING.

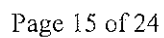
Containing 0.72 acres, more or less

**SURVEYOR'S REPORT:**

1. Bearings shown herein are based on the South line of the Southeast 1/4 Section 25, Township 23 South, Range 27 East, Orange County, Florida being North 89°29'59" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.
3. The Sketch of Description or the copies thereof are not valid without the signature and the original raised seal of a Florida Surveyor and Mapper.

REVISED 12/21/2015 EC


<b>DESCRIPTION</b>	Date: 08/19/2015 DM	Certification Number 1B2108 54176020
FOR Unicorp National Developments, Inc. Orange County Florida	Job Number: 51176 Scale: 1" = 100'	 <p>THIS IS NOT A SURVEY.</p> <p>NOT VALID WITHOUT SHEET 2 OF 2</p> <p>SHEET 1 OF 2</p> <p>SEE SHEET 2 FOR SKETCH</p> <p>JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791</p>
	Chapter 5J-17.050-082, Florida Administrative Code requires that a legal description drawing bear the notation that	

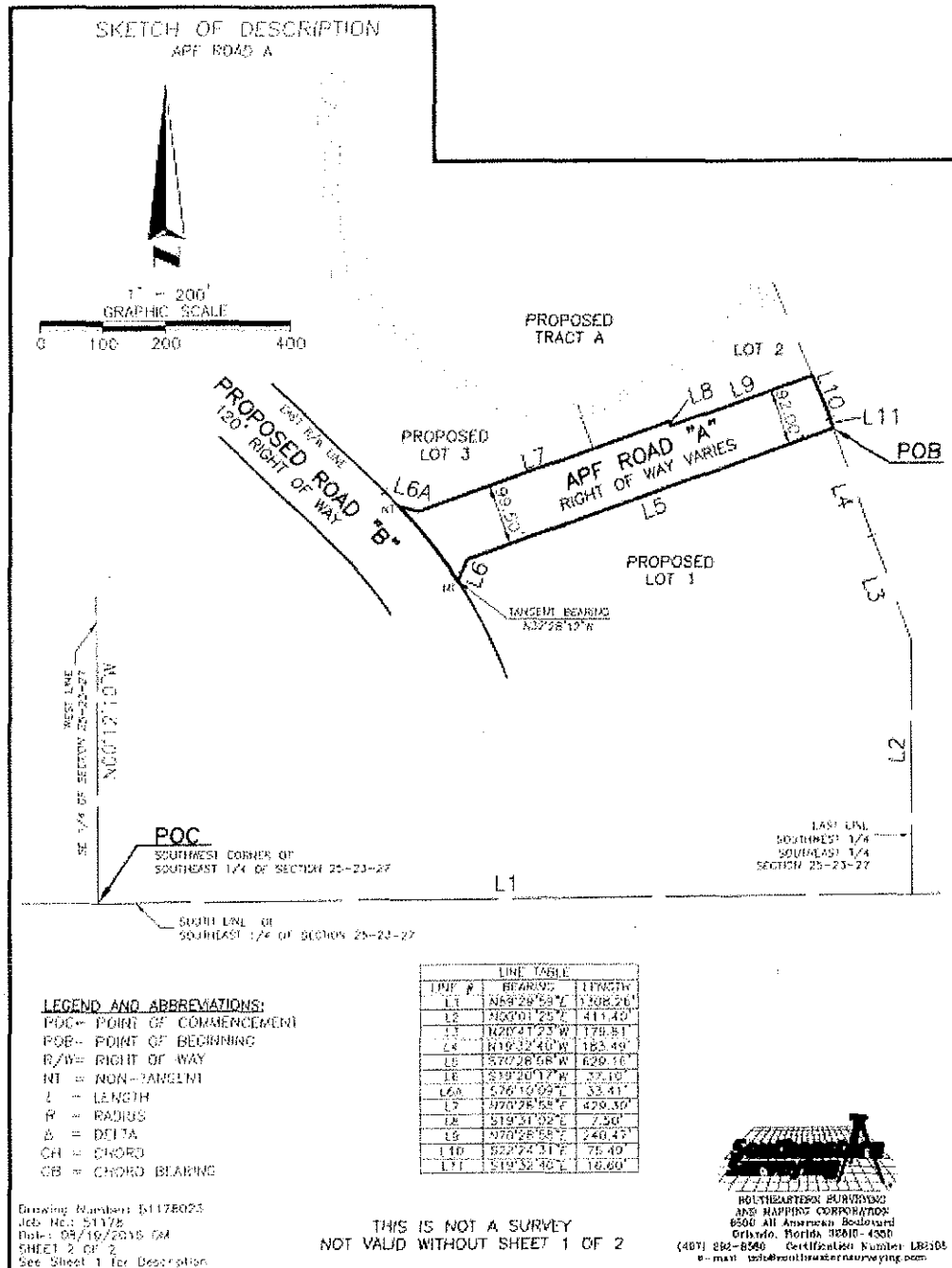



**Exhibit "B"**

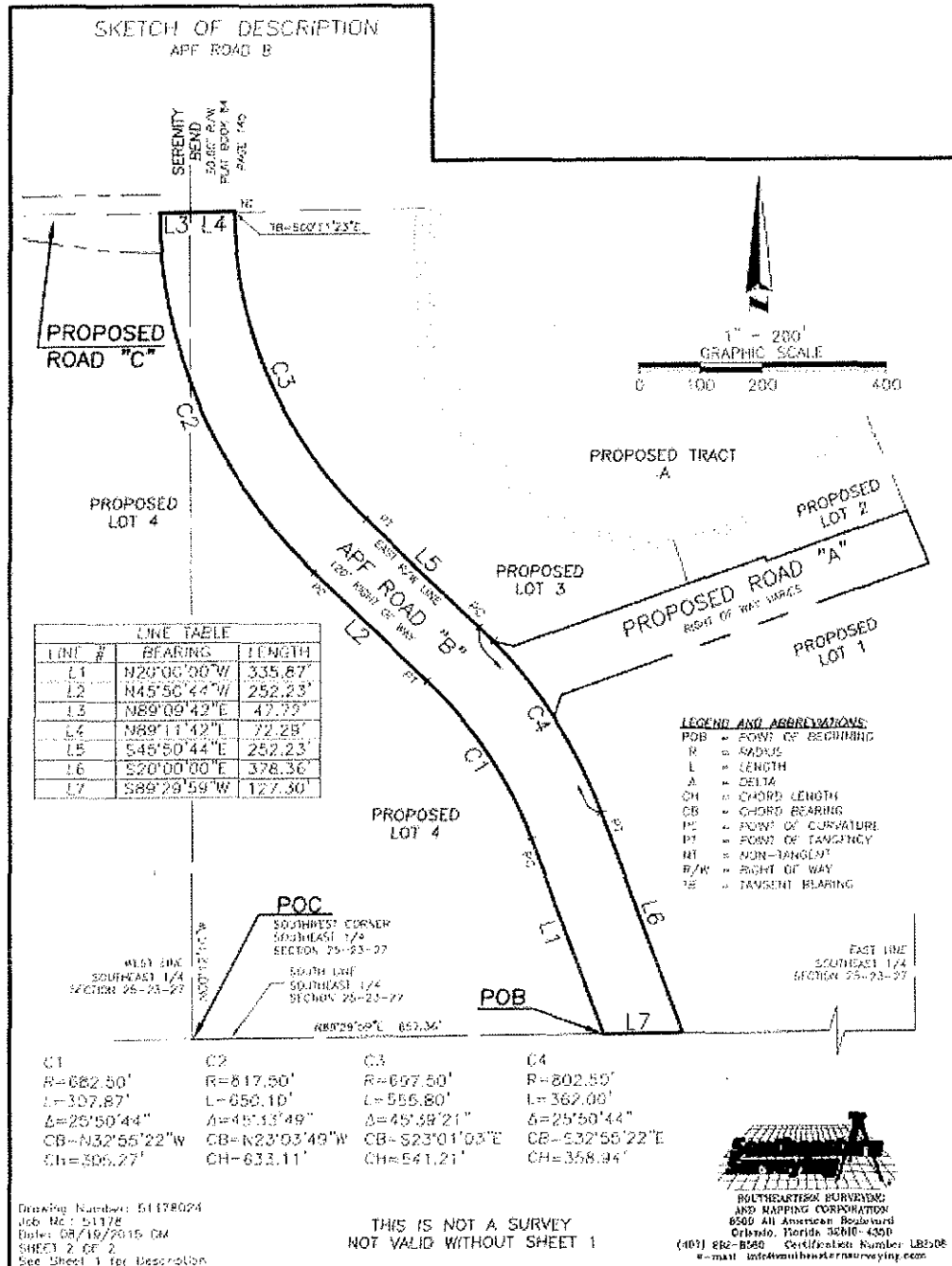
Legal description and sketch of description of "Road A," "Road B," and "Road C" for the  
Dedicated Areas


[See attached page(s)]

DESCRIPTION APT ROAD A		
<p><b>DESCRIPTION:</b></p> <p>A portion of the South half of Section 25, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:</p> <p>Commence at the Southwest corner of the Southeast quarter of Section 25, Township 23 South, Range 27 East, Orange County, Florida; thence North 89°29'59" East, a distance of 1308.28 feet along the South line of the Southeast quarter of said Section 25 to the East line of Southwest quarter of the Southeast quarter of said Section 25; thence North 80°01'25" East, a distance of 411.40 feet along said East line; thence departing said East line, North 20°41'23" West, a distance of 179.81 feet; thence North 19°32'40" West, a distance of 183.49 feet to the POINT OF BEGINNING; thence South 70°28'58" West, a distance of 629.16 feet; thence South 19°20'17" West, a distance of 37.10 feet to the East Right of Way line of Proposed Road "B" and a point on a non-tangent curve having a radius of 802.50 feet, a central angle of 11°03'55" and a chord bearing of North 38°00'09" West, thence from a tangent bearing of North 32°28'12" West Northwesterly a distance of 154.96 along the arc of said curve and said East Right of Way line of Proposed Road "B" to a point; thence departing said proposed East right of way line South 76°10'09" East, a distance of 33.41 feet, thence North 70°28'58" East, a distance of 429.30 feet; thence South 19°37'02" East, a distance of 7.50 feet; thence North 70°28'58" East, a distance of 248.47 feet; thence South 22°24'31" East, a distance of 75.49 feet; thence South 19°32'40" East, a distance of 16.60 feet to the POINT OF BEGINNING.</p> <p>Containing 1.51 acres, more or less.</p>		
<p><b>SURVEYOR'S REPORT:</b></p> <ol style="list-style-type: none"> <li>1. Bearings shown hereon are based on the South line of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, Orange County, Florida, being North 89°29'59" East.</li> <li>2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17.050-.052 requirements.</li> <li>3. The Sketch of Description or the copies thereof are not valid without the signature and the original raised seal of a Florida Surveyor and Mapper.</li> </ol>		
<p style="text-align: center;"><b>DESCRIPTION</b></p> <p style="text-align: center;"><b>FOR</b></p> <p style="text-align: center;">Unicorp National Developments, Inc. Orange County, Florida</p>	<p>Date: 08/19/2015 DM</p> <p>Job Number: 51178 Scale: 1"=200'</p> <p>Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p style="text-align: center;"><b>THIS IS NOT A SURVEY.</b></p> <p style="text-align: center;">NOT VALID WITHOUT SHEET 2</p> <p style="text-align: center;">SHEET 1 OF 2</p> <p style="text-align: center;">SEE SHEET 2 FOR SKETCH</p>	<p>Certification Number LB2108 51178023</p> <div style="text-align: center;">  <p><b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b> 6000 AD American Boulevard Deland, Florida 32810-4350 (407) 292-2885 Certification Number 02206 E-mail: info@southfloridasurveying.com</p> </div> <p><b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4761</p>

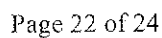


DESCRIPTION APT ROAD B		
<p><b>DESCRIPTION:</b></p> <p>A portion of the South half of Section 25, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:</p> <p>Commence at the Southwest corner of the Southeast quarter of said Section 25, Township 23 South, Range 27 East, Orange County, Florida; thence North 89°29'59" East, a distance of 657.36 feet along the South line of the Southeast quarter of said Section 25 to the POINT OF BEGINNING; thence departing said South line, North 20°00'00" West, a distance of 335.67 feet to a point of curvature of a curve concave Southwesterly, having a radius of 662.50 feet and a central angle of 75°50'44"; thence Northwesterly along the arc of said curve a distance of 337.87 feet to the point of tangency; thence North 45°50'44" West, a distance of 252.23 feet to a point of curvature of a curve concave Northeasterly, having a radius of 817.50 feet and a central angle of 45°33'49"; thence Northwesterly along the arc of said curve a distance of 650.10 feet; thence North 89°09'42" East, a distance of 47.72 feet; thence North 89°11'42" East, a distance of 72.29 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 697.50 feet, a central angle of 45°39'21" and a chord bearing of South 23°01'03" East; thence from a tangent bearing of South 06°11'23" East, Southeasterly 855.80 feet along the arc of said curve to the point of tangency; thence South 45°50'44" East, a distance of 252.23 feet to a point of curvature of a curve concave Southwesterly, having a radius of 802.50 feet and a central angle of 25°50'44"; thence Southeasterly along the arc of said curve a distance of 382.00 feet to the point of tangency; thence South 20°00'00" East, a distance of 378.36 feet to the aforementioned South line of the Southeast quarter of Section 25; thence South 89°29'59" West, a distance of 127.39 feet along said South line to the POINT OF BEGINNING.</p> <p>Containing 4.26 acres, more or less.</p>		
<p><b>SURVEYOR'S REPORT:</b></p> <ol style="list-style-type: none"> <li>1. Bearings shown herein are based on the South line of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, Orange County, Florida, being North 89°29'59" East.</li> <li>2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5B-17.050-.052 requirements.</li> <li>3. The Sketch of Description or the copies thereof are not valid without the signature and the original raised seal of a Florida Surveyor and Mapper.</li> </ol>		
<p style="text-align: center;"><b>DESCRIPTION</b></p> <p style="text-align: center;">FOR</p> <p style="text-align: center;">Unicorp National Developments, Inc. Orange County, Florida</p>	<p>Date: <b>08/19/2015</b>    <b>DM/JLG</b></p> <p>Job Number: <b>51178</b>    Scale: <b>1"=200'</b></p> <p><b>Chapter 5B-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that</b></p> <p style="text-align: center;"><b>THIS IS NOT A SURVEY.</b></p> <p style="text-align: center;"><b>NOT VALID WITHOUT SHEET 2</b></p> <p style="text-align: center;"><b>SHEET 1 OF 2</b></p> <p style="text-align: center;"><b>SEE SHEET 2 FOR SKETCH</b></p>	<p>Certification Number <b>182168</b>    <b>51178624</b></p> <div style="text-align: center;">  <p><b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b> 6300 AIR JUNCTION BOULEVARD Orlando, Florida 32810-4360 (407) 292-2880    Certification Number <b>182168</b> e-mail: <a href="mailto:info@semsurveying.com">info@semsurveying.com</a></p> <p><b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR    Number <b>4791</b></p> </div>



DESCRIPTION		
APR ROAD C LESS 8' OCPS ROW STRIP		
<p><b>DESCRIPTION:</b></p> <p>A portion of the South half of Section 25, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:</p> <p>Commence at the Southwest corner of the Southeast quarter of Section 25, Township 23 South, Range 27 East, Orange County, Florida; thence North 60°12'10" West, a distance of 1272.49 feet along the West line of said Southeast quarter of Section 25; thence departing said West line, South 89°09'42" West, a distance of 45.12 feet to the POINT OF BEGINNING; thence continue South 89°09'42" West, a distance of 4.79 feet to a point of curvature of a curve concave Northerly, having a radius of 779.00 feet and a central angle of 11°51'36"; thence Westerly along the arc of said curve a distance of 161.23 feet to a point of reverse curvature of a curve concave Southerly, having a radius of 721.00 feet and a central angle of 10°50'13"; thence Westerly along the arc of said curve a distance of 136.37 feet to a point on said curve; thence North 09°33'46" West, a distance of 8.11 feet to a line 24.00 feet South of and parallel with the North line of the South half of the Southwest quarter of said Section 25; thence South 69°09'42" West, a distance of 2329.76 feet along said line; thence North 00°36'33" East, a distance of 24.01 feet to said North line of the South half of the Southwest quarter; thence North 89°09'42" East, a distance of 2622.40 feet along said North line to a point on a non-tangent curve concave Easterly, having a radius of 817.50 feet, a central angle of 04°29'22" and a chord bearing of South 82°31'36" East; thence from a tangent bearing South 00°16'55" East, Southerly 64.06 feet along the arc of said curve to the POINT OF BEGINNING.</p> <p>Containing 1.62 acres, more or less.</p>		
<p><b>SURVEYOR'S REPORT:</b></p> <ol style="list-style-type: none"> <li>Bearings shown hereon are based on the West line of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, Orange County, Florida, being North 09°12'10" West.</li> <li>I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17.050-.052 requirements.</li> <li>The Sketch of Description or the copies thereof are not valid without the signature and the original raised seal of a Florida Surveyor and Mapper.</li> </ol>		
<p style="text-align: center;"><b>DESCRIPTION</b></p> <p style="text-align: center;">FOR</p> <p style="text-align: center;">Unicorp National Developments, Inc. Orange County, Florida</p>	<p>Date: 08/19/2015 DM</p> <p>Map No.: 51176 Scale: 1"=400'</p> <p>Chapter 5J-17.050-.052, Florida Administration Code requires that a map description drawing bear the notation that</p> <p style="text-align: center;"><b>THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2</b></p> <p style="text-align: center;">SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>	<p>CERTIFICATION NUMBER 162108 51176032</p> <div style="text-align: center;">   <b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b>              8500 W. American Boulevard              Orlando, Florida 32810-4350              Tel: 407/292-8000 Fax: 407/292-8141              email: info@southeasternsurveying.com         </div> <p style="text-align: center;">JAMES L. PETERSEN REGISTERED LAND SURVEYOR LICENSE 4291</p>





**DESCRIPTION**  
**8' RIGHT OF WAY STRIP**

**DESCRIPTION:**

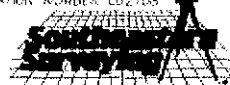
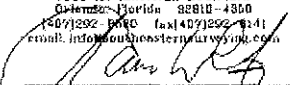
A portion of the South half of Section 25, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

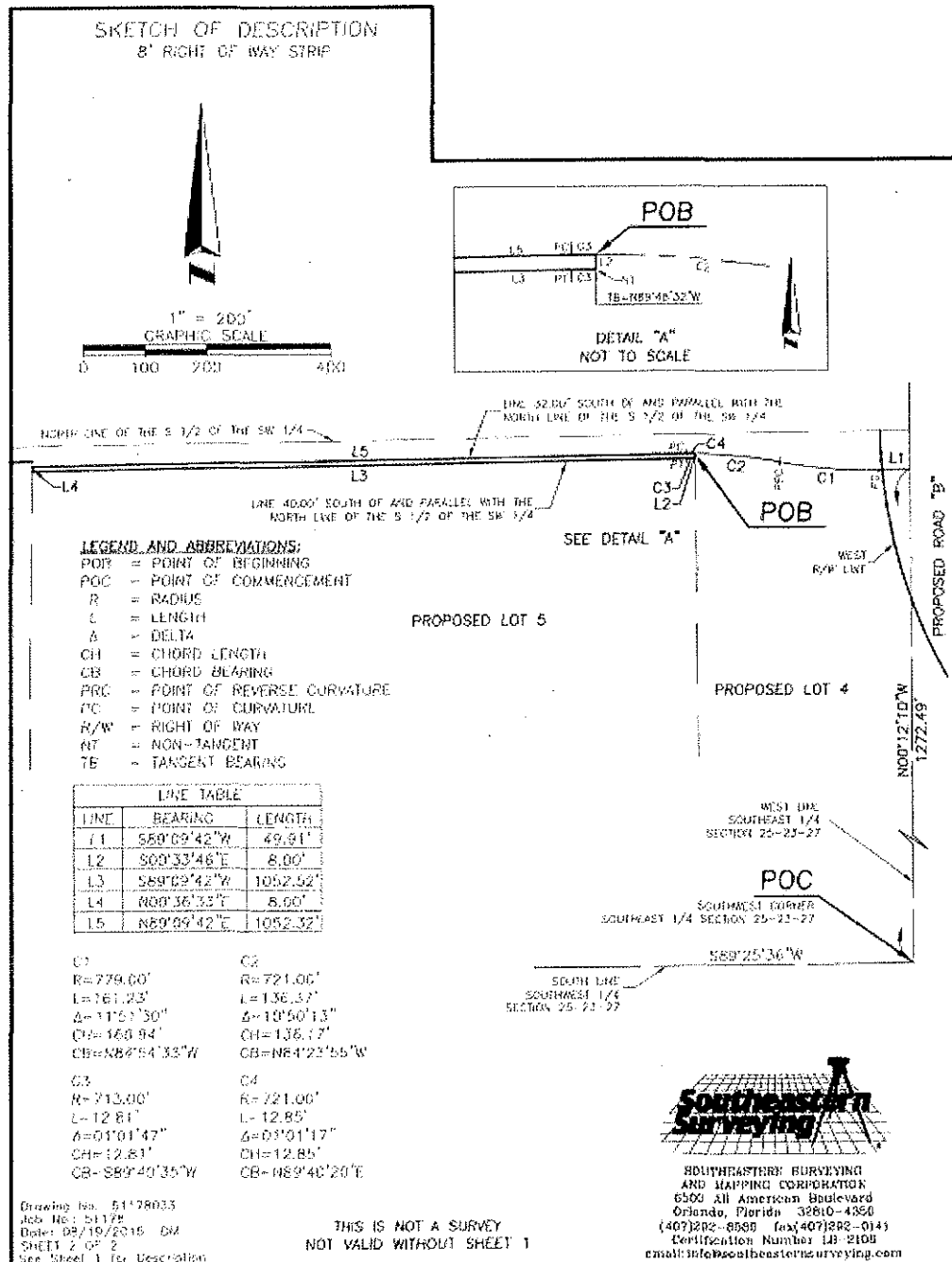
Commence at the Southwest corner of the Southeast quarter of Section 25, Township 23 South, Range 27 East, Orange County, Florida; thence North 00°12'10" West, a distance of 1272.49 feet along the West line of the Southeast quarter of said Section 25, thence departing said West line, South 89°09'42" West, a distance of 49.81 feet to a point of curvature of a curve concave Northerly, having a radius of 779.00 feet and a central angle of 11°51'30"; thence Westerly along the arc of said curve a distance of 161.25 feet to a point of reverse curvature of a curve concave Southerly, having a radius of 779.00 feet and a central angle of 10°50'13"; thence Westerly along the arc of said curve a distance of 136.37 feet to the POINT OF BEGINNING; thence South 60°33'46" East, a distance of 6.00 feet to a point on a non-tangent curve concave Southerly, having a radius of 713.00 feet, a central angle of 0°01'47" and a chord bearing of South 69°40'35" West; thence from a tangent bearing North 89°48'32" West, Westerly 12.81 feet along the arc of said curve to the point of tangency and a point on a line 40.00 feet South of and parallel with the North line of the South half of the Southwest quarter of said Section 25; thence South 89°09'42" West, a distance of 1052.52 feet along said parallel line; thence departing said parallel line, North 00°36'33" East, a distance of 8.00 feet to a point on a line 32.00 feet South of and parallel with the North line of the South half of the Southwest quarter of said Section 25; thence North 69°09'42" East, a distance of 1052.32 feet along said parallel line to a point of curvature of a curve concave Southerly, having a radius of 721.00 feet and a central angle of 0°01'17"; thence Easterly along the arc of said curve a distance of 12.85 feet to the POINT OF BEGINNING.

Containing 5519 square feet or 0.20 acres, more or less.

**SURVEYOR'S REPORT:**

1. Bearings shown herein are based on the West line of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, Orange County, Florida, being North 00°12'10" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 51-17.050-.052 requirements.
3. The Sketch of Description or the copies thereof are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

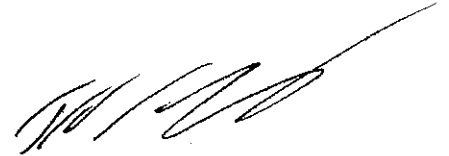
<b>DESCRIPTION</b>	Date: 08/10/2015 GM	CERTIFICATION NUMBER LB2108 5117803X
FOR	Job No.: 51178 Scale: 1"=200'	 <p><b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b> 8500 Al American Boulevard Orlando, Florida 32810-4350 Tel: 407/292-1600 Fax: 407/292-1341 Email: info@southeasternsurveying.com</p>
Unicorp National Developments, Inc.	Chapter 51-17.050-.052, Florida Administrative Code requires that a cadastral description drawing bear the notation that	
Orange County, Florida	<b>THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2</b>	
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	
		 <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR NUMBER 4291



January 11, 2016

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

**FROM:** Todd P. Swingle, P. E., Deputy Director  
Utilities Department



**SUBJECT:** BCC Agenda Item – Consent Agenda  
January 26, 2016 BCC Meeting  
Third Amendment to Orange County/City of Ocoee Water  
Service Territorial Agreement (Contract No. W-88-06) and Fourth  
Amendment to Orange County/City of Ocoee Sewer Service  
Territorial Agreement (Contract No. S-87-8)  
Contact Person: Andres Salcedo, P. E.  
Assistant Director, Utilities Department  
407-254-9719

Orange County Utilities has worked with the City of Ocoee to amend the water and wastewater territorial agreements to transfer the portion of the Ocoee Pines development within the County's service area to the City's service area. The City has paid water and wastewater capital charges for the Ocoee Pines development and in exchange, the County has waived reservation and maintenance fees.

The territorial agreements also increase the territory the County's Director of Utilities may transfer by letter agreement from 20 to 50 acres. Boundary alterations greater than 50 acres require approval by each party's governing board.

Orange County Attorney's Office staff has reviewed the agreements and finds them acceptable as to form. Utilities Department staff recommends approval.

**Action Requested:** Approval and execution of a) Third Amendment to Orange County/City of Ocoee Water Service Territorial Agreement (Contract No. W-88-06) by and between The City of Ocoee and Orange County and b) Fourth Amendment to Orange County/City of Ocoee Sewer Service Territorial Agreement (Contract No. S-87-8) by and between The City of Ocoee and Orange County.

Districts 1 and 2.

**THIRD AMENDMENT  
TO  
ORANGE COUNTY/CITY OF OCOEE  
WATER SERVICE TERRITORIAL AGREEMENT  
(CONTRACT NO. W-88-06)**

THIS THIRD AMENDMENT to the Orange County/City of Ocoee Water Service Territorial Agreement (this "Third Amendment"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between THE CITY OF OCOEE, a municipality created under Florida law and located in Orange County, Florida (hereafter called the "City"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (hereafter called the "County"), and is based on the following premises.

**WHEREAS**, the City and the County entered into the Agreement entitled "Orange County/City of Ocoee Water Service Territorial Agreement" (Contract No. W-88-06) (the "Agreement"), dated November 14, 1988, as recorded on November 23, 1988 in Official Records Book 4034, Page 291, Public Records of Orange County, Florida whereby the City and the County defined a boundary line encompassing an area referred to as the City's "Territorial Areas"; and

**WHEREAS**, the City and the County also entered into that certain First Amendment to Orange County/City of Ocoee Water Service Territorial Agreement

(Contract No. W-88-06) ("First Amendment"), dated February 11, 1994, as recorded on February 23, 1994, in Official Records Book 4702, Page 2576, Public Records of Orange County, Florida whereby the City and the County modified and altered the Territorial Boundary and the City's Territorial Area; and

**WHEREAS**, the City and the County entered into that certain Second Amendment to Orange County/City of Ocoee Water Service Territorial Agreement (Contract No. W-88-06) ("Second Amendment"), dated September 11, 2001, as recorded on January 11, 2002, in Official Records Book 6432, Page 2116, Public Records of Orange County, Florida (the Agreement, the First Amendment, and the Second Amendment hereinafter collectively referred to as the "Water Service Agreement") whereby the City and the County modified and altered the Territorial Boundary and the City's Territorial Area; and

**WHEREAS**, the City and the County desire to modify and alter the Territorial Boundary, as that term is defined in the Water Service Agreement, and the City's Territorial Area, in accordance with the provisions set forth herein; and

**WHEREAS**, Section 4 of the Water Service Agreement provides that the City and the County may alter the Territorial Boundary by mutual consent by the preparation of a document fully describing such alteration, which document is approved by the governing boards of each party and provides the legal description and map of the proposed new Territorial Boundary; and

**WHEREAS**, Section 4.1 of the Water Service Agreement allows for de minimus alterations to the Territorial Boundary (changes to the boundary that alters the City's Territorial Area by less than 20 acres) to be facilitated by letter agreement; and

**WHEREAS**, the Parties intend to authorize changes to the Territorial Boundary as de minimus alterations when the change to the boundary alters the City's Territorial Area by fifty (50) acres or less; and

**WHEREAS**, this Third Amendment fulfills the requirements set forth in Section 4 of the Water Service Agreement and has been approved by the governing boards of each party.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration, the parties agree as follows:

1. The recitals set forth above are true and correct, and by this reference are incorporated into this Third Amendment.
2. Section 4.1 of the Water Service Agreement is hereby amended as follows with additions shown by underlining and deletions shown by strike-through:

4.1 Alteration of Territorial Boundary. Recognizing that future circumstances coupled with good engineering practice and economical operation may necessitate alterations to the Territorial Boundary as herein described, the parties hereby agree that such Territorial Boundary may be altered by mutual consent. The Territorial Boundary may be altered to transfer up to fifty (50) acres of territorial area by written letter agreements signed by both the County's Director of Utilities and the City's Director of Utilities, and each such letter agreement will become an amendment to this Agreement. Documents transferring up to fifty (50) acres of territorial area shall include a legal description and map of the area added or removed from the City's Territorial Area. For boundary alterations

transferring greater than fifty (50) acres, the party desiring such alteration of Territorial Boundary shall prepare documents fully describing such alteration. The documents, changing the Territorial Boundary and transferring more than fifty (50) acres of territorial area, must be approved by the governing boards of each party as amendments to this Agreement. The documents transferring more than fifty (50) acres shall include a legal description of the proposed new Territorial Boundary to amend Exhibit "A" attached hereto.

3. The City's Territorial Boundary shall be modified to include the area described in Exhibit "C", which attached hereto and incorporated in the Water Service Agreement by reference.
4. Except as modified by this Third Amendment, the terms and provisions of the Water Service Agreement shall remain unchanged and in full force and effect.

**[Remainder of Page Intentionally Left Blank]**



IN WITNESS WHEREOF, the City and the County have caused this Third Amendment to be executed by their duly designated representatives as of the date and year indicated 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

**CITY:**

**CITY OF OCOEE, FLORIDA**

By: Rusty Johnson  
Rusty Johnson, Mayor

ATTEST:

Beth Eikenberry  
Beth Eikenberry, City Clerk

(SEAL)

**FOR USE AND RELIANCE ONLY BY  
THE CITY OF OCOEE, FLORIDA.**

Approved as to form and legality this  
5<sup>th</sup> day of Jan, 2016.

**APPROVED BY THE OCOEE CITY  
COMMISSION AT A MEETING HELD  
ON January 5, 2016 UNDER  
AGENDA ITEM NO. 8.**

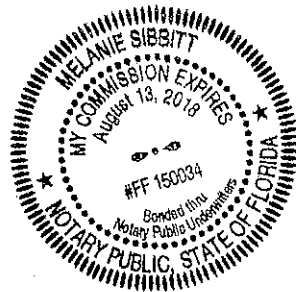
**SHUFFIELD LOWMAN**

By: Scott Cookson  
Scott Cookson, City Attorney

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **BETH EIKENBERRY**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA**, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

5<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this day of January, 2016.



Melanie Sibbitt  
Signature of Notary

Melanie S. Sibbitt  
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal):  
\_\_\_\_\_

My Commission Expires (if not legible on seal):  
\_\_\_\_\_

## Exhibit "A"

### Third Amendment To Orange County/City of Ocoee Water Service Territorial Agreement

The following boundary lines located within and/or by reference to Township 22 South, Range 27 East in Orange County, Florida:

Beginning approximately 900 feet South of the Northeast corner of Section 12, same point being the intersection of the Eastern line of Section 12 with the centerline of East Crown Point Road, thence extend Southerly along the centerline of East Crown Point Road through Sections 12 and 13 to a point of intersection with the centerline of State Road 438 in Section 13, thence East 670.8± feet to the East line of Section 13; thence South along said East line to the Southeast corner of Section 13, thence from the Northeast corner of Section 24 (being the same point as the Southeast corner of Section 13) continue South along the East line of Section 24 to the Southeast corner of the Northeast quarter of the Southeast quarter of Section 24, thence continue South along the East section line 399.74 feet; thence West 945 feet, thence South 234.15 feet, thence East, parallel with the North line of the Southeast quarter of the Southeast quarter, 945.20 feet; thence South along the East section line to the Southeast corner of Section 24, being a point on the centerline of State Road 50, along with:

The following boundary lines located within and/or by reference to Township 22 South, Range 28 East in Orange County, Florida:

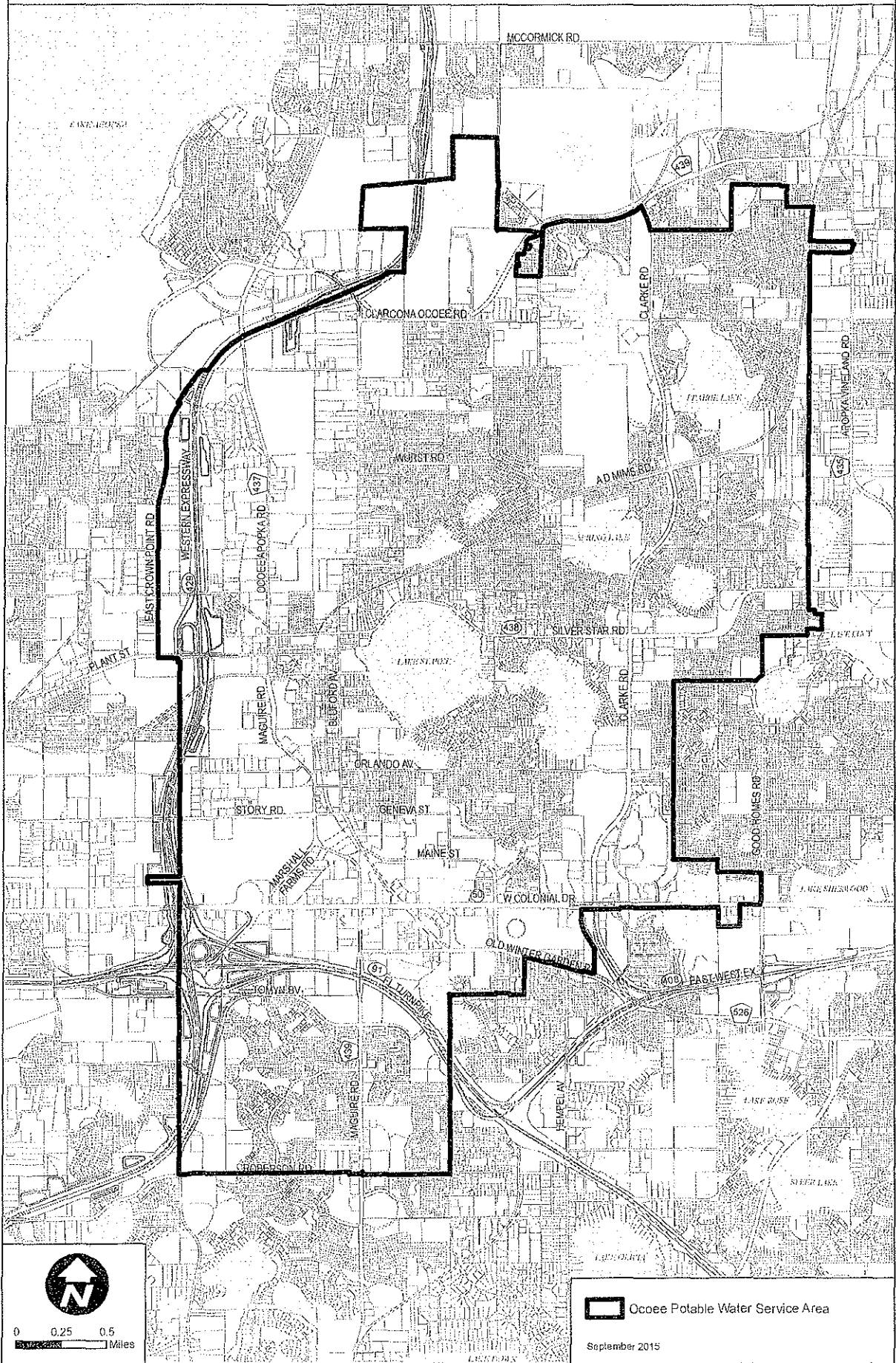
From the Northwest corner of Section 30, (being the same point as the Southeast corner of Section 24, Township 22 South, Range 27 East) extend South along the West section line of Section 30 to the Southwest corner of the Northwest quarter of Section 30, being a point on the centerline of Marshall Farms Road; thence continuing South along the West line of Sections 30 and 31; being the centerline of Windermere Road, to the centerline intersection with Roberson Road within Section 31, thence from the centerline intersection of Windermere Road and Roberson Road, run East, along the centerline of Roberson Road within Section 31 to its point of intersection with the centerline of Maguire Road, said point also being on the East line of Section 31; thence run Easterly to the Southeast corner of the Northwest quarter of Section 32; thence North, along the East line of the West half of Sections 32 and 29, a distance of 5,316± feet to the center point of Section 29; thence East 2,167± feet to the West line of Vanguard Heights Subdivision as recorded in Plat Book X, Page 62 of the Public Records of Orange County, Florida; thence North along the said West line 1,050± feet to the North right-of-way line of Old Winter Garden Road; thence run Southeasterly along the North right-of-way line of Old Winter Garden Road to the point of intersection with the East right-of-way line of Ohio Avenue, thence North 780± feet to the point of intersection with the West limited access line of the East-West Expressway, thence Northerly along the West limited-access line of the East-West Expressway to the South right-of-way line of State Road 50, thence continue North to a

point on the South line of Section 21, thence East along the South line of Section 21 to the Southeast corner of Section 21; thence, South along the West line of Section 27 660± feet to the Southwest corner of the Northwest quarter of the Northwest quarter of Section 27, thence run East 20± feet to the Northwest corner of lot 5, Lakeview Heights Subdivision as recorded in Plat Book E, Page 40 of the Public Records of Orange County, Florida, thence East 640± feet, thence North to the South line of Section 22, thence East to the point of intersection of the South line of Section 22 with the centerline of Good Homes Road; thence run North, along said centerline of Good Homes Road 950± feet; thence, departing said centerline, run West 1,320± feet along the Southern boundary of Rose Hill Subdivision, as recorded in Plat Book 13, Page 129 of the Public Records of Orange County, Florida, to a point lying on the East line of Section 21; thence run North along said East line of Section 21 410± feet to the Northeast corner of the Southeast quarter of the Southeast quarter of Section 21; thence run West 1,320± feet along the Southern boundary of Rose Hill Phase 2, as recorded in Plat Book 16, Page 35 of the Public Records of Orange County, Florida, to the Southwest corner of said subdivision; thence run North to the Northwest corner of the Southeast quarter of the Southeast quarter of Section 16; said corner being the Southwest corner of Silver Bend Unit I Subdivision as recorded in Plat Book 30, Pages 4 and 5 of the Public Records of Orange County, Florida, thence run East along the South line of said Silver Bend Unit I Subdivision to the Northeast corner of the Southeast quarter of the Southeast quarter of Section 16, (said corner also being the Northwest corner of the Southwest quarter of the Southwest quarter of Section 15), thence continue East along the quarter-quarter section line of Section 15, to the Southeast corner of the Northwest quarter of the Southwest quarter of Section 15, thence run North along the East line of the West half of the Southwest quarter of Section 15 to the Northeast corner of the Northwest quarter of the Southwest quarter of Section 15, being a point on the South line of Temple Grove Estates Phase 1A as recorded in Plat Book 29, Pages 150 and 151 of the Public Records of Orange County, Florida, thence run East along the South line of Temple Grove Estates Phase 1A to the Southeast corner of Lot 26 of Temple Grove Estates Phase 1A, thence following the plat of Temple Grove Estates Phase 1A, run N 00°00'46" W a distance of 180 feet, thence run N 89°52'22" E a distance of 431.89 feet to the West right-of-way line of Good Homes Road, thence run N 01°12'32" W a distance of 454.93 feet to the Northeast corner of Lot 1 of Temple Grove Estates Phase 1A, then run S 89°49'18" W a distance of 217.84 feet, thence run N 01°12'32" W a distance of 100.00 feet to a point on the North line of Lot 3 of Temple Grove Estates Phase 1A, said point lying 9.65 feet East of the Northwest corner of said Lot 3, thence run West along the North line of Temple Grove Estates Phase 1A to a point, said point being the intersection of the North line of Temple Grove Estates Phase 1A and the East line of the West half of Section 15, thence run North along the said East line to the Northeast corner of the Northwest quarter of Section 15, thence from the Southeast corner of the Southwest quarter of Section 10 (being the same point as the Northeast corner of the Northwest quarter of Section 15) continue North along the quarter section line to the Northeast corner of the Northwest quarter of Section 10, thence from the Southeast corner of the Southwest quarter of Section 3 (being the same point as the Northeast corner of the Northwest quarter of Section 10) continue North along the quarter section line to a point, being the intersection of the Easterly right-of-way line of the Seaboard Coastline Railroad and the South line of the South half of the North half of the Southwest quarter of the Northeast quarter of Section 3 as shown on the Plat of Sawmill Phase 1 as recorded in Plat Book 23, Pages 32 through 35 of the Public Records of Orange County, Florida, thence following the Plat of Sawmill Phase 1, run S 89°38'32" E a distance of 1,263.54 feet, to a point on the Westerly right-of-way line of Apopka-Vineland Road, said point being a point

on a curve concave Southeasterly having a radius of 603.68 feet, thence run Northerly along the arc of said curve through a central angle of  $25^{\circ}21'14''$  a distance of 267.13 feet to a point, thence departing said curve and said right-of-way line, run N  $89^{\circ}40'49''$  W a distance of 66.40 feet, thence run N  $00^{\circ}38'29''$  E a distance of 82.72 feet, thence run N  $89^{\circ}45'05''$  W a distance of 1,254.47 feet to the Easterly right-of-way line of the Seaboard Coastline Railroad, thence run Northerly along the said Easterly right-of-way line 1050± feet, thence West 150± feet to the Northeast corner of Lot 13 of Sawmill Subdivision Phase 1, continue West 670± feet, to a point being the center of the Northeast quarter of the Northwest quarter of Section 3 (same point being the Southwest corner of Orange County parcel 03-22-28-0000-00-001), thence North along the Westerly line of said parcel to a point being a point on the North line of Section 3 (same point being the Northwest corner of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 3), thence West along the North line of Section 3 1620± feet to a point being the Northeast corner of the Northwest quarter of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 3, thence run South to a point being the Southeast corner of the Southeast quarter the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 3 ( same point being 310± feet West of the Southeast corner of the Northeast quarter of the Northeast quarter of Section 4), thence run West to the East right-of-way line of Clarke Road, thence Northerly along the East right-of-way line of Clarke Road to the center line of Ocoee Clarcona Road thence Westerly along the centerline of Ocoee Clarcona Road to the West line of Section 4, thence South along the West line of Section 4 to the Southeast corner of the Northeast quarter of Section 5, thence run N  $88^{\circ}07'19''$  W along the South line of the Northeast quarter of Section 5 a distance of 663.96 feet to a point on the east line of Tract E, Ocoee Pines, according to the plat thereof, as recorded in Plat Book 86, ages 94-95, of the public records of Orange County, Florida, thence departing said south line, run northerly along said east line of Tract E the following seven (7) courses, run N  $00^{\circ}13'07''$  E a distance of 0.97 feet, thence run N  $88^{\circ}02'42''$  W a distance of 11.04 feet, thence run N  $02^{\circ}17'25''$  E a distance of 283.00 feet, thence run S  $88^{\circ}02'42''$  E a distance of 75.00 feet, thence run N  $02^{\circ}17'25''$  E a distance of 104.00 feet, thence run N  $88^{\circ}02'42''$  W a distance of 50.35 feet, thence run N  $02^{\circ}18'14''$  E a distance of 219.18 feet to a point on the easterly right-of-way line of Clarcona-Ocoee Road, thence run N  $29^{\circ}29'43''$  E along said easterly right-of-way line a distance of 43.79 feet to the southeast corner of Tract F, said Ocoee Pines, thence departing said easterly right-of-way line, run the along the south and east boundary of said Tract F the following six (6) courses, run S  $88^{\circ}02'37''$  E a distance of 180.08 feet, thence run N  $02^{\circ}18'00''$  E a distance of 154.01 feet, thence run S  $88^{\circ}02'42''$  E a distance of 150.17 feet, thence run N  $02^{\circ}14'05''$  E a distance of 104.00 feet, thence run N  $88^{\circ}02'35''$  W a distance of 125.05 feet, thence run N  $02^{\circ}22'21''$  E a distance of 111.52 feet to a point on aforesaid easterly right-of-way line of Clarcona-Ocoee Road, said point being a point on a non-tangent curve concave southeasterly having a radius of 1528.85 feet, a central angle of  $04^{\circ}21'17''$ , a chord bearing of N  $39^{\circ}10'28''$  E and a chord distance of 116.17 feet, thence run northeasterly along the arc of said curve a distance of 116.20 feet to a point on the center line of Coast Line Avenue as shown on the plat of West Orange Park, as recorded in Plat Book M, Pages 1, 4 and 5, thence departing said curve and said easterly right-of-way line, run N  $73^{\circ}31'17''$  E along said centerline a distance of 450± to a point on the east line of the Southeast quarter of the Northeast quarter of Section 5, Township 22 South, Range 28 East, thence North along said east line to the Northeast corner of the Southeast quarter of the Northeast quarter of Section 5, thence run West along the North line of the Southeast quarter of the Northeast quarter to the Northeast corner of Tract A-2, of aforesaid Ocoee Pines, thence South along the East line of Tract A-2 to the Northeast corner of the Park Tract as shown on the Plat of aforesaid West Orange Park; thence along the South line of said Park Tract to the Southwest

corner thereof, thence North along the West line of said Park Tract to the Southwest corner of aforesaid Tract A-2, thence North along the West line of said Tract A-2 to a point on the aforesaid North line of the Southeast quarter of the Northeast quarter of Section 5, thence run West along said North line to the Southeast corner of the Northwest quarter of the Northeast quarter of Section 5, thence run North to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 5, thence run North along the East line of the West half of the Southeast quarter of Section 32, Township 21 South, range 28 East, to a point, said point being 80± feet South of the Northeast corner of the Southwest quarter of the Southeast quarter of said Section 32, thence run West to a point, said point being 80± feet South of the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 32, thence run South to the Southwest corner of the Southeast quarter of said Section 32, thence from the Northeast corner of the Northwest quarter of Section 5, Township 22 South, Range 28 East, (being the same point as the Southwest corner of the Southeast quarter of Section 32, Township 21 South, Range 28 East) run West along the North line of said Section 5 to the Northwest corner of said Section 5, thence run South to the Southwest corner of the Northwest quarter of the Northwest quarter of Section 5, thence run East to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 5, thence run South to the Southwest corner of the Southeast quarter of the Northwest quarter of Section 5, thence run West 600± feet to the East limited access line of the Western Beltway, then, continue Southwesterly along the East limited access line to a point of intersection with the North right-of-way line of Fullers Cross Road, thence Southwesterly along the said North right-of-way line to the point of beginning.

Ocoee Potable Water Service Area



## Exhibit "C"

Third Amendment to Orange County/City of  
Ocoee Water Service Territorial Agreement  
(Contract NO. W-88-06)

### LEGAL DESCRIPTION:

#### PARCEL 1B:

A PORTION OF TRACT C, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE N88°07'19"W, ALONG THE THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1099.02 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CLARCONA-OCOEE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 8636, PAGE 4289, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N88°07'19"W, ALONG SAID SOUTH LINE AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 1550.55 FEET TO A POINT ON A LINE LYING 15.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF TRACT C, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94-95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N00°18'47"E, ALONG SAID PARALLEL LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 117.61 FEET TO A POINT ON A LINE LYING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT C; THENCE N02°50'40"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 1267.56 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT C; THENCE S86°57'56"E, ALONG SAID NORTH LINE, A DISTANCE OF 1313.24 FEET; THENCE CONTINUE ALONG SAID NORTH LINE, S86°59'30"E, A DISTANCE OF 25.32 FEET TO THE NORTHWEST CORNER OF TRACT A-2, OF SAID OCOEE PINES; THENCE S03°00'30"W, ALONG THE WEST LINE OF SAID TRACT A-2, A DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF PARK TRACT AS SHOWN ON THE PLAT OF WEST ORANGE PARK, AS RECORDED IN PLAT BOOK M, PAGES 1, 4 AND 5 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S02°16'50"W, A DISTANCE OF 17.86 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N73°31'17"E, ALONG THE SOUTH LINE OF SAID PARK, A DISTANCE OF 53.54 FEET TO THE SOUTHEAST CORNER OF SAID A-2; THENCE N03°00'30"E, A DISTANCE OF 25.00 FEET TO THE AFORESAID NORTH LINE OF TRACT C; THENCE S86°59'30"E, ALONG SAID NORTH LINE, A DISTANCE OF 940.67 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF CLARCONA-OCOEE ROAD; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1653.55 FEET, A CENTRAL ANGLE OF 19°02'55", A CHORD BEARING OF S39°01'11"W AND A CHORD DISTANCE OF 547.21 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 549.74 FEET TO A POINT ON A RADIAL LINE; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S60°30'17"E, ALONG SAID RADIAL LINE, A DISTANCE OF 4.70 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, S29°29'43"W, A DISTANCE OF 1015.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 59.67 ACRES, MORE OR LESS.

AND

(CONTINUED ON SHEET 2 OF 6)

*William D. Donley* 11/30/15  
WILLIAM D. DONLEY DATE  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381

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

SHEET 1 OF 6

(SEE SHEETS 5 & 6 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

### SKETCH OF DESCRIPTION

-OF-

THAT PORTION OF OCOEE  
PINES, PLAT BOOK 66, PAGES  
94 & 95, LYING IN THE NORTH  
1/2 OF SECTION 5, TOWNSHIP  
22 SOUTH, RANGE 28 EAST,

ORANGE COUNTY

FLORIDA



## Dewberry

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

JTD LAND AT  
OCOEE PINES, LLC  
(ORANGE COUNTY)

DATE: 02/27/15  
REV DATE: 11/30/15  
SCALE 1" = 500'

PROJ: 50060691  
DRAWN BY: LAT  
CHECKED BY: WDD



Drawing name: S:\Ocoee Pines\_Jr Davis\_Job 50060691\DWG-Land\DT\OPD\_ID\_sursketch\_Ocoee Pines\_County.dwg Ocoee Pines Nov 30, 2015 10:42am by: lthibodeau

**LEGAL DESCRIPTION:** (CONTINUED FROM SHEET 1 OF 6)

**PARCEL 3B:**

A PORTION OF TRACT E, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE N88°07'19"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 663.96 FEET TO A POINT ON THE EASTERLY LINE OF TRACT E, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N88°07'19"W, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 299.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CLARCONA-OCOEE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 8636, PAGE 4289, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N29°29'43"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 685.18 FEET TO A POINT ON THE EASTERLY BOUNDARY OF AFORESAID TRACT E; THENCE SOUTHERLY ALONG SAID EASTERLY BOUNDARY THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; THENCE S02°18'14"W, A DISTANCE OF 219.18 FEET; THENCE S88°02'42"E, A DISTANCE OF 50.35 FEET; THENCE S02°17'25"W, A DISTANCE OF 104.00 FEET; THENCE N88°02'42"W, A DISTANCE OF 75.00 FEET; THENCE S02°17'25"W, A DISTANCE OF 283.00 FEET; THENCE S88°02'42"E, A DISTANCE OF 11.04 FEET; THENCE S00°13'07"W, A DISTANCE OF 0.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 2.14 ACRES, MORE OR LESS.

AND

**PARCEL 4:**

ALL OF TRACT F, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE N88°07'19"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 963.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CLARCONA-OCOEE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 8636, PAGE 4289, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N29°29'43"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 728.97 FEET TO THE SOUTHWEST CORNER OF TRACT F, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N29°29'43"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 223.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1528.85 FEET, A CENTRAL ANGLE OF 07°30'07", A CHORD BEARING OF N33°14'46"E AND A CHORD DISTANCE OF 200.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.18 FEET TO THE NORTHERLY MOST CORNER OF SAID TRACT F; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID TRACT F THE FOLLOWING FIVE (5) COURSES AND DISTANCES: S02°22'21"W, A DISTANCE OF 111.52 FEET; THENCE S88°02'35"E, A DISTANCE OF 125.05 FEET; THENCE S02°14'05"W, A DISTANCE OF

(CONTINUED ON SHEET 3 OF 6)

**SHEET 2 OF 6**

(SEE SHEETS 5 & 6 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

—OF—

**THAT PORTION OF OCOEE  
PINES, PLAT BOOK 66, PAGES  
94 & 95, LYING IN THE NORTH  
1/2 OF SECTION 5, TOWNSHIP  
22 SOUTH, RANGE 28 EAST,**

ORANGE COUNTY

FLORIDA



**Dewberry**

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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**JTD LAND AT  
OCOEE PINES, LLC  
(ORANGE COUNTY)**

DATE: 02/27/15  
REV DATE: 11/30/15  
SCALE 1" = 800'

PROJ: 50060691  
DRAWN BY: LAT  
CHECKED BY: WDD

**LEGAL DESCRIPTION:** (CONTINUED FROM SHEET 2 OF 6)

104.00 FEET; THENCE N88°02'42"W, A DISTANCE OF 150.17 FEET; THENCE S02°18'00"W, A DISTANCE OF 154.01 FEET TO THE SOUTHEAST CORNER OF SAID TRACT F; THENCE N88°02'37"W, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 180.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.94 ACRES, MORE OR LESS.

AND

**PARCEL 5:**

ALL OF TRACT G, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE N88°07'19"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 963.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CLARCONA-OCOEE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 8636, PAGE 4289, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N29°29'43"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 952.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1528.85 FEET, A CENTRAL ANGLE OF 11°51'23", A CHORD BEARING OF N35°25'25"E AND A CHORD DISTANCE OF 315.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 316.37 FEET TO THE SOUTHWEST CORNER OF TRACT G, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID CURVE HAVING A RADIUS OF 1528.85 FEET, THROUGH A CENTRAL ANGLE OF 10°09'40", AN ARC DISTANCE OF 271.13 FEET TO THE NORTHWEST CORNER OF SAID TRACT G; THENCE S86°59'30"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 132.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT G; THENCE S02°44'54"E ALONG THE EAST LINE THEREOF, A DISTANCE OF 81.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT G; THENCE S73°31'17"W, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 346.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.64 ACRES, MORE OR LESS.

**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AS BEING N88°07'19"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

**LEGEND:**

—	LINE BREAK
⊙	CENTERLINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
PC	POINT OF CURVATURE
PNT	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
RP	RADIAL POINT
R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
SEC	SECTION-TOWNSHIP-RANGE

**SHEET 3 OF 6**

(SEE SHEETS 5 & 6 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

—OF—

**THAT PORTION OF OCOEE  
PINES, PLAT BOOK 66, PAGES  
94 & 95, LYING IN THE NORTH  
1/2 OF SECTION 5, TOWNSHIP  
22 SOUTH, RANGE 28 EAST,**

ORANGE COUNTY

FLORIDA



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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**JTD LAND AT  
OCOEE PINES, LLC  
(ORANGE COUNTY)**

DATE: 02/27/15  
REV DATE: 11/30/15  
SCALE 1" = 500'

PROJ: 50060691  
DRAWN BY: LAT  
CHECKED BY: WDD



0 250 500  
1 INCH = 500 FEET

NOT PLATTED

TRACT A-2

PARK, P.B. M, PG. 4 NOT PLATTED  
(NOT INCLUDED)

TRACT G  
FUTURE  
DEVELOPMENT

NOT PLATTED

LOTS 26 &  
27, BLOCK 2,  
P.B. M, PG. 5

SHEET 6

OCOE PINES  
P.B. 66, PGS. 94-95

TRACT C  
FUTURE DEVELOPMENT

TRACT A  
AVACADO STREET

LOTS 1 & 2,  
BLOCK 9,  
P.B. M, PG. 5

TRACT C  
FUTURE DEVELOPMENT

LOTS 28 & 29, BLOCK  
22, P.B. M, PG. 4

TRACT A-1

LOTS 47 &  
48, BLOCK 26,  
P.B. M, PG. 1

TRACT F FUTURE  
DEVELOPMENT

SHEET 5

TRACT E  
FUTURE  
DEVELOPMENT

NOT PLATTED

NOT PLATTED

**SOUTH PARK ROW**  
(VACATED PER O.R.B. 9514, PG. 4517)

BLOCK 37

WEST ORANGE PARK  
P.B. M, PG. 1

BLOCK 38

TRACT B  
ROAD R/W

BLOCK 39

WEST ORANGE PARK  
P.B. M, PG. 1

TRACT D  
FUTURE DEVELOPMENT

**JAY AVENUE**  
(VACATED PER O.R.B. 9514, PG. 4517)

**CLARCONA-OCOE ROAD**  
(R/W WIDTH VARIES PER O.R.B. 8538, PG. 4289)

BLOCK 10

BLOCK 11

BLOCK 15

WEST ORANGE PARK  
P.B. M, PG. 4

BLOCK 16

BLOCK 23

SHEET 4 OF 6

(SEE SHEETS 1, 2 & 3 FOR DESCRIPTION OF  
SKETCH, NOTES & LEGEND AND ABBREVIATIONS)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

### SKETCH OF DESCRIPTION

-OF-

THAT PORTION OF OCOEE  
PINES, PLAT BOOK 66, PAGES  
94 & 95, LYING IN THE NORTH  
1/2 OF SECTION 5, TOWNSHIP  
22 SOUTH, RANGE 28 EAST,

ORANGE COUNTY

FLORIDA



## Dewberry

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

JTD LAND AT  
OCOE PINES, LLC  
(ORANGE COUNTY)

DATE: 02/27/15  
REV DATE: 11/30/15  
SCALE 1" = 500'

PROJ: 50060691  
DRAWN BY: LAT  
CHECKED BY: WDD



-OF-

ORANGE COUNTY



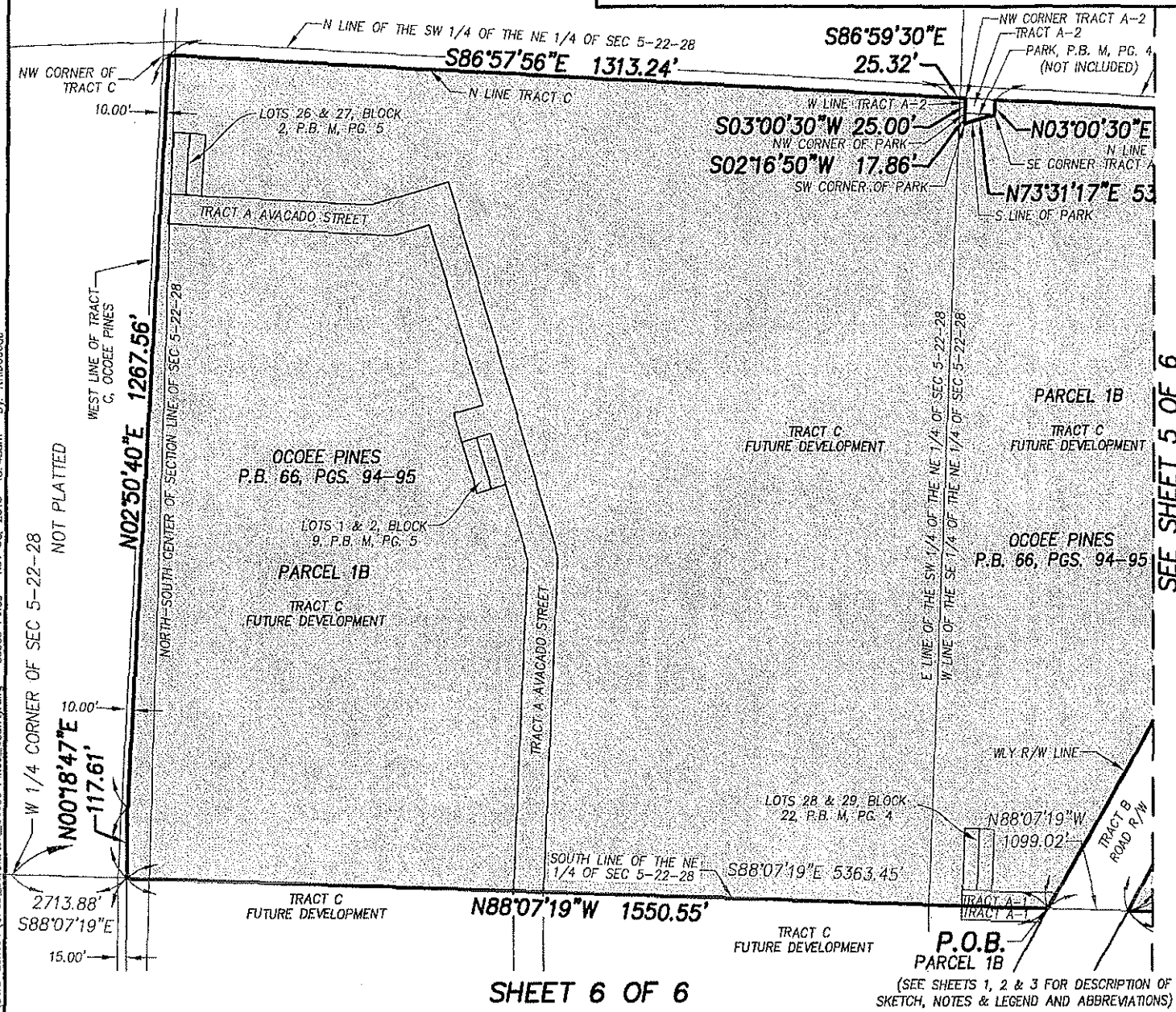
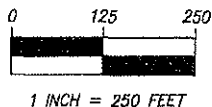
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Drawing name: S:\Ocoee Pines, Jr Davis, Job 50060691\DWG-Land\Ocoee Pines, County.dwg Ocoee Pines Nov 30, 2015 10:43am by: lthibodeau



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

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**Dewberry**

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DRAWN BY: LAT  
CHECKED BY: WDD

**FOURTH AMENDMENT  
TO  
ORANGE COUNTY/CITY OF OCOEE  
SEWER SERVICE TERRITORIAL AGREEMENT  
(CONTRACT NO. S-87-8)**

THIS FOURTH AMENDMENT to the Orange County/City of Ocoee Sewer Service Territorial Agreement (this "Fourth Amendment"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between THE CITY OF OCOEE, a municipality created under Florida law and located in Orange County, Florida (hereafter called the "City"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (hereafter called the "County"), and is based on the following premises.

WHEREAS, the County and Prima Vista Utility Company, Inc., ("PVU") entered into that certain agreement entitled "Orange County/City of Ocoee Sewer Service Territorial Agreement formerly known as the Orange County/Prima Vista Utility Company, Inc. Sewer Service Territorial Agreement (Contract No. S-87-8)", dated June 8, 1987 (the "PVU Agreement"), as recorded on June 10, 1987, in Official Records Book 3894, Page 1363, Public Records of Orange County, Florida, which was assigned by PVU to the City by virtue of that certain assignment entitled "Assignment of Sewer Service Territorial Agreement," dated November 30, 1987 (collectively, the "PVU Agreement and

Assignment" is referred to as the "Agreement"); and

**WHEREAS**, the City and the County also entered into that certain agreement entitled "First Amendment to Orange County/City of Ocoee Sewer Service Territorial Agreement (Contract No. S-87-8)" (the "First Amendment"), dated February 11, 1994, as recorded on February 23, 1994, in Official Records Book 4702, Page 2589, Public Records of Orange County, Florida; and

**WHEREAS**, the City and the County entered into that certain agreement entitled "Second Amendment to Orange County/City of Ocoee Sewer Service Territorial Agreement and Termination of the Orange County/City of Ocoee/West Oaks Square, Inc. Wastewater Agreement for De Minimus Capacity" (the "Second Amendment"), dated February 2, 1999, as recorded on December 7, 1999, in Official Records Book 5896, Page 3531, Public Records of Orange County, Florida; and

**WHEREAS**, the City and the County entered into that certain agreement entitled "Third Amendment to Orange County/City of Ocoee Sewer Service Territorial Agreement (Contract No. S-87-8)" (the "Third Amendment"), dated September 11, 2001, as recorded on January 11, 2002, in Official Records Book 6432, Page 2130, Public Records of Orange County, Florida (the Agreement, the First Amendment, the Second Amendment, and the Third Amendment hereinafter are collectively referred to as the "Sewer Service Agreement"); and

**WHEREAS**, the City and the County desire to modify and alter the Territorial Boundary, as that term is defined in the Sewer Service Agreement, in accordance with the provisions set forth herein; and

**WHEREAS**, Section 4 of the Sewer Service Agreement provides that the City

and the County may alter the Territorial Boundary by mutual consent by the preparation of a document fully describing such alteration, which document is approved by the governing boards of each party and provides the legal description and map of the proposed new Territorial Boundary; and

**WHEREAS**, Section 4.1 of the Sewer Service Agreement allows for de minimus changes to the Territorial Boundary (boundary changes that alter the City Territorial Area by less than twenty (20) acres) to be facilitated by letter agreement; and

**WHEREAS**, the Parties intend to authorize changes to the Territorial Boundary that alter the City Territorial Area by fifty (50) acres or less to be accomplished by letter agreement; and

**WHEREAS**, this Fourth Amendment fulfills the requirements set forth in Section 4 of the Sewer Service Agreement and has been approved by the governing boards of each party.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration, the parties agree as follows:

1. The recitals set forth above are true and correct and by this reference are incorporated into this Fourth Amendment.

2. Section 4.1 of the Sewer Service Agreement is hereby modified to read as follows:

4.1 Alteration of Territorial Boundary. Recognizing that future circumstances coupled with good engineering practice and economical operation may necessitate alterations to the Territorial Boundary as herein described, the parties hereby agree that such Territorial Boundary may be



altered by mutual consent.

a. The Territorial Boundary may be altered to transfer up to fifty (50) acres of territorial area by written letter agreements signed by both the County's Director of Utilities and the City's Director of Utilities and each such letter agreement will become an amendment to this agreement. Documents transferring up to fifty (50) acres of territorial area shall include a legal description and map of the area added to or removed from the City's Territorial Area.

b. For boundary alterations that transfer greater than fifty (50) acres of territorial area, the party desiring such alteration of Territorial Boundary shall prepare documents fully describing such alteration. Documents altering the Territorial Boundary and transferring greater than fifty (50) acres of territorial area must be approved by the governing boards as amendments to this Agreement. Documents transferring greater than fifty (50) acres of territorial area shall include a legal description of the proposed Territorial Boundary to amend Exhibit "A" attached hereto.

3. The City's Territorial Boundary shall be expanded to include the area described in Exhibit "C", which is attached hereto and incorporated by this reference in the Sewer Service Agreement.

4. Except as modified by this Fourth Amendment, the terms and provisions of the Sewer Service Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and the County have caused this Fourth Amendment to be executed by their duly designated representatives as of the date and year indicated below.

**COUNTY**

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

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

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

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

**CITY**

CITY OF OCOEE

By: Rusty Johnson  
Rusty Johnson, Mayor

Attest: Beth Eikenberry  
By: Beth Eikenberry  
Beth Eikenberry, City Clerk

FOR USE AND RELIANCE ONLY BY  
THE CITY OF OCOEE, FLORIDA;  
APPROVED AS TO FORM AND  
LEGALITY this 5<sup>th</sup> day of  
Jan., 2016.

APPROVED BY THE OCOEE CITY  
COMMISSION AT A MEETING  
HELD ON January 5, 2016  
UNDER AGENDA ITEM NO. 8

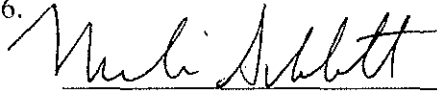
SHUFFIELD LOWMAN & WILSON, P.A.

By: [Signature]  
City Attorney

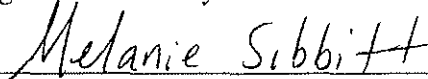
STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **BETH EIKENBERRY**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA**, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this 5<sup>th</sup> day of January, 2016.



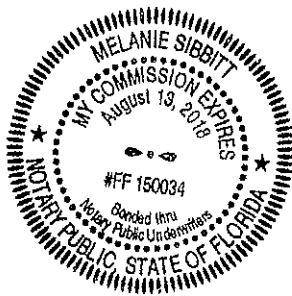
Signature of Notary



Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal):

My Commission Expires (if not legible on seal):



## Exhibit "A"

### Fourth Amendment To Orange County/City of Ocoee Sewer Service Territorial Agreement

The following boundary lines located within and/or by reference to Township 22 South, Range 27 East in Orange County, Florida:

Beginning approximately 900 feet South of the Northeast corner of Section 12, same point being the intersection of the Eastern line of Section 12 with the centerline of East Crown Point Road, thence extend Southerly along the East Crown Point centerline through Sections 12 and 13 to a point of intersection with the centerline of State Road 438 in Section 13, thence East 670.8± feet to the East line of Section 13; thence South along said East line to the Southeast corner of Section 13, thence from the Northeast corner of Section 24 (being the same point as the Southeast corner of Section 13) continue South along the East line of Section 24 to the Southeast corner of the Northeast quarter of the Southeast quarter of Section 24, thence continue South along the East section line 399.74 feet; thence West 945 feet, thence South 234.15 feet, thence East, parallel with the North line of the Southeast quarter of the Southeast quarter, 945.20 feet; thence South along the East section line to the Southeast corner of Section 24, being a point on the centerline of State Road 50, along with:

The following boundary lines located within and/or by reference to Township 22 South, Range 28 East in Orange County, Florida:

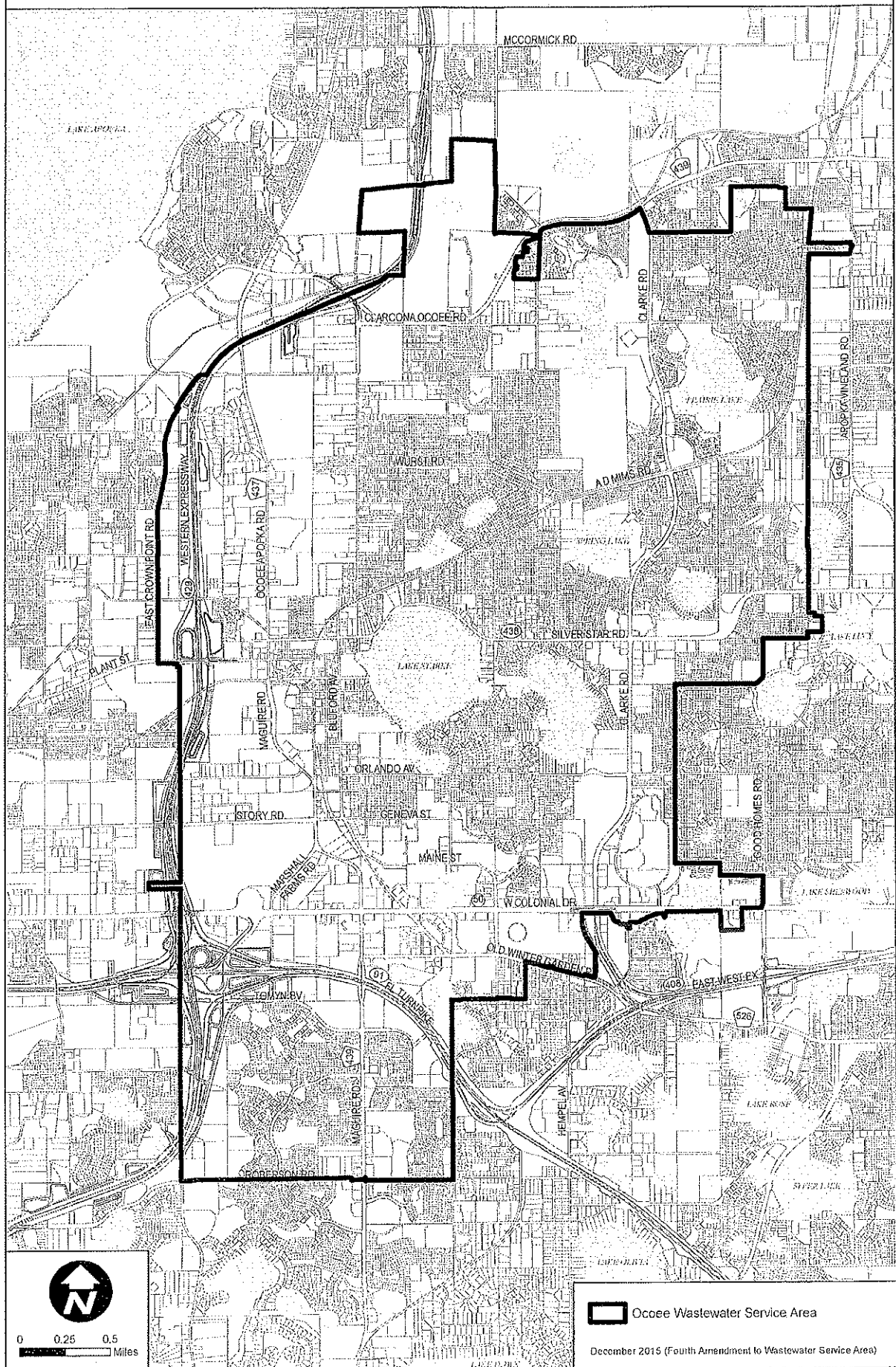
From the Northwest corner of Section 30, (being the same point as the Southeast corner of Section 24, Township 22 South, Range 27 East) extend South along the West section line of Section 30 to the Southwest corner of the Northwest quarter of Section 30, being a point on the centerline of Marshall Farms Road; thence continuing South along the West line of Sections 30 and 31; being the centerline of Windermere Road, to the centerline intersection with Roberson Road within Section 31, thence from the centerline intersection of Windermere Road and Roberson Road, run East along the centerline of Roberson Road within Section 31 to its point of intersection with the centerline of Maguire Road, said point also being on the East line of Section 31; thence run Easterly to the Southeast corner of the Northwest quarter of Section 32; thence North, along the East line of the West half of Sections 32 and 29, a distance of 5,316± feet to the center point of Section 29; thence East 2,167± feet to the West line of Vanguard Heights Subdivision as recorded in Plat Book X, Page 62 of the Public Records of Orange County, Florida; thence North along the said West line 1,050± feet to the North right-of-way line of Old Winter Garden Road; thence run Southeasterly along the North right-of-way line of Old Winter Garden Road to the point of intersection with the East right-of-way line of Ohio Avenue, thence North 780± feet to the point of intersection with the West limited access line of the East-West Expressway, thence Northerly along the West limited-access line of the East-West Expressway to the South right-of-way line of State Road 50; thence continue North to a

point on the South line of Section 21, thence Easterly along said right-of-way to the intersection point between the East right-of-way of Citrus Oaks Avenue and the Southerly right-of-way of State Road 50; thence Southerly along said East right-of-way of Citrus Oaks Avenue to a point of curvature of a curve concave to the northeast; thence along said curve having a radius of 345.00', a central angle of 49°50'44", an arc distance of 300.14' to a point of reverse curvature; thence along said curve being concave to the Southwest, having a radius of 503.53', a central angle of 20°02'25", an arc distance of 176.12'; thence S 89°26'46" E, a distance of 21.16' to a point on the West right-of-way of Michigan avenue; thence N 00°18'54" E a distance of 268.92'; thence leaving said West right-of-way, S 89°32'56" E to a point on the east right-of-way of Michigan avenue; thence run Southeasterly along the arc of a curve, concave Westerly, having a radius of 96.15', a central angle of 76°32'53", an arc distance of 128.21'; thence S 89°48'43" E a distance of 179.16'; thence N 00°18'54" E a distance of 18.00'; thence N 63°05'14" E a distance of 200.00'; thence N 62°48'55" E a distance of 126.45'; thence N 71°09'57" E a distance of 101.04'; thence N 72°29'39" E a distance of 161.43'; thence S 86°56'51" E a distance of 130.64'; thence S 37°45'43" E a distance of 120.30'; thence N 20°24'53" E a distance of 179.89'; to a point on the South right-of-way line of State Road 50; thence continue North to a point on the south line of Section 21, thence East along the South line of Section 21 to the Southeast corner of Section 21; thence, South along the West line of Section 27 660± feet to the Southwest corner of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 27, thence run East 20± feet to the Northwest corner of lot 5, Lakeview Heights Subdivision as recorded in Plat Book E, Page 40 of the Public Records of Orange County, Florida, thence East 640± feet, thence North to the South line of Section 22, thence East to the point of intersection of the South line of Section 22 with the centerline of Good Homes Road; thence run North, along said centerline of Good Homes Road 950± feet; thence, departing said centerline, run West 1,320± feet along the Southern boundary of Rose Hill Subdivision, as recorded in Plat Book 13, Page 129 of the Public Records of Orange County, Florida, to a point lying on the East line of Section 21; thence run North along said East line of Section 21 410± feet to the Northeast corner of the Southeast quarter of the Southeast quarter of Section 21; thence run West 1,320± feet along the Southern boundary of Rose Hill Phase 2, as recorded in Plat Book 16, Page 35 of the Public Records of Orange County, Florida, to the Southwest corner of said subdivision; thence run North to the Northwest corner of the Southeast quarter of the Southeast quarter of Section 16; said corner being the Southwest corner of Silver Bend Unit I Subdivision as recorded in Plat Book 30, Pages 4 and 5 of the Public Records of Orange County, Florida, thence run East along the South line of said Silver Bend Unit I Subdivision to the Northeast corner of the Southeast quarter of the Southeast quarter of Section 16, (said corner also being the Northwest corner of the Southwest quarter of the Southwest quarter of Section 15), thence continue East along the quarter-quarter section line of Section 15, to the Southeast corner of the Northwest quarter of the Southwest quarter of Section 15, thence run North along the East line of the West half of the Southwest quarter of Section 15 to the Northeast corner of the Northwest quarter of the Southwest quarter of Section 15, being a point on the South line of Temple Grove Estates Phase 1A as recorded in Plat Book 29, Pages 150 and 151 of the Public Records of Orange County, Florida, thence run East along the South line of Temple Grove Estates Phase 1A to the Southeast corner of Lot 26 of Temple Grove Estates Phase 1A, thence following the plat of Temple Grove Estates Phase 1A, run N 00°00'46" W a distance of 180 feet, thence run N 89°52'22" E a distance of 431.89 feet to the West right-of-way line of Good Homes Road, thence run N 01°12'32" W a distance of 454.93 feet to the Northeast corner of Lot 1 of Temple Grove Estates Phase 1A, then run S 89°49'18" W a distance of 217.84 feet, thence run N 01°12'32" W a distance of 100.00

feet to a point on the North line of Lot 3 of Temple Grove Estates Phase 1A, said point lying 9.65 feet East of the Northwest corner of said Lot 3, thence run West along the North line of Temple Grove Estates Phase 1A to a point, said point being the intersection of the North line of Temple Grove Estates Phase 1A and the East line of the West half of Section 15, thence run North along the said East line to the Northeast corner of the Northwest quarter of Section 15, thence from the Southeast corner of the Southwest quarter of Section 10 (being the same point as the Northeast corner of the Northwest quarter of Section 15) continue North along the quarter section line to the Northeast corner of the Northwest quarter of Section 10, thence from the Southeast corner of the Southwest quarter of Section 3 (being the same point as the Northeast corner of the Northwest quarter of Section 10) continue North along the quarter section line to a point, being the intersection of the Easterly right-of-way line of the Seaboard Coastline Railroad and the South line of the South half of the North half of the Southwest quarter of the Northeast quarter of Section 3 as shown on the Plat of Sawmill Phase 1 as recorded in Plat Book 23, Pages 32 through 35 of the Public Records of Orange County, Florida, thence following the Plat of Sawmill Phase 1, run S 89°38'32" E a distance of 1,263.54 feet, to a point on the Westerly right-of-way line of Apopka-Vineland Road, said point being a point on a curve concave Southeasterly having a radius of 603.68 feet, thence run Northerly along the arc of said curve through a central angle of 25°21'14" a distance of 267.13 feet to a point, thence departing said curve and said right-of-way line, run N 89°40'49" W a distance of 66.40 feet, thence run N 00°38'29" E a distance of 82.72 feet, thence run N 89°45'05" W a distance of 1,254.47 feet to the Easterly right-of-way line of the Seaboard Coastline Railroad, thence run Northerly along the said Easterly right-of-way line 1050± feet, thence West 150± feet to the Northeast corner of Lot 13 of Sawmill Subdivision Phase 1, continue West 670± feet, to a point being the center of the Northeast quarter of the Northwest quarter of Section 3 (same point being the Southwest corner of Orange County parcel 03-22-28-0000-00-001), thence North along the Westerly line of said parcel to a point being a point on the North line of Section 3 (same point being the Northwest corner of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 3), thence West along the North line of Section 3 1620± feet to a point being the Northeast corner of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 3, thence run South to a point being the Southeast corner of the Southeast quarter the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 3 ( same point being 310± feet West of the Southeast corner of the Northeast quarter of the Northeast quarter of Section 4), thence run West to the East right-of-way line of Clarke Road, thence Northerly along the East right-of-way line of Clarke Road to the center line of Ocoee Clarcona Road thence Westerly along the centerline of Ocoee Clarcona Road to the West line of Section 4, thence South along the West line of Section 4 to the Southeast corner of the Northeast quarter of Section 5, thence run N 88°07'19" W along the South line of the Northeast quarter of Section 5 a distance of 663.96 feet to a point on the east line of Tract E, Ocoee Pines, according to the plat thereof, as recorded in Plat Book 86, ages 94-95, of the public records of Orange County, Florida, thence departing said south line, run northerly along said east line of Tract E the following seven (7) courses, run N 00°13'07" E a distance of 0.97 feet, thence run N 88°02'42" W a distance of 11.04 feet, thence run N 02°17'25" E a distance of 283.00 feet, thence run S 88°02'42" E a distance of 75.00 feet, thence run N 02°17'25" E a distance of 104.00 feet, thence run N 88°02'42" W a distance of 50.35 feet, thence run N 02°18'14" E a distance of 219.18 feet to a point on the easterly right-of-way line of Clarcona-Ocoee Road, thence run N 29°29'43" E along said easterly right-of-way line a distance of 43.79 feet to the southeast corner of Tract F, said Ocoee Pines, thence departing said easterly right-of-way line, run the along the south and east boundary of said Tract F the following six (6) courses, run S

88°02'37" E a distance of 180.08 feet, thence run N 02°18'00" E a distance of 154.01 feet, thence run S 88°02'42" E a distance of 150.17 feet, thence run N 02°14'05" E a distance of 104.00 feet, thence run N 88°02'35" W a distance of 125.05 feet, thence run N 02°22'21" E a distance of 111.52 feet to a point on aforesaid easterly right-of-way line of Clarcona-Ocoee Road, said point being a point on a non-tangent curve concave southeasterly having a radius of 1528.85 feet, a central angle of 04°21'17", a chord bearing of N 39°10'28" E and a chord distance of 116.17 feet, thence run northeasterly along the arc of said curve a distance of 116.20 feet to a point on the center line of Coast Line Avenue as shown on the plat of West Orange Park, as recorded in Plat Book M, Pages 1, 4 and 5, thence departing said curve and said easterly right-of-way line, run N 73°31'17" E along said centerline a distance of 450± to a point on the east line of the Southeast quarter of the Northeast quarter of Section 5, Township 22 South, Range 28 East, thence North along said east line to the Northeast corner of the Southeast quarter of the Northeast quarter of Section 5, thence run West along the North line of the Southeast quarter of the Northeast quarter to the Northeast corner of Tract A-2, of aforesaid Ocoee Pines, thence South along the East line of Tract A-2 to the Northeast corner of the Park Tract as shown on the Plat of aforesaid West Orange Park; thence along the South line of said Park Tract to the Southwest corner thereof, thence North along the West line of said Park Tract to the Southwest corner of aforesaid Tract A-2, thence North along the West line of said Tract A-2 to a point on the aforesaid North line of the Southeast quarter of the Northeast quarter of Section 5, thence run West along said North line to the Southeast corner of the Northwest quarter of the Northeast quarter of Section 5, thence run North to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 5, thence run North along the East line of the West half of the Southeast quarter of Section 32, Township 21 South, range 28 East, to a point, said point being 80± feet South of the Northeast corner of the Southwest quarter of the Southeast quarter of said Section 32, thence run West to a point, said point being 80± feet South of the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 32, thence run South to the Southwest corner of the Southeast quarter of said Section 32, thence from the Northeast corner of the Northwest quarter of Section 5, Township 22 South, Range 28 East, (being the same point as the Southwest corner of the Southeast quarter of Section 32, Township 21 South, Range 28 East) run West along the North line of said Section 5 to the Northwest corner of said Section 5, thence run South to the Southwest corner of the Northwest quarter of the Northwest quarter of Section 5, thence run East to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 5, thence run South to the Southwest corner of the Southeast quarter of the Northwest quarter of Section 5, thence run West 600± feet to the East limited access line of the Western Beltway, then, continue Southwesterly along the East limited access line to a point of intersection with the North right-of-way line of Fullers Cross Road, thence Southwesterly along the said North right-of-way line to the point of beginning.

# Ocoee Wastewater Service Area





## Exhibit "C"

Fourth Amendment to Orange County/City of  
Ocoee Sewer Service Territorial Agreement  
(Contract NO. S-87-08)

### LEGAL DESCRIPTION:

#### PARCEL 1B:

A PORTION OF TRACT C, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE N88°07'19"W, ALONG THE THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1099.02 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CLARCONA-OCOEE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 8636, PAGE 4289, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N88°07'19"W, ALONG SAID SOUTH LINE AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 1550.55 FEET TO A POINT ON A LINE LYING 15.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF TRACT C, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94-95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N00°18'47"E, ALONG SAID PARALLEL LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 117.61 FEET TO A POINT ON A LINE LYING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT C; THENCE N02°50'40"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 1267.56 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT C; THENCE S86°57'56"E, ALONG SAID NORTH LINE, A DISTANCE OF 1313.24 FEET; THENCE CONTINUE ALONG SAID NORTH LINE, S86°59'30"E, A DISTANCE OF 25.32 FEET TO THE NORTHWEST CORNER OF TRACT A-2, OF SAID OCOEE PINES; THENCE S03°00'30"W, ALONG THE WEST LINE OF SAID TRACT A-2, A DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF PARK TRACT AS SHOWN ON THE PLAT OF WEST ORANGE PARK, AS RECORDED IN PLAT BOOK M, PAGES 1, 4 AND 5 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S02°16'50"W, A DISTANCE OF 17.86 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N73°31'17"E, ALONG THE SOUTH LINE OF SAID PARK, A DISTANCE OF 53.54 FEET TO THE SOUTHEAST CORNER OF SAID A-2; THENCE N03°00'30"E, A DISTANCE OF 25.00 FEET TO THE AFORESAID NORTH LINE OF TRACT C; THENCE S86°59'30"E, ALONG SAID NORTH LINE, A DISTANCE OF 940.67 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF CLARCONA-OCOEE ROAD; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1653.55 FEET, A CENTRAL ANGLE OF 19°02'55", A CHORD BEARING OF S39°01'11"W AND A CHORD DISTANCE OF 547.21 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 549.74 FEET TO A POINT ON A RADIAL LINE; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S60°30'17"E, ALONG SAID RADIAL LINE, A DISTANCE OF 4.70 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, S29°29'43"W, A DISTANCE OF 1015.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 59.67 ACRES, MORE OR LESS.

AND

(CONTINUED ON SHEET 2 OF 6)

*William D. Donley* 11/30/15  
WILLIAM D. DONLEY  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381

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

SHEET 1 OF 6

(SEE SHEETS 5 & 6 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

### SKETCH OF DESCRIPTION

-OF-

THAT PORTION OF OCOEE  
PINES, PLAT BOOK 66, PAGES  
94 & 95, LYING IN THE NORTH  
1/2 OF SECTION 5, TOWNSHIP  
22 SOUTH, RANGE 28 EAST,

ORANGE COUNTY

FLORIDA



## Dewberry

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

PREPARED FOR:

JTD LAND AT  
OCOEE PINES, LLC  
(ORANGE COUNTY)

DATE: 02/27/15  
REV DATE: 11/30/15  
SCALE 1" = 500'

PROJ: 50060691  
DRAWN BY: LAT  
CHECKED BY: WDD

Drawing name: S:\Ocoee Pines\_Jr Davis\_Job 50060691\DWG-Land\DT\OP JD\_sursketch\_Ocoee Pines\_County.dwg Nov 30, 2015 10:42am by: lhbodeau

## **LEGAL DESCRIPTION:** (CONTINUED FROM SHEET 1 OF 6)

### **PARCEL 3B:**

A PORTION OF TRACT E, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE N88°07'19"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 663.96 FEET TO A POINT ON THE EASTERLY LINE OF TRACT E, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N88°07'19"W, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 299.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CLARCONA-OCOEE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 8636, PAGE 4289, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N29°29'43"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 685.18 FEET TO A POINT ON THE EASTERLY BOUNDARY OF AFORESAID TRACT E; THENCE SOUTHERLY ALONG SAID EASTERLY BOUNDARY THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; THENCE S02°18'14"W, A DISTANCE OF 219.18 FEET; THENCE S88°02'42"E, A DISTANCE OF 50.35 FEET; THENCE S02°17'25"W, A DISTANCE OF 104.00 FEET; THENCE N88°02'42"W, A DISTANCE OF 75.00 FEET; THENCE S02°17'25"W, A DISTANCE OF 283.00 FEET; THENCE S88°02'42"E, A DISTANCE OF 11.04 FEET; THENCE S00°13'07"W, A DISTANCE OF 0.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 2.14 ACRES, MORE OR LESS.

AND

### **PARCEL 4:**

ALL OF TRACT F, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE N88°07'19"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 963.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CLARCONA-OCOEE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 8636, PAGE 4289, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N29°29'43"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 728.97 FEET TO THE SOUTHWEST CORNER OF TRACT F, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N29°29'43"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 223.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1528.85 FEET, A CENTRAL ANGLE OF 07°30'07", A CHORD BEARING OF N33°14'46"E AND A CHORD DISTANCE OF 200.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.18 FEET TO THE NORTHERLY MOST CORNER OF SAID TRACT F; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID TRACT F THE FOLLOWING FIVE (5) COURSES AND DISTANCES: S02°22'21"W, A DISTANCE OF 111.52 FEET; THENCE S88°02'35"E, A DISTANCE OF 125.05 FEET; THENCE S02°14'05"W, A DISTANCE OF

(CONTINUED ON SHEET 3 OF 6)

## **SHEET 2 OF 6**

(SEE SHEETS 5 & 6 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

### **SKETCH OF DESCRIPTION**

—OF—

**THAT PORTION OF OCOEE  
PINES, PLAT BOOK 66, PAGES  
94 & 95, LYING IN THE NORTH  
1/2 OF SECTION 5, TOWNSHIP  
22 SOUTH, RANGE 28 EAST,**

ORANGE COUNTY

FLORIDA



# **Dewberry**

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**JTD LAND AT  
OCOEE PINES, LLC  
(ORANGE COUNTY)**

DATE: 02/27/15  
REV DATE: 11/30/15  
SCALE 1" = 66'

PROJ: 50060691  
DRAWN BY: LAT  
CHECKED BY: WDD

# **LEGAL DESCRIPTION:** (CONTINUED FROM SHEET 2 OF 6)

104.00 FEET; THENCE N88°02'42"W, A DISTANCE OF 150.17 FEET; THENCE S02°18'00"W, A DISTANCE OF 154.01 FEET TO THE SOUTHEAST CORNER OF SAID TRACT F; THENCE N88°02'37"W, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 180.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.94 ACRES, MORE OR LESS.

AND

## **PARCEL 5:**

ALL OF TRACT G, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE N88°07'19"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 963.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CLARCONA-OCOEE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 8636, PAGE 4289, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N29°29'43"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 952.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1528.85 FEET, A CENTRAL ANGLE OF 11°51'23", A CHORD BEARING OF N35°25'25"E AND A CHORD DISTANCE OF 315.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 316.37 FEET TO THE SOUTHWEST CORNER OF TRACT G, OCOEE PINES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID CURVE HAVING A RADIUS OF 1528.85 FEET, THROUGH A CENTRAL ANGLE OF 10°09'40", AN ARC DISTANCE OF 271.13 FEET TO THE NORTHWEST CORNER OF SAID TRACT G; THENCE S86°59'30"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 132.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT G; THENCE S02°44'54"E ALONG THE EAST LINE THEREOF, A DISTANCE OF 81.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT G; THENCE S73°31'17"W, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 346.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.64 ACRES, MORE OR LESS.

## **SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AS BEING N88°07'19"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

## **LEGEND:**

—	LINE BREAK
⊙	CENTERLINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
PC	POINT OF CURVATURE
PNT	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
RP	RADIAL POINT
R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORDS BOOK
PG(S).	PAGE(S)
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
SEC	SECTION-TOWNSHIP-RANGE

**SHEET 3 OF 6**

(SEE SHEETS 5 & 6 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

## **SKETCH OF DESCRIPTION**

—OF—

**THAT PORTION OF OCOEE PINES, PLAT BOOK 66, PAGES 94 & 95, LYING IN THE NORTH 1/2 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST,**

ORANGE COUNTY

FLORIDA



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DATE: 02/27/15  
REV DATE: 11/30/15  
SCALE 1" = 500'

PROJ: 50060691  
DRAWN BY: LAT  
CHECKED BY: WDD



0 250 500  
1 INCH = 500 FEET

NOT PLATTED

TRACT A-2

PARK, P.B. M, PG. 4 NOT PLATTED  
(NOT INCLUDED)

TRACT G  
FUTURE  
DEVELOPMENT

NOT PLATTED

LOTS 26 &  
27, BLOCK 2,  
P.B. M, PG. 5

SHEET 6

OCOEE PINES  
P.B. 66, PGS. 94-95

TRACT C  
FUTURE DEVELOPMENT

LOTS 1 & 2,  
BLOCK 9,  
P.B. M, PG. 5

TRACT C  
FUTURE DEVELOPMENT

TRACT A  
AVACADO STREET

LOTS 28 & 29, BLOCK  
22, P.B. M, PG. 4

TRACT A-1

LOTS 47 &  
48, BLOCK 26,  
P.B. M, PG. 1

NOT PLATTED

TRACT F FUTURE  
DEVELOPMENT

SHEET 5

TRACT E  
FUTURE  
DEVELOPMENT

NOT PLATTED

BLOCK 10

BLOCK 11

BLOCK 15

WEST ORANGE PARK  
P.B. M, PG. 4

BLOCK 16

BLOCK 23

BLOCK 37

WEST ORANGE PARK  
P.B. M, PG. 1

BLOCK 38

TRACT B  
ROAD R/W

BLOCK 39

WEST ORANGE PARK  
P.B. M, PG. 1

TRACT D  
FUTURE DEVELOPMENT

**SOUTH PARK ROW**  
(VACATED PER O.R.B. 9514, PG. 4517)

**JAY AVENUE**  
(VACATED PER O.R.B. 9514, PG. 4517)

SHEET 4 OF 6

(SEE SHEETS 1, 2 & 3 FOR DESCRIPTION OF  
SKETCH, NOTES & LEGEND AND ABBREVIATIONS)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

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-OF-

FLORIDA



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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, January 26, 2016**

**COUNTY COMPTROLLER**

**Informational only – No Board action required**

Receipt of the following items to file for the record:

- a. Minutes of the May 14, June 9, July 9, August 13, September 10, October 8, and November 12, 2015, Charter Review Commission.
- b. City of Orlando Voluntary Annexation Request: 6933 Curry Ford Road-ANX2015-00006; Copy of proposed advertisement, Notice of Proposed Enactment. On January 25, 2016 the Orlando City Council will consider proposed Ordinance 2015-38, entitled: An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located north of Curry Ford Rd., east and south of Camellia Garden Dr., and west of Colton Dr., addressed as 6933 Curry Ford Rd., and comprised of 44.74 acres, more or less; amending the City's adopted Growth Management Plan to designate the property as Residential Low Intensity on the City's Official Future Land Use Maps; providing for amendment of the City's Official Future Land Use Maps; providing findings, amendment of the City's boundary description, and for amendment of the City's official maps; providing for severability, correction of scrivener's errors, and an effective date. The public hearing and request for the second reading and adoption of the annexation ordinance is scheduled for the City Council meeting on January 25, 2016. The first reading of this ordinance was approved on July 27, 2015.
- c. City of Orlando Voluntary Annexation Request: 1730 E. Jersey Ave.-ANX2015-00016; Copy of proposed advertisement, Notice of Proposed Enactment. On February 8, 2016 the Orlando City Council will consider proposed Ordinance 2016-3, 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 Michigan St., east of Dickson Ave., south of E. Jersey Ave., and west of Ives Ave., addressed as 1730 E. Jersey Ave., and comprised of 0.324 acres of land, more or less; amending the City's adopted Growth Management Plan to designate the property as Residential Low Intensity in part, and Mixed Use Corridor Medium Intensity, in part, on the City's Official Future Land Use Maps; designating the property as the MU-1 Medium Intensity Mixed Use Corridor District along with the traditional City overlay district, in part, and the R-2/A 1-2 Family District along with the traditional City Overlay District, in part, on the City's Official Zoning Maps; providing for amendment of the City's Official Future Land Use and

Zoning Maps; providing for severability, correction of scrivener's errors, and an effective date. The public hearing and request for the second reading and adoption of the annexation ordinance is scheduled for the City Council meeting on February 8, 2016. The first reading of this ordinance is scheduled for January 25, 2016.


**Items filed for the record can be accessed at [www.occompt.com](http://www.occompt.com). Then navigate to Clerk of the BCC.**





January 12, 2016

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

FROM: Ajit M. Lalchandani, County Administrator   
County Administrator's Office

SUBJECT: International Drive Master Transit and Improvement District  
Advisory Board Appointment  
Discussion Agenda Item – January 26, 2016

The International Drive Master Transit and Improvement District ("District") Advisory Board ("Advisory Board") oversees and provides administrative direction to the District and makes recommendations concerning all matters and decisions coming before the District Governing Board, including, but not limited to, the District's annual budget; the routes, hours and frequency of public transit service; performance standards for public transit systems; and the type and extent of street, pedestrian, beautification, streetscape improvements and public safety programs needed within the District.

The enabling legislation for the Advisory Board designates three seats for members appointed by the Board of County Commissioners (BCC) and two seats for members appointed by the City of Orlando. Mr. Doug Gehret's term has ended as an Orange County representative on the Advisory Board and, therefore, the BCC needs to appoint a replacement.

On January 26, 2016, the Board will be asked to appoint a representative to succeed Mr. Gehret with a term expiring December 31, 2019.

If you have any questions, please give me a call.

ACTION REQUESTED: Appointment to the International Drive Master Transit and Improvement District Advisory Board of an individual to succeed Doug Gehret with a term expiring December 31, 2019.

AML/eg

COUNTY ADMINISTRATOR'S OFFICE

201 South Rosalind Avenue • Reply To: Post Office Box 1393 • Orlando, Florida 32802-1393  
Telephone 407-836-7370 • FAX 407-836-7399 • countyadmin@ocfl.net




Interoffice Memorandum

AGENDA ITEM

January 11, 2016

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

FROM: Eric Ushkowitz, Economic Development Administrator   
Office of Economic, Trade & Tourism Development

SUBJECT: **January 26, 2016 – Discussion Agenda Item**  
Approval of funding in the amount of \$25,000 to the Metro Orlando  
Defense Task Force

Orange County is home to the largest cluster of Modeling, Simulation and Training (MS&T) companies in the world. Our local MS&T Industry is facing a number of threats including cuts in the federal defense budget due to sequestration which may cause significant realignment and a potential round of Base, Realignment, and Closure (BRAC) in 2017.

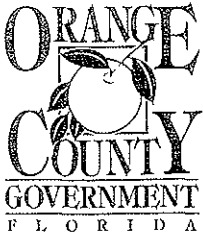
A community steering committee has been established that consists of Orange County Government, Seminole County Government, the City of Orlando Government, National Center for Simulation, Orlando Economic Development Commission (EDC), University of Central Florida, The Corridor, and Central Florida Partnership. This committee, named the Metro Orlando Defense Task Force (MODTF), has received matching grants from the Florida Defense Support Task Force (FDSTF) over the last three years to develop a comprehensive strategic plan and to secure dedicated consultant and lobbyist support to assist the community with access to Congress, Department of Defense, and State Legislature. Orange County has provided \$75,000 in funding towards these efforts over the last three fiscal years. MODTF is requesting \$25,000 for FY 2015-2016 to continue these efforts on behalf of the community. Orange County's funding will go towards the matching funds from the FDSTF.

MODTF, in partnership with Mayor Jacobs' MS&T Blue Ribbon Commission, has successfully secured \$28 million in appropriations over the last two legislative sessions and are seeking the final phase of funding during this year's session. These appropriations will be utilized to purchase an existing building with the goal of providing rent free office space to our local military commands similar to what they currently receive in competing markets. Orange County's funding in the amount of \$25,000 will be paid out of the Office of Economic, Trade and Tourism Development's budget for FY 2015-2016. The Orlando EDC will act as the fiscal agent for the MODTF.

Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners  
January 11, 2016  
Page 2

Lt. General Tom Baptiste, USAF (Ret), President and CEO of the National Center for Simulation, will provide an update to the board on the efforts of the MODTF, the threats to the MS&T Industry, and future initiatives related to these programs.

**ACTIONS REQUESTED:**      **Approval of funding in the amount of \$25,000 to the Metro Orlando Defense Task Force, and authorization for the Mayor to execute an agreement with the Metro Orlando Defense Task Force on behalf of the Board of County Commissioners.**



Interoffice Memorandum

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

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

CONTACT: Anne Marie Sheffield, Project Director, Wraparound Orange,  
Orange County Mental Health and Homeless Issues Division  
407-836-6507

SUBJECT: Approval of Contracts, Request for Proposals, Y16-154-LC,  
Evaluation, Cultural and Linguistic Competence (Wraparound  
Orange)

**RECOMMENDATION**

Selection of one firm and one ranked alternate to provide Evaluation, Cultural and Linguistic Competence Services (Wraparound Orange), for Request for Proposals Y16-154-LC, from the following firms listed alphabetically:

Covian Consulting, Inc.  
Visionary Vanguard Group, Inc.

Request authority for the Procurement Division to negotiate and execute a 1-year contract with a budget amount of \$200,000. The Procurement Division also requests the authority to renew the contract for three additional 1-year periods. Funding for the contracts is provided via Substance Abuse and Mental Health Services Administration Grant No. SM059038.

These proposals were evaluated by the Procurement Committee on January 6, 2016. Commissioner Victoria P. Siplin was assigned to the committee.

**PURPOSE**

To provide Wraparound Orange Services for children and their families that meets the criteria throughout Orange County. The reference to Wraparound Orange refers to the agencies under contract with Orange County Government that are part of this collaborative effort.

**DISCUSSION**

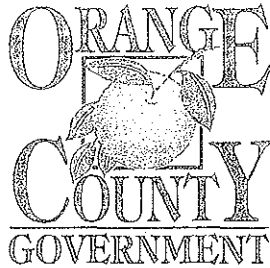
The County through the Mental Health and Homeless Division has completed a six-year federally funded project entitled "Wraparound Orange". The project, funded through the Substance Abuse and Mental Health Services Administration (SAMHSA) was for the development and ongoing implementation of a comprehensive delivery system of care for children and youth ranging from birth to the age of 14, who have been diagnosed with a serious emotional disturbance (mental health disorder) and their respective families.

As of September 30, 2015 the County has been awarded an additional federal grant from SAMHSA to expand the services under the project to Orange County youth through the age of 21. As the sub-recipient of the grant, Orange County will continue to provide funding to community partner agencies for Wraparound Orange Services as part of the overall project.

This contract will provide funding for consultation of Evaluation, Cultural and Linguistic Competence Services across the continuum of care and evaluation services as required by the federal mandates of the project.

The Procurement Committee's evaluation is attached.


RFP#: Y16-154-LC, Evaluation, Cultural and Linguistic Competence Services (Wraparound WEIGHT	QUAL OF STAFF		QUAL OF FIRM		TECHNICAL APPROACH		M/WBE		LOCATION		Welfare Workers	SDV Sub- Contractor Hires	SDV Prime Proposers	TOTAL
	20		20		40		10		10		5	10	5	
	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE				
Visionary Vanguard Group, Inc	4.0	80	5.0	100	5.0	200	3	30	5	50	0	0	0	460.00
Covian Consulting, Inc	3.0	60	4.0	80	3.0	120	3	30	3	30	0	0	0	320.00



Interoffice Memorandum

December 18, 2015

To: Linda Carson, Senior Purchasing Agent  
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator   
Business Development Division

SUBJ: RFP #Y16-154-LC, Evaluation, Cultural and Linguistic Competence  
Services (Wraparound Orange)

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

1.	Covian Consulting, Inc.		3 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	100%	
Bonus Points			
	Service-Disabled Veterans	0	
	Welfare Recipients:	0	

2.	Visionary Vanguard Group, Inc.		3 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	100%	
Bonus Points			
	Service-Disabled Veterans	0	
*	Welfare Recipients:	0	

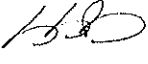
\*The Welfare Transition and/or Dislocated Worker form was not submitted with this proposal.



January 11, 2016

TO: Mayor Teresa Jacobs  
AND  
Board of County Commissioners

FROM: Commissioner S. Scott Boyd, District 1 

SUBJECT: BCC Discussion Request – Garbage and Recycling Collection Transition

---

I would like to request time during the January 26, 2016 BCC meeting to discuss our recent transition to the new Garbage and Recycling Collection System.

I believe a discussion among the Board to review the pros and cons of the transition would benefit us the policy-makers, as well as the staff responsible for program implementation, and most importantly, the residents we serve. Thank you for your consideration of this request. I look forward to a productive dialogue.

Cc: Ajit Lalchandani, County Administrator  
Ray Hanson, Utilities Department Director  
Teresa Remudo-Fries, Utilities Department Deputy Director  
James Becker, Solid Waste Division Manager

**COMMISSIONER S. SCOTT BOYD, DISTRICT 1**

201 South Rosalind Avenue • Reply To: Post Office Box 1393 • Orlando, Florida 32808-1393  
Telephone: 407-836-7312 • Fax: 407-836-5979  
District1@ocfl.net

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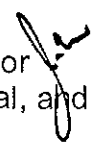


Interoffice Memorandum

AGENDA ITEM

January 11, 2016

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

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

CONTACT PERSON: **Alberto A. Vargas, MArch., Manager**  
**Planning Division**  
**407 836-5354**

SUBJECT: January 26, 2016 — Work Session Item  
Affordable Housing in Bithlo and Tiny Homes

A comprehensive approach to affordable housing in Orange County includes context sensitive tools - connecting housing with complete communities, transportation, and leveraging the benefits of well-planned, sustainable development. Ultimately, affordable housing strategies and alternatives are unique to each community given their location, character and issues.

At the January 26, 2016 Work Session, staff will outline the County's project approach in transforming a specific property challenged by code enforcement into a success story highlighted by a potential partnership with Habitat for Humanity in Bithlo.

Staff will also provide a brief overview of Orange County's specific affordable housing policies and initiatives. The presentation will include a summary of the County's broader Habitat for Humanity's partnership and other housing types including Tiny Homes and their applicability based on best practices.


The presentation is for informational purposes only.

JVW/AV:rep



January 11, 2016

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

From: Ajit Lalchandani, County Administrator 

Subject: Executive Session – Fraternal Order of Police (FOP) Special Magistrate Hearing

The Charles E. Brookfield Lodge #86 of the Fraternal Order of Police (FOP) represents the certified staff at the Orange County Correctional Facility. We are currently in the 3<sup>rd</sup> year of a 3-year contract with the FOP. The contract provides a wage reopener for FY15-16. After months of negotiations, FOP declared an impasse in the negotiation process. A Special Magistrate Hearing is being scheduled in the near future. The hearing will address the issue of wages for FY15-16.

An Executive Session has been scheduled in the County Administrator's Executive Conference Room for Tuesday, January 26, 2016, at the end of the morning BCC meeting. Pursuant to Section 447.605, Florida Statutes, this meeting is not open to the public.

If you have any questions, please give me a call.

c: Jeffrey. J. Newton. County Attorney  
Eric Gassman, Chief Accountability Officer

AJIT LALCHANDANI, *County Administrator*  
201 South Rosalind Avenue ■ Reply To: Post Office Box 1393 ■ Orlando, Florida 32802-1393  
Telephone: 407-836-7366 ■ Fax: 407-836-7399  
Ajit.Lalchandani@ocfl.net



Orange County  
Community,  
Environmental  
&  
Development  
Services  
Department,  
Planning Division

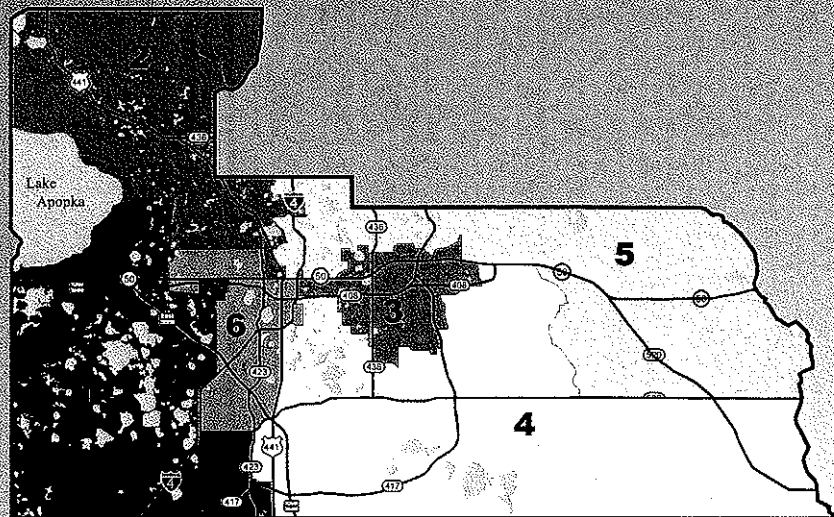


Comprehensive  
Planning  
Development  
Review  
Research and  
Interviewing  
Coordination  
Community  
Collaboration



Orange County, Florida

# Planning and Zoning Commission/ Local Planning Agency



## Recommendations

DECEMBER 17, 2015

Prepared by  
Orange County Community, Environmental &  
Development Services Department,  
Planning Division, Development Review Section

## **Planning and Zoning Commission/ Local Planning Agency (PZC / LPA)**



James Dunn	District #1
Marvin Barrett	District #2
Tina Demostene Vice- Chairperson	District #3
Pat DiVecchio	District #4
Rick V. Baldocchi	District #5
JaJa J. Wade	District #6
Paul Wean Chairperson	At Large
Kevin Seraaj	At Large
Jose Cantero	At Large

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**December 17, 2015**

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# **TABLE OF HEARINGS**

## **Planning and Zoning Commission December 17, 2015**

<b><u>Case #</u> <u>Applicant</u></b>	<b><u>Request</u></b>	<b><u>Commission</u> <u>District</u></b>	<b><u>Recommendations</u> <u>Staff</u></b>	<b><u>PZC</u></b>	<b><u>BCC Hearing</u> <u>Required</u></b>
<b>I. CONVENTIONAL REZONING PUBLIC HEARINGS</b>					
RZ-15-12-048 Clarence Hoenstine	<i>C-1 to C-2</i>	4	Approval with four (4) restrictions	Denial	No
RZ-15-12-049 Lerone A. Granger	<i>R-1A to R-1</i>	5	Approval	Approval	No
RZ-15-12-050 Antonio Habaradas	<i>R-1A to C-1</i>	5	Approval with three (3) restrictions	Approval with three (3) restrictions	No

# SITE and BUILDING REQUIREMENTS

## Orange County Code Section 38-1501. Basic Requirements

District	Min. lot area (sq. ft.) †††	Min. living area (sq. ft.)	Min. lot width (ft.)	*Min. front yard (ft.)	*Min. rear yard (ft.)	Min. side yard (ft.)	Max. building height (ft.)	Lake setback (ft.)
A-1	21,780 (½ acre)	850	100	35	50	10	35	*
A-2	21,780 (½ acre)	850	100	35	50	10	35	*
A-R	108,900 (2½ acres)	1,000	270	35	50	25	35	*
R-CE	43,560 (1 acre)	1,500	130	35	50	10	35	*
R-CE-2	2 acres	1,200	250	45	50	30	35	*
R-CE-5	5 acres	1,200	185	50	50	45	35	*
R-1AAAA	21,780 (½ acre)	1,500	110	30	35	10	35	*
R-1AAA	14,520 (1/3 acre)	1,500	95	30	35	10	35	*
R-1AA	10,000	1,200	85	25†	30†	7.5	35	*
R-1A	7,500	1,200	75	20†	25†	7.5	35	*
R-1	5,000	1,000	50	20†	20†	5†	35	*
R-2	One-family dwelling, 4,500	1,000	45*****	20†	20†	5†	35	*
	Two dwelling units (DUs), 8,000/9,000	500/1,000 per DU	80/90*****	20†	20†	5†	35	*
	Three DUs, 11,250	500 per DU	85†	20†	30	10	35**, ***	*
	Four or more DUs, 15,000	500 per DU	85†	20†	30	10*****	35**, ***	*
R-3	One-family dwelling, 4,500	1,000	45*****	20†	20†	5	35	*
	Two DUs, 8,000/ 9,000	500/1,000 per DU	80/90*****	20†	20†	5†	35	*
	Three dwelling units, 11,250	500 per DU	85†	20†	30	10	35**, ***	*
	Four or more DUs, 15,000	500 per DU	85†	20†	30	10*****	35**, ***	*
R-L-D	N/A	N/A	N/A	10 for side entry garage, 20 for front entry garage	15	0 to 10	35***	*
R-T	7 spaces per gross acre	Park size min. 5 acres	Min. mobile home size 8 ft. x 35 ft.	7.5	7.5	7.5	N/A	*
R-T-1								
SFR	4,500*****	45*****	1,000	25/20 ††	25/20 ††	5	35	*
Mobile home	4,500*****	45*****	Min. mobile home size 8 ft. x 35 ft.	25/20 ††	25/20 ††	5	35	*
R-T-2								
(prior to 1/29/73)	6,000	60	SFR 500	25	25	6	N/A	*
(after 1/29/73)	21,780 ½ acre	100	SFR 600 Min. mobile home size 8 ft. x 35 ft.	35	50	10	N/A	*

District	Min. lot area (sq. ft.) ***	Min. living area (sq. ft.)	Min. lot width (ft.)	*Min. front yard (ft.)	*Min. rear yard (ft.)	Min. side yard (ft.)	Max. building height (ft.)	Lake setback (
NR	One-family dwelling, 4,500	1,000	45*****	20	20	5	35/3 stories ++	*
	Two DUs, 8,000	500 per DU	80/90*****	20	20	5	35/3 stories ++	*
	Three DUs, 11,250	500 per DU	85	20	20	10	35/3 stories ++	*
	Four or more DUs, 1,000 plus 2,000 per DU	500 per DU	85	20	20	10	50/4 stories ++	*
NAC	Townhouse, 1,800	750 per DU	20	25, 15 for rear entry driveway	20, 15 for rear entry garage	0, 10 for end units	40/3 stories ++	*
	Non-residential and mixed use development, 6,000	500	50	0/10 maximum, 60% of building frontage must conform to max. setback	15, 20 adjacent to single-family zoning district	10, 0 if buildings are adjoining	50 feet ++	*
	One-family dwelling, 4,500	1,000	45*****	20	20	5	35/3 stories ++	*
	Two DUs, 8,000	500 per DU	80*****	20	20	5	35/3 stories ++	*
NC	Three DUs, 11,250	500 per DU	85	20	20	10	35/3 stories ++	*
	Four or more DUs, 1,000 plus 2,000 per DU	500 per DU	85	20	20	10	50 feet/4 stories, 65 feet with ground floor retail ++	*
	Townhouse, 1,800	750 per DU	20	25, 15 for rear entry driveway	20, 15 for rear entry garage	0, 10 for end units	40/3 stories ++	*
	Non-residential and mixed use development, 8,000	500	50	0/10 maximum, 60% of building frontage must conform to max. setback	15, 20 adjacent to single-family zoning district	10, 0 if buildings are adjoining	65 feet ++	*
P-O	One-family dwelling, 4,500	1,000	45*****	20	20	5	35/3 stories ++	*
	Two DUs, 8,000	500 per DU	80*****	20	20	5	35/3 stories ++	*
	Three DUs, 11,250	500 per DU	85	20	20	10	35/3 stories ++	*
	Four or more DUs, 1,000 plus 2,000 per DU	500 per DU	85	20	20	10	65 feet, 80 feet with ground floor retail ++	*
C-1	Townhouse	750 per DU	20	25, 15 for rear entry driveway	20, 15 for rear entry garage	0, 10 for end units	40/3 stories ++	*
	10,000	500	85	25	30	10 for one- and two-story bldgs., plus 2 for each add. story	35** ***	*
C-1	6,000	500	80 on major streets (see Art. XV); 60 for all other streets#; 100 ft. for corner lots on major streets (see Art. XV)	25	20	0; or 15 ft. when abutting residential district; side street, 15 ft.	50; or 35 within 100 ft. of all residential districts	*



District	Min. lot area (sq. ft.) †††	Min. living area (sq. ft.)	Min. lot width (ft.)	*Min. front yard (ft.)	*Min. rear yard (ft.)	Min. side yard (ft.)	Max. building height (ft.)	Lake setback (ft.)
C-2	8,000	500	100 on major streets (see Art. XV); 80 for all other streets ##	25, except on major streets as provided in Art. XV	15; or 20 when abutting residential district	5; or 25 when abutting residential district; 15 for any side street	50; or 35 within 100 feet of all residential districts	*
C-3	12,000	500	125 on major streets (see Art. XV); 100 for all other streets ###	25, except on major streets as provided in Art. XV	15; or 20 when abutting residential district	5; or 25 when abutting residential district; 15 for any side street	75; or 35 within 100 feet of all residential districts	*

District	Min. front yard (feet)	Min. rear yard (feet)	Min. side yard (feet)	Max. building height (feet)
I-1A	35	25	25	50, or 35 within 100 ft. of all residential districts; 100, when 500 ft. or more from residential districts
I-1 / I-5	35	25	25	50, or 35 within 100 ft. of all residential districts; 100, when 500 ft. or more from residential districts
I-2 / I-3	25	10	15	50, or 35 within 100 ft. of all residential districts; 100, when 500 ft. or more from residential districts
I-4	35	10	25	50, or 35 within 100 ft. of all residential districts; 100, when 500 ft. or more from residential districts

**NOTE:** These requirements pertain to zoning regulations only. The lot areas and lot widths noted are based on connection to central water and wastewater. If septic tanks and/or wells are used, greater lot areas may be required. Contact the Health Department at 407-836-2600 for lot size and area requirements for use of septic tanks and/or wells.

#### FOOTNOTES

- \* Setbacks shall be a minimum of 50 feet from the normal high water elevation contour on any adjacent natural surface water body and any natural or artificial extension of such water body, for any building or other principal structure. Subject to the lakeshore protection ordinance and the conservation ordinance, the minimum setbacks from the normal high water elevation contour on any adjacent natural surface water body, and any natural or artificial extension of such water body, for an accessory building, a swimming pool, swimming pool deck, a covered patio, a wood deck attached to the principal structure or accessory structure, a parking lot, or any other accessory use, shall be the same distance as the setbacks which are used per the respective zoning district requirements as measured from the normal high water elevation contour.
- \*\* Buildings in excess of 35 feet in height may be permitted as a special exception.
- \*\*\* Buildings in excess of 1 story in height within 100 feet of the property line of any single-family residential district may be permitted as a special exception.
- \*\*\*\* Side setback is 30 feet where adjacent to single-family district.
- \*\*\*\*\* For lots platted between 4/27/93 and 3/3/97 that are less than 45 feet wide or contain less than 4,500 sq. ft. of lot area, or contain less than 1,000 square feet of living area shall be vested pursuant to Article III of this chapter and shall be considered to be conforming lots for width and/or size and/or living area.
- \*\*\*\*\* For attached units (common fire wall and zero separation between units) the minimum duplex lot width is 80 feet and the duplex lot size is 8,000 square feet. For detached units the minimum duplex lot width is 90 feet and the duplex lot size is 9,000 square feet with a minimum separation between units of 10 feet. Fee simple interest in each half of a duplex lot may be sold, devised or transferred independently from the other half. For duplex lots that:
  - (i) are either platted or lots of record existing prior to 3/3/97, and
  - (ii) are 75 feet in width or greater, but are less than 90 feet, and
  - (iii) have a lot size of 7,500 square feet or greater, but less than 9,000 square feet are deemed to be vested and shall be considered as conforming lots for width and/or size.
- # Corner lots shall be 100 [feet] on major streets (see Art. XV), 80 [feet] for all other streets.
- ## Corner lots shall be 125 [feet] on major streets (see Art. XV), 100 [feet] for all other streets.
- ### Corner lots shall be 150 [feet] on major streets (see Art. XV), 125 [feet] for all other streets.
- ‡ For lots platted on or after 3/3/97, or un-platted parcels. For lots platted prior to 3/3/97, the following setbacks shall apply: R-1AA, 30 feet, front, 35 feet rear, R-1A, 25 feet, front, 30 feet rear, R-1, 25 feet, front, 25 feet rear, 6 feet side; R-2, 25 feet, front, 25 feet rear, 6 feet side for one (1) and two (2) dwelling units; R-3, 25 feet, front, 25 feet, rear, 6 feet side for two (2) dwelling units. Setbacks not listed in this footnote shall apply as listed in the main text of this section.
- † Attached units only. If units are detached, each unit shall be placed on the equivalent of a lot 45 feet in width and each unit must contain at least 1,000 square feet of living area. Each detached unit must have a separation from any other unit on site of at least 10 feet.

- †† Maximum impervious surface ratio shall be 70%, except for townhouses, nonresidential, and mixed use development, which shall have a maximum impervious surface ratio of 80%.
- ††† Based on gross square feet.

***These requirements are intended for reference only; actual requirements should be verified in the Zoning Division prior to design or construction.***

# BUFFER YARD REQUIREMENTS

---

## Orange County Code Section 24-5.

Buffer yards prescribed are intended to reduce, both visually and physically, any negative impacts associated with abutting uses. Buffer yards shall be located on the outer perimeter of a lot or parcel, extending to the parcel boundary. Buffer yards shall not be located on any portion of an existing or dedicated public or private street or right-of-way.

### (a) *Buffer classifications:*

- (1) **Type A, opaque buffer:** This buffer classification shall be used to separate heavy industrial (I-4 and M-1) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least eight (8) feet and shall be a minimum of fifty (50) feet wide. The type A buffer shall utilize a masonry wall.
- (2) **Type B, opaque buffer:** This buffer classification shall be used to separate commercial (general and wholesale) (C-2 and C-3) and industrial (general and light) (I-2/I-3 and I-1/I-5) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of twenty-five (25) feet wide. The type B buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be four (4) feet high and seventy (70) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (3) **Type C, opaque buffer.** This buffer classification shall be used to separate neighborhood retail commercial (C-1), industrial-restricted (I-1A) and multi-family uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of fifteen (15) feet wide. The type C buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be three (3) feet high and fifty (50) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (4) **Type D, opaque buffer:** This buffer classification shall be used to separate professional office (P-O) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of ten (10) feet wide. The type D buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be three (3) feet high and fifty (50) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (5) **Type E, mobile home and RV park buffer:** This buffer classification shall be used to separate mobile home and RV parks from all abutting uses. This buffer shall be twenty-five (25) feet wide. Where the park abuts an arterial highway, the buffer shall be fifty (50) feet wide. This buffer shall not be considered to be part of an abutting mobile home space, nor shall such buffer be used as part of the required recreation area or drainage system (ditch or canal). This buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof. This buffer must be at least five (5) feet in height and fifty (50) percent opaque within eighteen (18) months after installation.
- (6) **Type F, residential subdivision buffer:** See subdivision regulations (Chapter 34, Orange County Code).

***These requirements are intended for reference only; actual requirements should be verified in the Zoning Division prior to design or construction.***

**CASE # RZ-15-12-048**

Commission District: # 4

**GENERAL INFORMATION**

<b>APPLICANT</b>	Clarence Hoenstine
<b>OWNERS</b>	Richard and Wanda Van Lanen
<b>HEARING TYPE</b>	Planning and Zoning Commission
<b>REQUEST</b>	<b>C-1</b> (Retail Commercial District) <b>to</b> <b>C-2</b> (General Commercial District)
<b>LOCATION</b>	803 4 <sup>th</sup> Street; or generally located one block east of S. Orange Avenue, at the northeast corner of 4 <sup>th</sup> Street and 1 <sup>st</sup> Avenue
<b>PARCEL ID NUMBER</b>	01-24-29-8516-30-804
<b>PUBLIC NOTIFICATION</b>	The notification area for this public hearing extended beyond 700 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One-hundred sixty-eight (168) notices were mailed to those property owners in the mailing area.  A community meeting was not held for this application.
<b>TRACT SIZE</b>	0.33 gross acre
<b>PROPOSED USE</b>	Auto Repair (Existing)

**STAFF RECOMMENDATION**

**PLANNING**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested C-2 (General Commercial District) zoning, subject to the following restrictions:**

1. New billboards and pole signs shall be prohibited;
2. Development shall be limited to C-1 uses, plus the C-2 use of "auto repair with associated outdoor storage" only;
3. A Type "B" buffer, consisting of a completely opaque 6-foot high masonry wall, fence, berm, planted and/or existing vegetation (or any combination thereof), shall be provided along all property lines abutting residentially zoned parcels; and

4. The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate C-2 uses.

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The C-2 (General Commercial District) zoning, subject to the recommended restrictions, would allow for development that is compatible with the overall character of the area, and would not adversely impact adjacent properties.

### **Comprehensive Plan (CP) Consistency**

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Commercial (C). The C-2 (General Commercial District) zoning is consistent with the Commercial FLUM designation and the following CP provisions:

**FLU1.4.2** states that Orange County shall ensure that land uses changes are compatible with and serve existing neighborhoods.

**FLU8.1.1** states that the zoning and future land use correlation shall be used to determine consistency with the Future Land Use Map. Land use compatibility, the location, availability and capacity of services and facilities, market demand, and environmental features shall also be used in determining which specific zoning district is most appropriate. Density is restricted to the maximum and minimum allowed by the Future Land Use Map designation regardless of zoning.

**OBJ FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

**FLU8.2.1** states that land use changes shall be required to be compatible with existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

**FLU8.2.11** states that compatibility may not necessarily be determined to be a land use that is identical to those uses that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project and its function in the broader community, as well its contribution toward the Goals and Objectives in the CP. The CP shall specifically allow for such a balance of considerations to occur.

## **SITE DATA**

<b>Existing Use</b>	Auto Repair Shop
<b>Adjacent Zoning</b>	N: R-1 (Single-Family Dwelling District) (1987)
	E: C-1 (Retail Commercial District) (1957)
	W: C-3 (Wholesale Commercial District) (1957)
	S: R-1 (Single-Family Dwelling District) (1987)
<b>Adjacent Land Uses</b>	N: Parking Lot
	E: Convenience Store
	W: Automobile Sales
	S: Church

## **C-2 (GENERAL COMMERCIAL DISTRICT) DEVELOPMENT STANDARDS**

### **C-2 District Summary \***

Min. Lot Area:	8,000 sq. ft.
Min. Lot Width:	100 ft. (on major streets, see Article XV)
	80 ft. (on all other streets)
Max. Height:	50 ft. (35 ft. within 100 ft. of all residential districts)
Min. Floor Area:	500 sq. ft.
Building Setbacks:	
<i>Front:</i>	25 ft.
<i>Rear:</i>	15 ft. (20 ft. when abutting residential)
<i>Side:</i>	5 ft. (25 ft. when abutting residential)

*\* These regulations may not reflect the actual requirements for all situations; see the Orange County Zoning Code for actual regulations for site requirements for this zoning district.*

### **Permitted Uses**

The intent and purpose of the C-2 zoning district is to provide for the retailing of commodities and the furnishing of several major services, selected trade shops and automotive repairs. This district is encouraged at locations along minor arterial and major arterial roads where general commercial uses would be compatible with the surrounding neighborhood. This district typically occupies an area larger than that of the retail commercial district, serves a considerably greater population, and offers a wider range of services. This district is only promoted within the urban service area where uses of this intensity have already been established. Per Orange County Code

Section 38-851, the C-2 district should not be located adjacent to single-family residential zoning districts.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code and include new and used automobile sales; car rental and leasing; auto painting and body shops; special trade contractors' offices (storage, equipment yards, and offices with outdoor storage); automobile parking lots and parking garages; outdoor storage and display of equipment, products, and merchandise; landscaping and irrigation businesses; commercial kennels; caterers; etc.

## **SPECIAL INFORMATION**

### **Subject Property Analysis**

The subject 0.33-acre parcel is located on 4<sup>th</sup> Street in the Taft community, and is currently developed with an active auto repair facility. Through this request, the applicant is seeking to rezone the parcel from C-1 (Retail Commercial District) to C-2 (General Commercial District) in order to resolve an outstanding Code Enforcement Violation for illegally operating the facility (a C-2 use) in a C-1 zoning district.

This segment of 4th Street and 1st Avenue is characterized as having a mixture of industrial, commercial, and residential land uses and activities. However, the areas east of 2<sup>nd</sup> Avenue are developed exclusively with residential uses.

### **Comprehensive Plan (CP) Amendment**

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Commercial (C) Future Land Use Map (FLUM) designation.

### **State of Florida Notice**

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

### **Rural Settlement**

The subject property is not located within a Rural Settlement.

### **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.

**Preservation District**

The subject property is located within the Taft Preservation District, which requires any voluntary annexation within the District to occur only if it is approved by a majority of the Board of County Commissioners and a majority of the registered electors residing within the District.

**Airport Noise Zone**

The subject property is not located in an Airport Noise Zone

**Environmental**

The Orange County Environmental Protection Division (EPD) did not provide comments regarding this request.

**Transportation / Access**

Based on the concurrency management database dated December, 2014, capacity is available to be encumbered for this project. However, available capacities are subject to change at any time.

**Code Enforcement**

There is an active Code Enforcement violation for the auto repair use on this property, which is not permitted in the C-1 zoning district (CEB 2016-277623Z / Incident 438156).

**Water / Wastewater / Reclaim**

	<u>Existing service or provider</u>	
Water:	Taft Water Association	
Wastewater:	Orange County Utilities	There is an eight inch force main located approximately 300 feet from this property.
Reclaim Water:	Orange County Utilities	There are no reclaimed water mains in the vicinity of the site.

**Schools**

Orange County Public Schools (OCPS) did not comment on this case as it does not involve an increase in residential units or density.

**Parks and Recreation**

Orange County Parks and Recreation did not comment on this case as it does not involve an increase in residential units or density.

**Specific Project Expenditure Report and Relationship Disclosure Form**

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.



**ACTION REQUESTED**

**PZC Recommendation – (December 17, 2015)**

**Make a finding of inconsistency with the Comprehensive Plan and recommend  
DENIAL of the requested C-2 (General Commercial District) zoning.**

**PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS**

The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested C-2 (General Commercial District) zoning, subject to three (3) restrictions. Staff also mentioned that the property was subject to a pending Code Enforcement Violation, due to the operation of a C-2 use (outdoor auto storage and repair) within a C-1 zoning district.

Staff indicated that one hundred sixty-eight (168) notices were mailed to surrounding property owners within a buffer extending beyond 700 feet from the subject property, with fourteen (14) responses received in opposition and none in support. Commentaries in opposition indicated that the request would negatively impact residential properties, increase crime, and result in increased noise.

The applicant, Mr. Clarence Hoenstine, was present and agreed with the staff recommendation, stating that the request was compatible with the area and its development trend of mixed uses.

Two members of the public spoke in opposition to the request and stated that in addition to auto repair, the property was being used for long-term auto storage. Residents also reiterated their opinion that the use was incompatible with the residential neighborhood.

Following public testimony, Commissioner DiVecchio asked the applicant how long the property had been used for auto repair, in which he replied approximately one (1) year. There was also discussion between the Commissioners and the applicant about the apparent use of the site as a salvage yard and outdoor storage. The applicant stated that application was for the operation of the auto repair facility only, and that the owner of the business had been instructed that any other C-2 activities would have to cease. When asked by Commissioner DeVecchio why the adjacent parcel to the north (which was also being used for auto storage) was not being considered concurrently, the applicant indicated that the Code Enforcement Board directed him to resolve the subject property's violation first.

After lengthy discussion, a majority of Commissioners indicated that given the status and appearance of the existing property, consideration of the C-2 zoning district would be premature. Some Commissioners also expressed that the proposed use seemed out of character with the residential neighborhood.

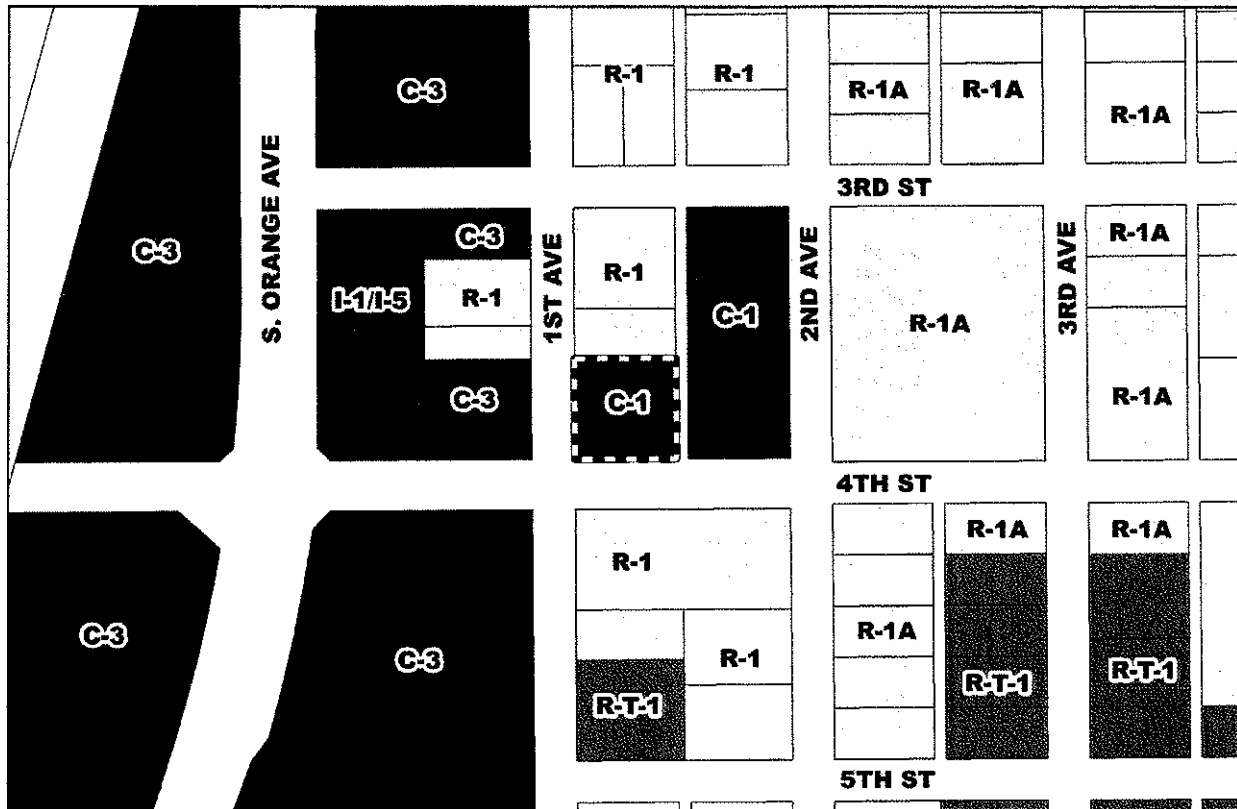
**Rezoning Staff Report**  
**Orange County Planning Division**  
**PZC Hearing Date: December 17, 2015**

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Commissioner Baldocchi eventually made a motion to find the request to be inconsistent with the Comprehensive Plan and recommend **DENIAL** of the C-2 (General Commercial District) zoning. Commissioner Dunn seconded the motion, which carried 8-1, with Commissioner Cantero voting in opposition.

<b>Motion / Second</b>	<i>Pat DiVecchio / Marvin Barrett</i>
<b>Voting in Favor</b>	<i>Pat DiVecchio, Marvin Barrett, Rick Baldocchi, Jimmy Dunn, , Paul Wean, JaJa Wade, Kevin Seraaj, and Tina Demostene</i>
<b>Voting Against</b>	<i>Jose Cantero</i>

RZ-15-12-048



Subject Property



★ Subject Property

### Zoning Map

**ZONING:** C-1 (Retail Commercial District) to  
C-2 (General Commercial District)

**APPLICANT:** Clarence M. Hoenstine

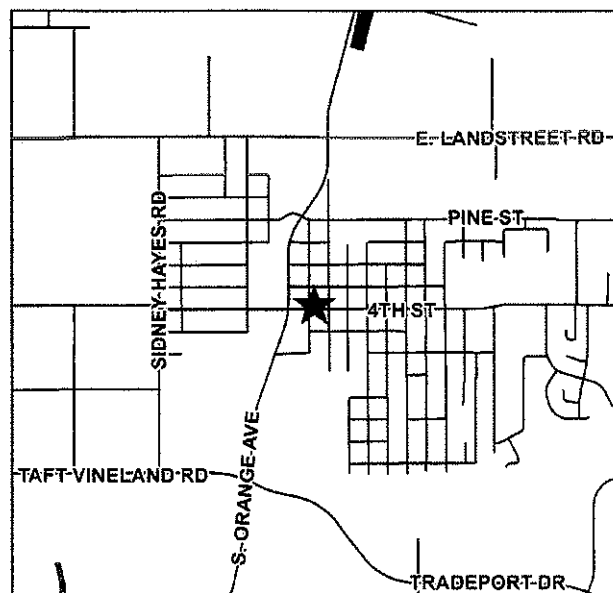
**LOCATION:** 803 4th Street; or generally located one  
block east of S. Orange Avenue, at the  
northeast corner of 4th Street and 1st  
Avenue

**TRACT SIZE:** 0.33 gross acre

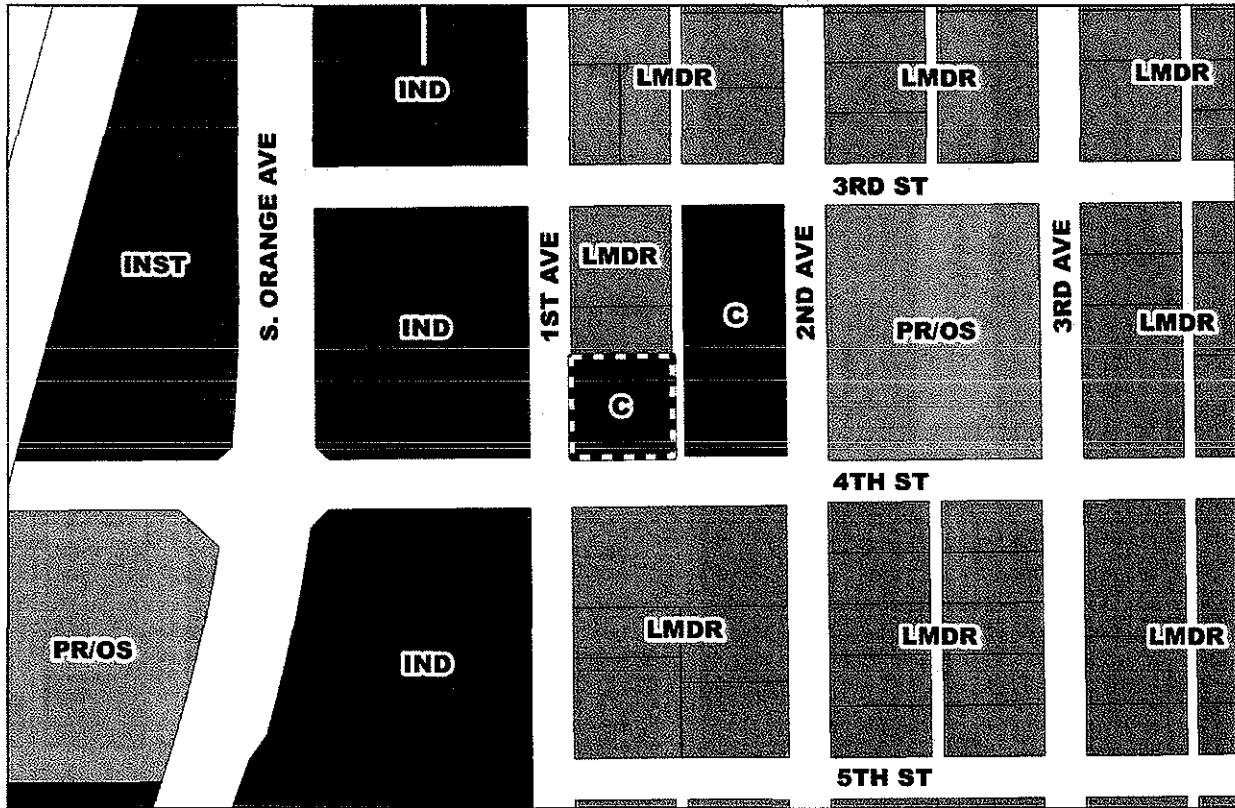
**DISTRICT:** # 4

**S/T/R:** 01/24/29

1 inch = 188 feet



RZ-15-12-048



Subject Property



Subject Property

### Future Land Use Map

FLUM: Commercial (C)

APPLICANT: Clarence M. Hoenstine

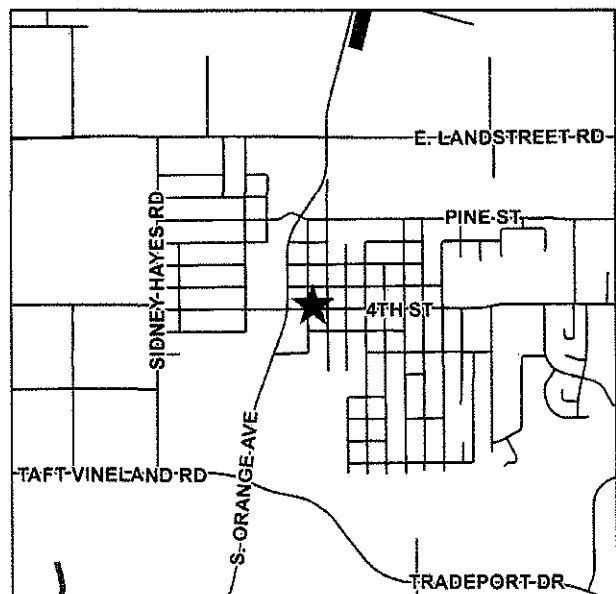
LOCATION: 803 4th Street; or generally located one block east of S. Orange Avenue, at the northeast corner of 4th Street and 1st Avenue

TRACT SIZE: 0.33 gross acre

DISTRICT: # 4

S/T/R: 01/24/29

1 inch = 188 feet



RZ-15-12-048



 Subject Property

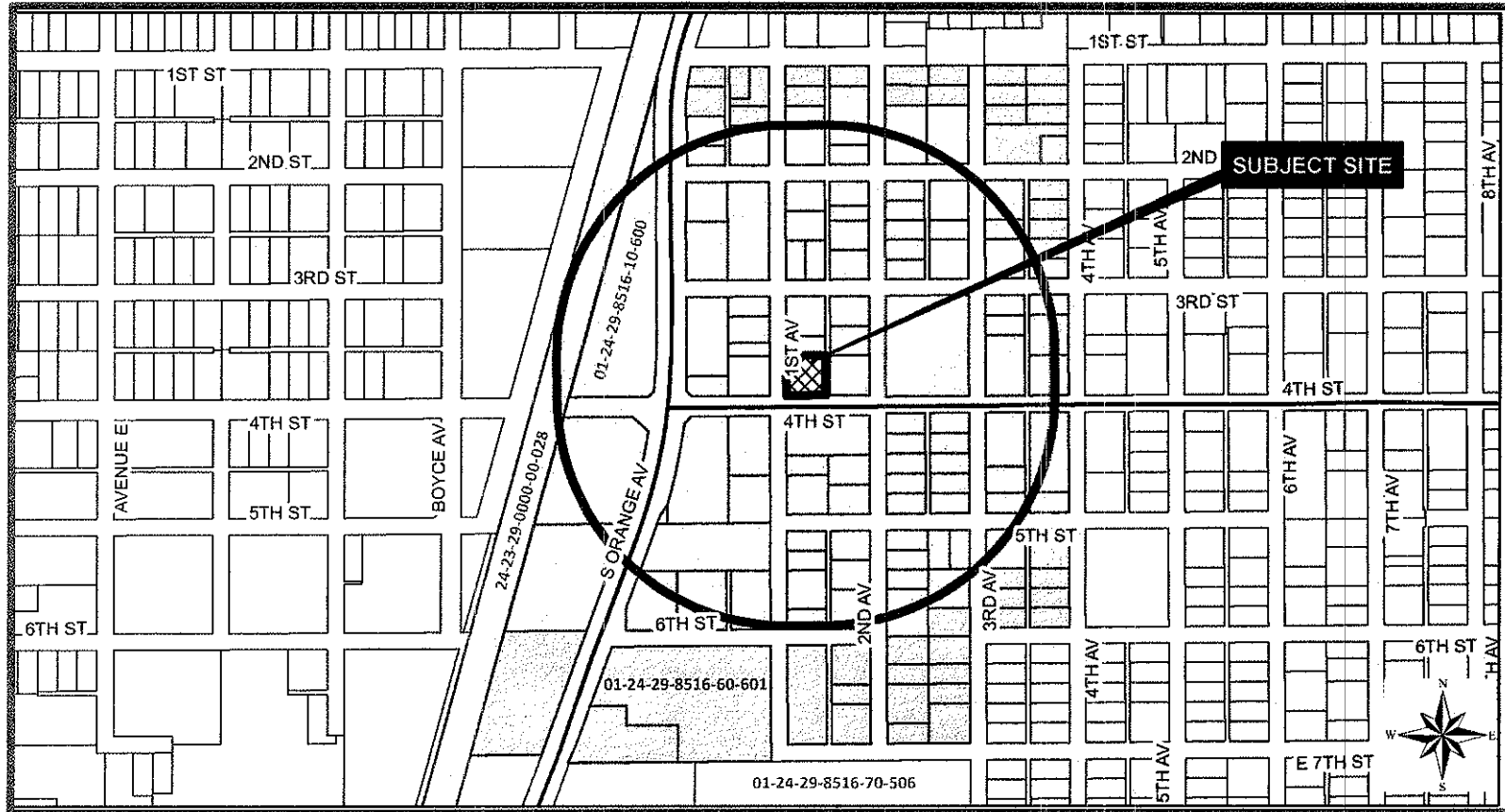


1 inch = 167 feet



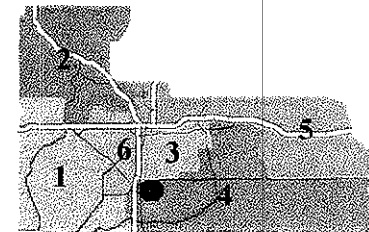
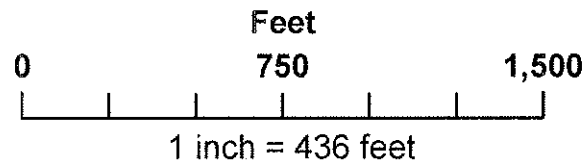
# Public Notification Map

RZ-15-12-048  
168 Notices



## Legend

- PARCELS
- SUBJECT
- 700 FT BUFFER
- SELECTED PARCELS
- ADDITIONAL SELECTION



\\0cnas\gmdept\Business Systems\Board Administration\_PZC\02015\12-December\RZ-15-12-048\RZ-15-12-048.mxd

## Notification Map

Rezoning Staff Report  
Orange County Planning Division  
PZC Hearing Date: December 17, 2015

**CASE # RZ-15-12-049**

Commission District: # 5

**GENERAL INFORMATION**

<b>APPLICANT</b>	Lerome A. Granger
<b>OWNER</b>	Land Trust 847N
<b>HEARING TYPE</b>	Planning and Zoning Commission
<b>REQUEST</b>	<b>R-1A</b> (Single-Family Dwelling District) <b>to</b> <b>R-1</b> (Single-Family Dwelling District)
<b>LOCATION</b>	847 Neuse Avenue; or generally located on the north side of Neuse Avenue, approximately 150 feet east of Adanson Street
<b>PARCEL ID NUMBER</b>	02-22-29-8472-02-160
<b>PUBLIC NOTIFICATION</b>	The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Two hundred ninety-nine (299) notices were mailed to those property owners in the mailing area.  A community meeting was not held for this application.
<b>TRACT SIZE</b>	0.32 gross acre
<b>PROPOSED USE</b>	Two (2) lots with one (1) single family residential detached dwelling unit per lot.

**STAFF RECOMMENDATION**

**PLANNING**

**Make a finding of consistency with the Comprehensive Plan and recommend  
APPROVAL of the requested R-1 (Single-Family Dwelling District) zoning.**

**IMPACT ANALYSIS**

**Land Use Compatibility**

The R-1 (Single-Family Dwelling District) zoning would allow for development that is compatible with the character of the neighborhood and would not adversely impact adjacent properties.

**Comprehensive Plan (CP) Consistency**

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Low Density Residential (LDR). The R-1 (Single-Family Dwelling District) zoning is consistent with the LDR FLUM designation and the following applicable CP provisions:

**FLU1.1.5** states that Orange County shall encourage mixed-use development, infill development and transit-oriented development to promote compact urban form and efficiently use land and infrastructure in the Urban Service Area.

**FLU1.4.1** states Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.

**GOAL FLU2** states that Orange County will encourage urban strategies such as infill development, coordinated land use and transportation planning, and mixed-use development, which promote efficient use of infrastructure, compact development and an urban experience with a range of choices and living options.

**OBJ FLU2.1** states that Orange County shall promote and encourage infill development through incentives identified in the Land Development Code for relatively small vacant and underutilized parcels within the County's established core areas in the Urban Service Area.

**FLU8.1.1** states that the zoning and future land use correlation shall be used to determine consistency with the Future Land Use Map. Land use compatibility, the location, availability and capacity of services and facilities, market demand, and environmental features shall also be used in determining which specific zoning district is most appropriate. Density is restricted to the maximum and minimum allowed by the Future Land Use Map designation regardless of zoning. Density shall be calculated by the total number of units divided by developable land. (Natural lakes and designated Conservation Areas are excluded from the gross land area.)

**OBJ FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

**FLU8.2.1** states that land use changes shall be required to be compatible with existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

**FLU8.2.11** states that compatibility may not necessarily be determined to be a land use that is identical to those uses that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project and its function in the broader community, as well its contribution toward the Goals and Objectives in the CP. The CP shall specifically allow for such a balance of considerations to occur.



## **SITE DATA**

<b>Existing Use</b>	Single-Family Residential
<b>Adjacent Zoning</b>	N: P-O (Professional Office District) (1981) E: R-1A (Single-Family Dwelling District) (1957) W: R-1A (Single-Family Dwelling District) (1957) S: R-1A (Single-Family Dwelling District) (1957)
<b>Adjacent Land Uses</b>	N: Multi-Tenant Office Building E: Detached Single-Family Residential W: Undeveloped Residential S: Undeveloped Residential and Detached Single-Family Residential

## **R-1 (SINGLE-FAMILY DWELLING DISTRICT) DEVELOPMENT STANDARDS**

### **R-1 (Single-Family Dwelling District) Summary**

Min. Lot Area:	5,000 sq. ft.
Min. Lot Width:	50 ft.
Max. Height:	35 ft.
Min. Floor Area:	1,000 sq. ft.
Building Setbacks:	
<i>Front:</i>	20 ft.
<i>Rear:</i>	20 ft.
<i>Side:</i>	5 ft.
<i>Side Street:</i>	15 ft.

*\* These regulations may not reflect the actual requirements for all situations; see the Orange County Zoning Code for actual regulations for site requirements for this zoning district.*

### **Permitted Uses**

Per Section 38-276 of the Orange County Code, the intent and purpose of the R-1 zoning district is provide residential development similar in general character to the R-1AA and R-1A zoning districts, but with smaller minimum lots and yards, and a corresponding increase in population density.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code.

## **SPECIAL INFORMATION**

### **Subject Property Analysis**

The subject 0.32-acre parcel is located on Neuse Avenue in the Fairview Shores neighborhood, and is currently developed with a single-family residential dwelling. Through this request, the applicant is seeking to rezone the parcel from R-1A (Single-Family Dwelling District) to R-1 (Single-Family Dwelling District) with the intent to split the parcel into two (2) 50-foot wide lots, and redevelop the property with one (1) single family residential dwelling unit per lot.

This segment of Neuse Avenue is characterized as primarily residential, with a mixture of both single and two-family residential dwellings. The subject property is also located within the Sunshine Gardens Subdivision, which was originally platted with 50-foot wide lots on October 7, 1925. Although some lots within the subdivision have been aggregated into larger lots, a majority of the lots remain as platted.

### **Comprehensive Plan (CP) Amendment**

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Low Density Residential (LDR) Future Land Use Map (FLUM) designation.

### **State of Florida Notice**

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

### **Rural Settlement**

The subject property is not located within a Rural Settlement.

### **Joint Planning Area (JPA)**

The subject property is not located within a JPA.

### **Overlay District Ordinance**

The subject property is not located within an Overlay District.

### **Airport Noise Zone**

The subject property is not located in an Airport Noise Zone.

### **Environmental**

This site is located within the geographical limits of the Wekiva Study Area, as established by the Wekiva Parkway and Protection Act, Section 369.316 F.S. Special area regulations may apply. In addition to the state regulations, local policies are included in Orange County Comprehensive Plan 2010-2030 Destination 2030, Future

Land Use Element (but not limited to) Objective FLU6.6.

If a septic system is required or in use, the applicant shall notify the Florida Department of Health (FDOH), Environmental Health Division (407-858-1497), about the septic system permit application, modification or abandonment. Also refer to Orange County Code Chapter 37, Article XVII for details on Individual On-Site Sewage Disposal as well as the FDOH.

Prior to demolition or construction activities associated with existing structures, provide Orange County EPD with a Notice of Asbestos Renovation or Demolition form.

**Transportation / Access**

This project is in the Alternative Mobility Area (AMA) and is exempt from transportation concurrency. The proposed rezoning will result in two (2) single family dwelling units that generate approximately 3 pm peak hour trips. Transit is available with a quarter mile walk distance to Lee Road along which Lynx Link #443, the Lee Road Crosstown service operates. Finally, the sidewalk adjacent to the property is incomplete, and there are no designated bicycle routes in the area.

**Code Enforcement**

There are two active Code Enforcement violations on the subject property for yard debris (SM2012-177163Z / Incident 328946) and an unsecured building (SM2016-281043H / Incident 440534).

**Water / Wastewater / Reclaim**

	<u>Existing service or provider</u>
Water:	City of Winter Park
Wastewater:	City of Winter Park
Reclaim Water:	City of Winter Park

**Schools**

Orange County Public Schools (OCPS) considers the impact to affected public schools to be "de minimus"; therefore a Capacity Enhancement Agreement (CEA) was not required.

**Parks and Recreation**

Orange County Parks and Recreation did not provide any objections to the rezoning request.

**Specific Project Expenditure Report and Relationship Disclosure Form**

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

**ACTION REQUESTED**

**PZC Recommendation – (December 17, 2015)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested R-1 (Single-Family Dwelling District) zoning.**

**PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS**

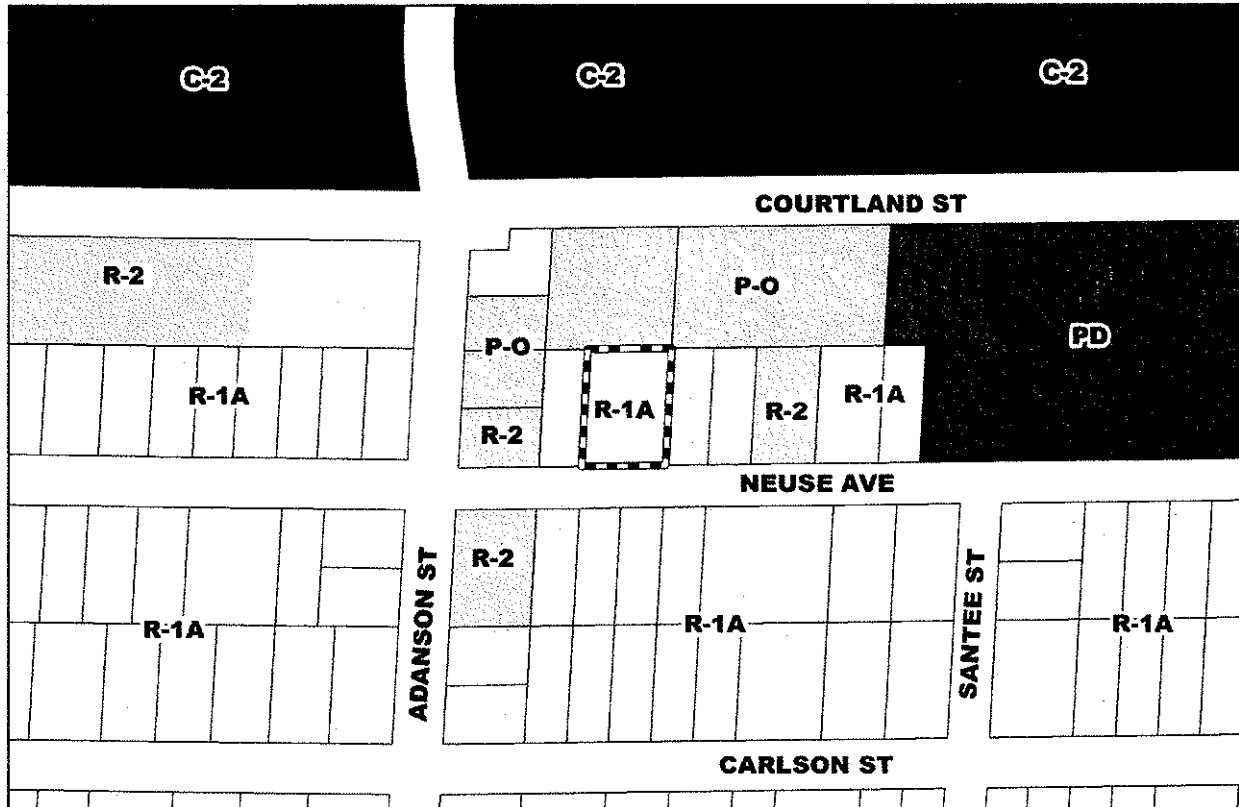
The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested R-1 (Single-Family Dwelling District) zoning.

Staff indicated that two hundred ninety-nine (299) notices were mailed to surrounding property owners within a buffer extending beyond 500 feet from the subject property, with zero (0) responses from the public received. The applicant was present and agreed with the staff report, and no members of the public were present to speak.

Commissioner Baldocchi made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the R-1 (Single-Family Dwelling District) zoning. Commissioner Dunn seconded the motion, which was then carried unanimously.

<b>Motion / Second</b>	<i>Rick Baldocchi / Jimmy Dunn</i>
<b>Voting in Favor</b>	<i>Rick Baldocchi, Jimmy Dunn, Jose Cantero, Paul Wean, JaJa Wade, Kevin Seraaj, Marvin Barrett, Pat DiVecchio, and Tina Demostene</i>
<b>Voting Against</b>	<i>None</i>

RZ-15-12-049



 Subject Property



★ Subject Property

### Zoning Map

**ZONING:** R-1A (Single-Family Dwelling District) to  
R-1 (Single-Family Dwelling District)

**APPLICANT:** Lerome A. Granger

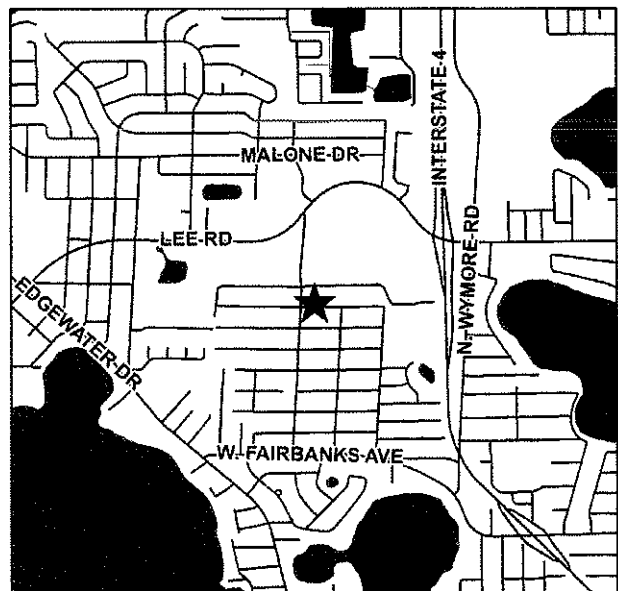
**LOCATION:** 847 Neuse Avenue; or generally located  
on the north side of Neuse Avenue,  
approximately 150 feet east of Adanson  
Street

**TRACT SIZE:** 0.32 gross acre

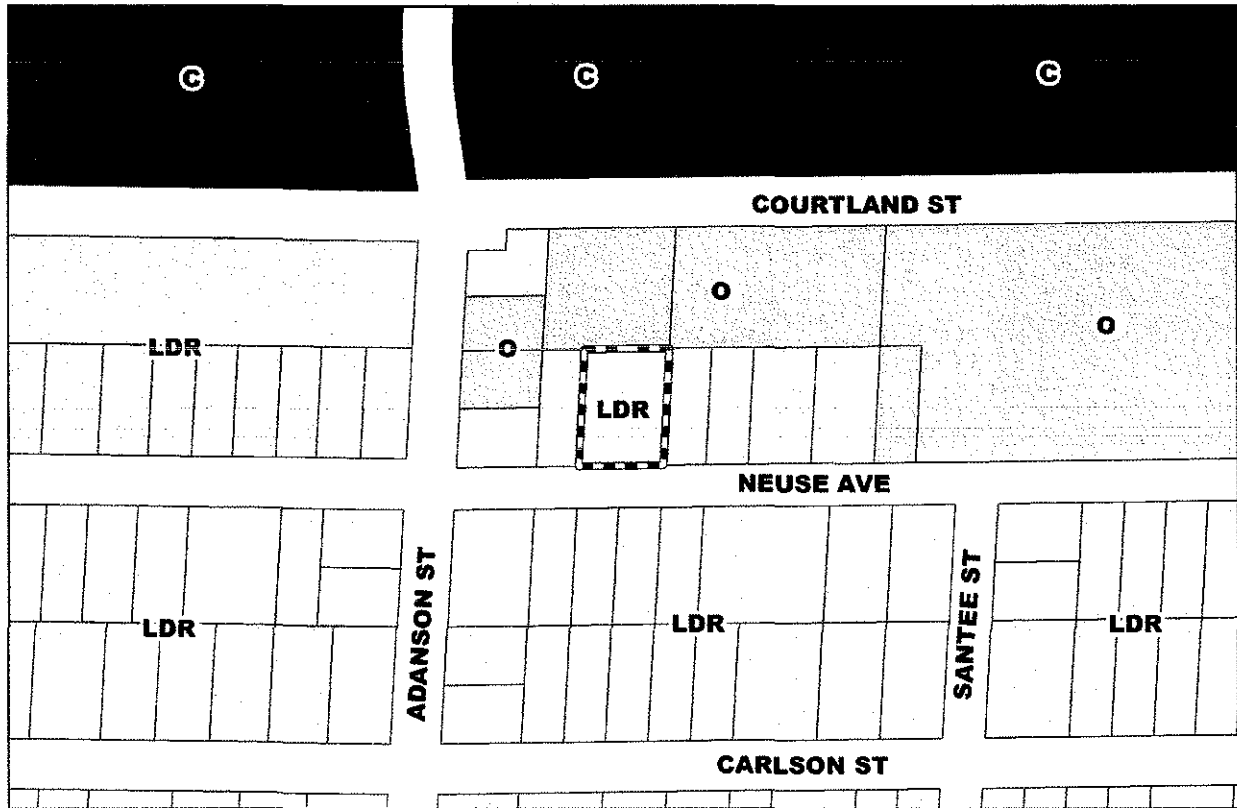
**DISTRICT:** # 5

**S/T/R:** 02/22/29

1 inch = 188 feet



RZ-15-12-049



 Subject Property



★ Subject Property

### Future Land Use Map

FLUM: Low Density Residential (LDR)

APPLICANT: Lerome A. Granger

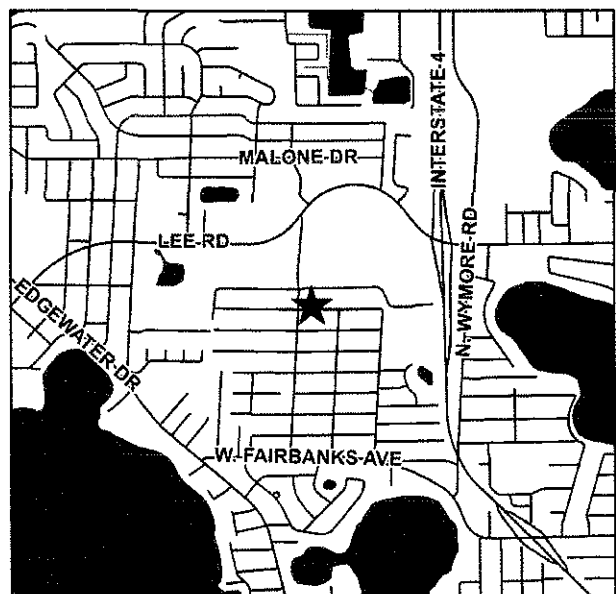
LOCATION: 847 Neuse Avenue; or generally located on the north side of Neuse Avenue, approximately 150 feet east of Adanson Street

TRACT SIZE: 0.32 gross acre

DISTRICT: # 5

S/T/R: 02/22/29

1 inch = 188 feet



RZ-15-12-049



 Subject Property

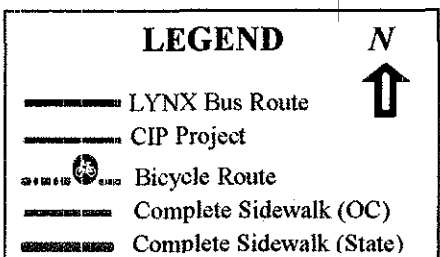


1 inch = 167 feet

## Alternative Mobility Area Context Map



RZ 15-12-049  
Planning Context Map



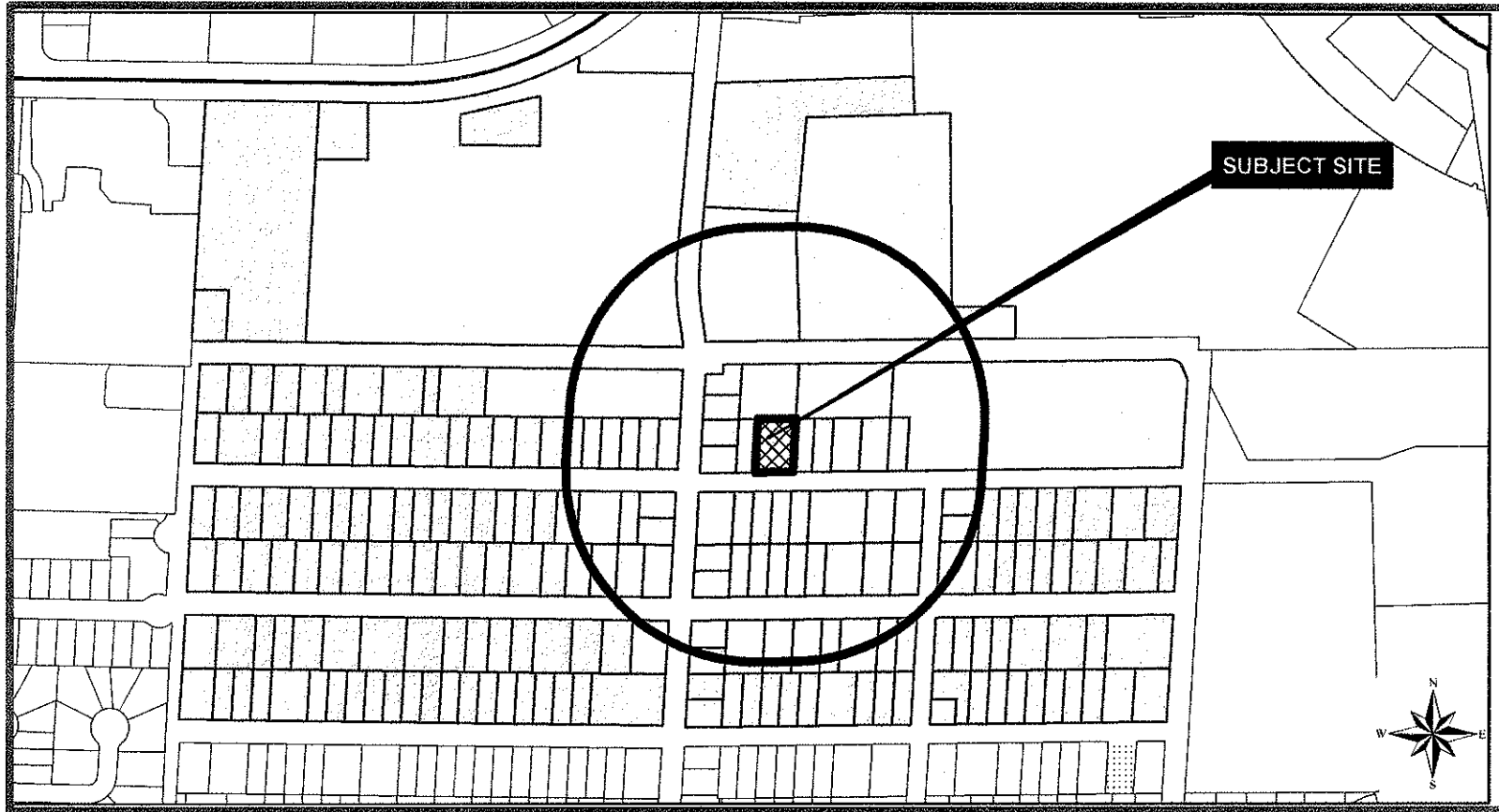




# Public Notification Map

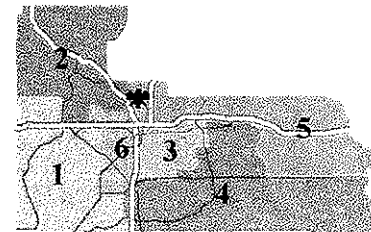
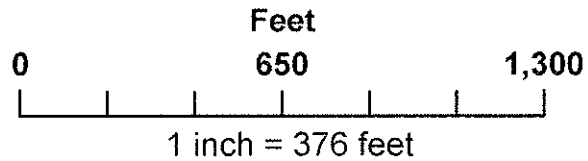
RZ-15-12-049

299 Notices



## Legend

- |                |                     |
|----------------|---------------------|
| PARCELS        | SELECTED PARCELS    |
| SUBJECT        | ADDITIONAL SELECTED |
| 500 FT. BUFFER | HYDROLOGY           |



## Notification Map

Rezoning Staff Report  
Orange County Planning Division  
PZC Hearing Date: December 17, 2015

\\Ocnas\gndep\Business Systems\Board Administration\ PZC\2015\12-December\RZ-15-12-049\RZ-15-12-049.mxd

**CASE # RZ-15-12-050**

Commission District: # 5

**GENERAL INFORMATION**

<b>APPLICANT</b>	Antonio Habaradas
<b>OWNER</b>	Florida Conference Association of Seventh Day Adventist
<b>HEARING TYPE</b>	Planning and Zoning Commission
<b>REQUEST</b>	<b>R-1A</b> (Single-Family Dwelling District) <b>to</b> <b>C-1</b> (Retail Commercial District)
<b>LOCATION</b>	1123 W. Fairbanks Avenue; or generally located north of W. Fairbanks Avenue between Estill Court and Buckeye Court
<b>PARCEL ID NUMBER</b>	03-22-29-1000-00-011
<b>PUBLIC NOTIFICATION</b>	<p>The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One hundred sixty-one (161) notices were mailed to those property owners in the mailing area.</p> <p>A community meeting was not held for this application.</p>
<b>TRACT SIZE</b>	0.37 gross acre
<b>PROPOSED USE</b>	Retail / Commercial Development

**STAFF RECOMMENDATION**

**PLANNING**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested C-1 (Retail Commercial District) zoning, subject to the following restrictions:**

1. New billboards and pole signs shall be prohibited;
2. A Type "C" buffer, consisting of a completely opaque 6-foot high masonry wall, fence, berm, planted and/or existing vegetation (or any combination thereof), shall be provided along all property lines abutting residentially zoned parcels; and
3. The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate C-1 uses.

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The C-1 (Retail Commercial District) zoning, subject to the recommended restrictions, would allow for development that is compatible with the commercial character of this segment of W. Fairbanks Road and would not adversely impact adjacent properties.

### **Comprehensive Plan (CP) Consistency**

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Commercial (C). The FLUM designation of the subject property was amended on January 17, 2015 from Low Density Residential (LDR) to Commercial (C) (Case #2014-2-S-5-3).

The C-1 (Retail Commercial District) zoning is consistent with the Commercial FLUM designation and the following CP provisions:

**FLU1.4.1** states Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.

**FLU1.4.2** states that Orange County shall ensure that land uses changes are compatible with and serve existing neighborhoods.

**FLU8.1.1** states that the zoning and future land use correlation shall be used to determine consistency with the Future Land Use Map. Land use compatibility, the location, availability and capacity of services and facilities, market demand, and environmental features shall also be used in determining which specific zoning district is most appropriate. Density is restricted to the maximum and minimum allowed by the Future Land Use Map designation regardless of zoning.

**OBJ FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

**FLU8.2.1** states that land use changes shall be required to be compatible with existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

**FLU8.2.11** states that compatibility may not necessarily be determined to be a land use that is identical to those uses that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project and its function in the broader community, as well its contribution toward the Goals and Objectives in the CP. The CP shall specifically allow for such a balance of considerations to occur.

## **SITE DATA**

<b>Existing Use</b>	Undeveloped
<b>Adjacent Zoning</b>	N: R-1A (Single-Family Dwelling District) (1957)  E: C-1 (Retail Commercial District) (1957) C-1 (Retail Commercial District) (1987)  W: R-1A (Single-Family Dwelling District) (1957)  S: R-1A (Single-Family Dwelling District) (1957)
<b>Adjacent Land Uses</b>	N: Single-Family Dwelling, Two-Family Dwelling  E: Church  W: Retail Stores  S: Single-Family Dwelling

## **C-1 (Retail Commercial District) Development Standards**

### **C-1 District Summary \***

Min. Lot Area:	6,000 sq. ft.
Min. Lot Width:	80 ft. (on major streets, see Article XV) 60 ft. (on all other streets)
Max. Height:	50 ft. (35 ft. within 100 ft. of all residential districts)
Min. Floor Area:	500 sq. ft.
Building Setbacks:	
<i>Front:</i>	25 ft.
<i>Rear:</i>	20 ft.
<i>Side:</i>	0 ft. (15 ft. when abutting residential districts)
<i>Side Street:</i>	15 ft.

\* *These regulations may not reflect the actual requirements for all situations; see the Orange County Zoning Code for actual regulations for site requirements for this zoning district.*

### **Permitted Uses**

The intent and purpose of this C-1 retail commercial district are as follows: this district is composed of lands and structures used primarily for the furnishing of selected commodities and services at retail. This district is encouraged:

- (1) At intersections of collectors and/or arterials;

- (2) Where it will not direct commercial traffic through residential districts;
- (3) Where adequate public facilities and services are available, as defined in the comprehensive policy plan;
- (4) Where compatible with adjacent areas or where buffers can be provided to ensure compatibility; and
- (5) To a limited extent in rural settlements throughout the county to meet the needs of an identified community, or in growth centers as defined in the comprehensive policy plan.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code.

## **SPECIAL INFORMATION**

### **Subject Property Analysis**

The subject 0.37-acre parcel is located on W. Fairbanks Avenue, and is currently undeveloped. Through this request, the applicant is seeking to rezone the parcel from R-1A (Single-Family Dwelling District) to C-1 (Retail Commercial District) with the intent to develop the site for commercial purposes.

This segment of W. Fairbanks Avenue is characterized as having various intensities of commercial development to the west towards Edgewater Drive and transitioning to single and two-family residential dwellings eastward of the subject property.

### **Comprehensive Plan (CP) Amendment**

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Commercial (C) Future Land Use Map (FLUM) designation.

### **State of Florida Notice**

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

### **Rural Settlement**

The subject property is not located within a Rural Settlement.

### **Joint Planning Area (JPA)**

The subject property is not located within a JPA.

**Overlay District Ordinance**

The subject property is not located within an Overlay District.

**Airport Noise Zone**

The subject property is not located in an Airport Noise Zone

**Environmental**

This site is located within the Wekiva Study Area, as established by the Wekiva Parkway and Protection Act, Section 369.316 F.S. Additional environmental regulations apply. These requirements may reduce the total net developable acreage. Regulations include, but are not limited to: septic tank criteria, open space requirements, stormwater treatment, upland preservation, setbacks related to karst features and the watershed, and aquifer vulnerability.

In addition to the state regulations, local policies are included in Orange County Comprehensive Plan 2010-2030 Destination 2030, Future Land Use Element (but not limited to) Objective FLU6.6 Wekiva and the related policies.

**Transportation / Access**

The property is located within the Alternative Mobility Area (AMA), any proposed development is exempt from meeting transportation concurrency but may be subject to the requirements of Policies T2.3.5 and T2.3.7 of the Comprehensive Plan. Prior to obtaining a building permit, any development of this parcel will be subject to review and approval by the Concurrency Management Office.

Transit service is available within a quarter mile walking distance of the subject property, including Lynx Link #23 which operates along Fairbanks Avenue from the Spring Village Shopping Center to Winter Park Village, and connecting to other transit routes at the Rosemont and Winter Park Super Stops. This link also provides access to Sunrail.

Finally, the sidewalk adjacent to the site along Fairbanks Avenue is complete, and there is also a signed bicycle route located along W. Fairbanks Avenue from Shoreview Avenue to I-4.

**Code Enforcement**

There are no active Code Enforcement cases on the subject property.

**Water / Wastewater / Reclaim**

	<u>Existing service or provider</u>
Water:	City of Winter Park
Wastewater:	City of Winter Park
Reclaim Water:	City of Winter Park

**Schools**

Orange County Public Schools (OCPS) did not comment on this case as it does not involve an increase in residential units or density.

**Parks and Recreation**

Orange County Parks and Recreation did not comment on this case as it does not involve an increase in residential units or density.

**Specific Project Expenditure Report and Relationship Disclosure Form**

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

**ACTION REQUESTED**

**PZC Recommendation – (December 17, 2015)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested C-1 (Retail Commercial District) zoning, subject to the following restrictions:**

1. New billboards and pole signs shall be prohibited;
2. A Type "C" buffer, consisting of a completely opaque 6-foot high masonry wall, fence, berm, planted and/or existing vegetation (or any combination thereof), shall be provided along all property lines abutting residentially zoned parcels; and
3. The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate C-1 uses.

**PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS**

The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested C-1 (Retail Commercial District) zoning, subject to the three (3) restrictions.

Staff indicated that one hundred sixty-one (161) notices were mailed to surrounding property owners within a buffer extending beyond 500 feet from the subject property, with one (1) response in favor and one (1) in opposition received. The commentary in favor stated that the C-1 use was appropriate for this segment of W. Fairbanks Road, while the commentary in opposition stated that the use could reduce property values. A representative for the applicant was present and agreed with the staff report, and no members of the public were present to speak.

**Rezoning Staff Report**  
**Orange County Planning Division**  
**PZC Hearing Date: December 17, 2015**

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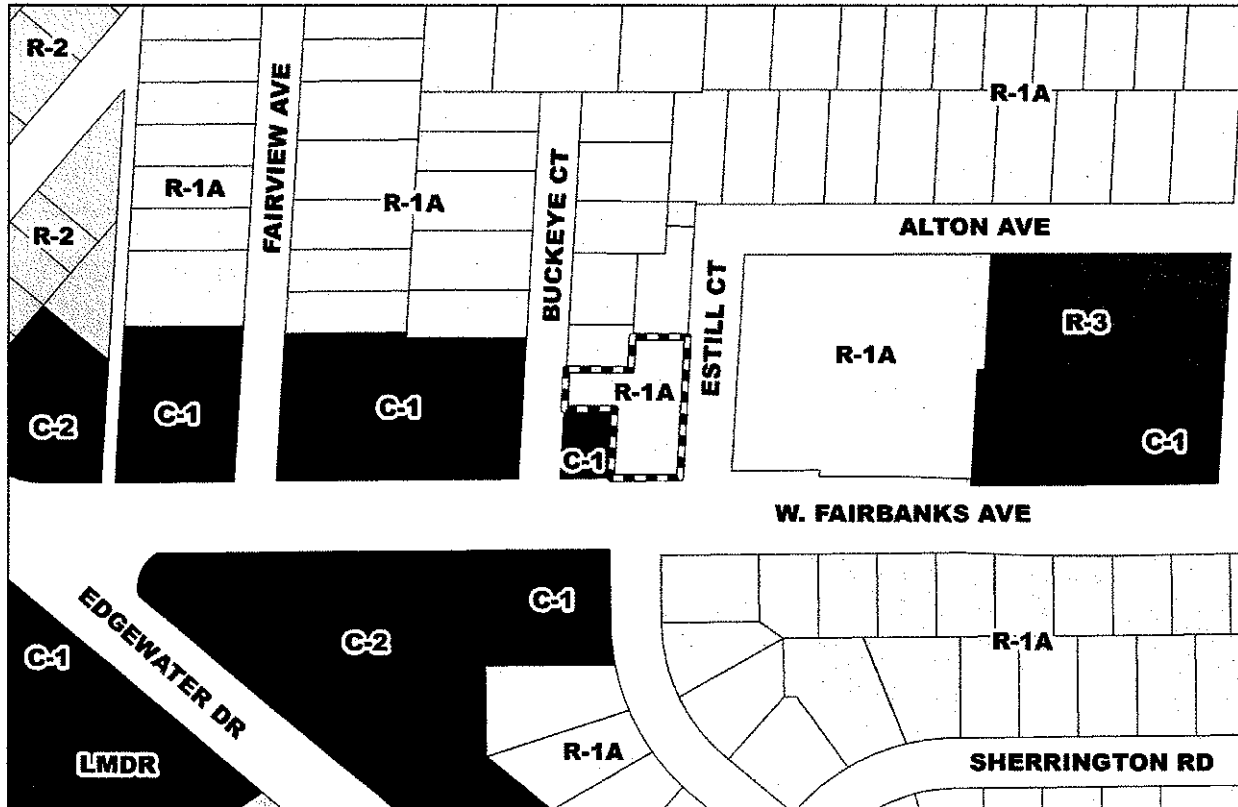
Commissioner Seraaj asked if any particular end user was intended for the site, for which the applicant's representative indicated there was not – other than some type of retail commercial. In response to a similar question by Commissioner Barrett, the applicant responded that the property has been for sale and that any particular user would be left up to the buyer. Finally, Commissioner Baldocchi confirmed with the applicant's representative that a buffer between the subject property and the residential to the north would have to be provided.

At the end of discussion, Commissioner Baldocchi made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the C-1 (Retail Commercial District) zoning, subject to the three (3) restrictions listed in the staff report. Commissioner Cantero seconded the motion, which was then carried unanimously.

<b>Motion / Second</b>	<i>Rick Baldocchi / Jose Cantero</i>
<b>Voting in Favor</b>	<i>Rick Baldocchi, Jose Cantero, Kevin Seraaj, JaJa Wade, Marvin Barrett, Tina Demostene, Pat DiVecchio, Paul Wean, and Jimmy Dunn</i>
<b>Voting Against</b>	<i>None</i>



RZ-15-12-050



 Subject Property



★ Subject Property

### Zoning Map

**ZONING:** R-1A (Single-Family Dwelling District) to  
 C-1 (Retail Commercial District)

**APPLICANT:** Antonio Habaradas

**LOCATION:** 1123 W. Fairbanks Avenue; or generally  
 located north of W. Fairbanks Avenue  
 between Estill Court and Buckeye Court

**TRACT SIZE:** 0.37 gross acre

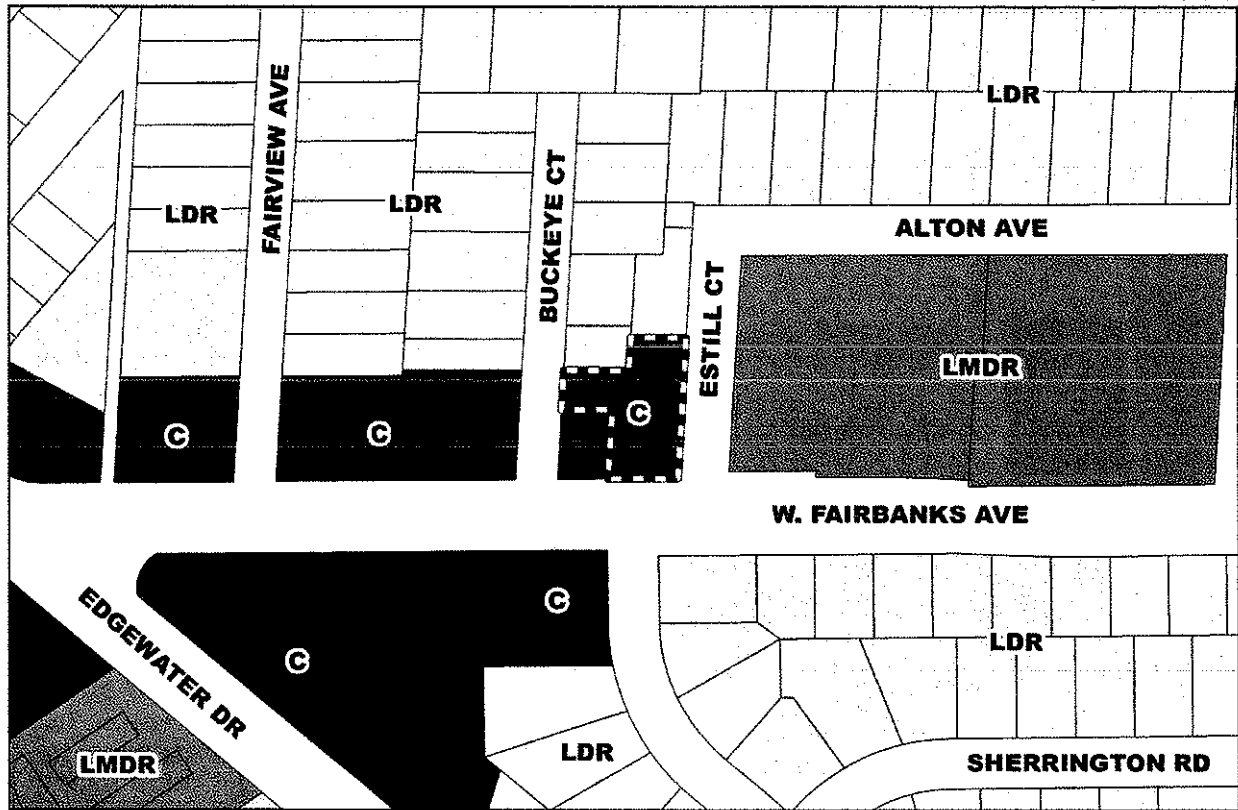
**DISTRICT:** # 5

**S/T/R:** 03/22/29

1 inch = 188 feet



RZ-15-12-050



Subject Property



Subject Property

### Future Land Use Map

FLUM: Commercial (C)

APPLICANT: Antonio Habaradas

LOCATION: 1123 W. Fairbanks Avenue; or generally located north of W. Fairbanks Avenue between Estill Court and Buckeye Court

TRACT SIZE: 0.37 gross acre

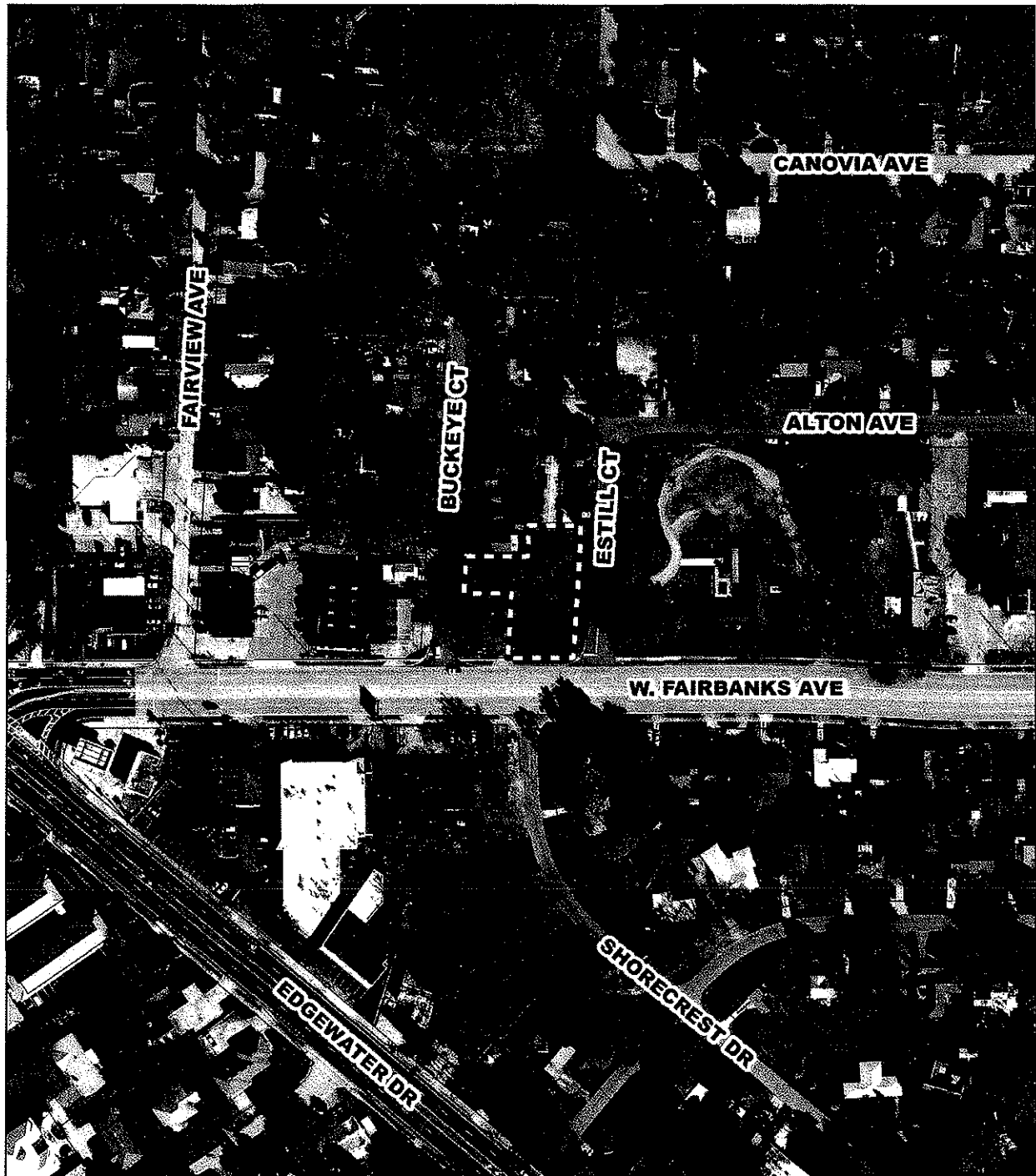
DISTRICT: # 5

S/T/R: 03/22/29

1 inch = 188 feet



RZ-15-12-050

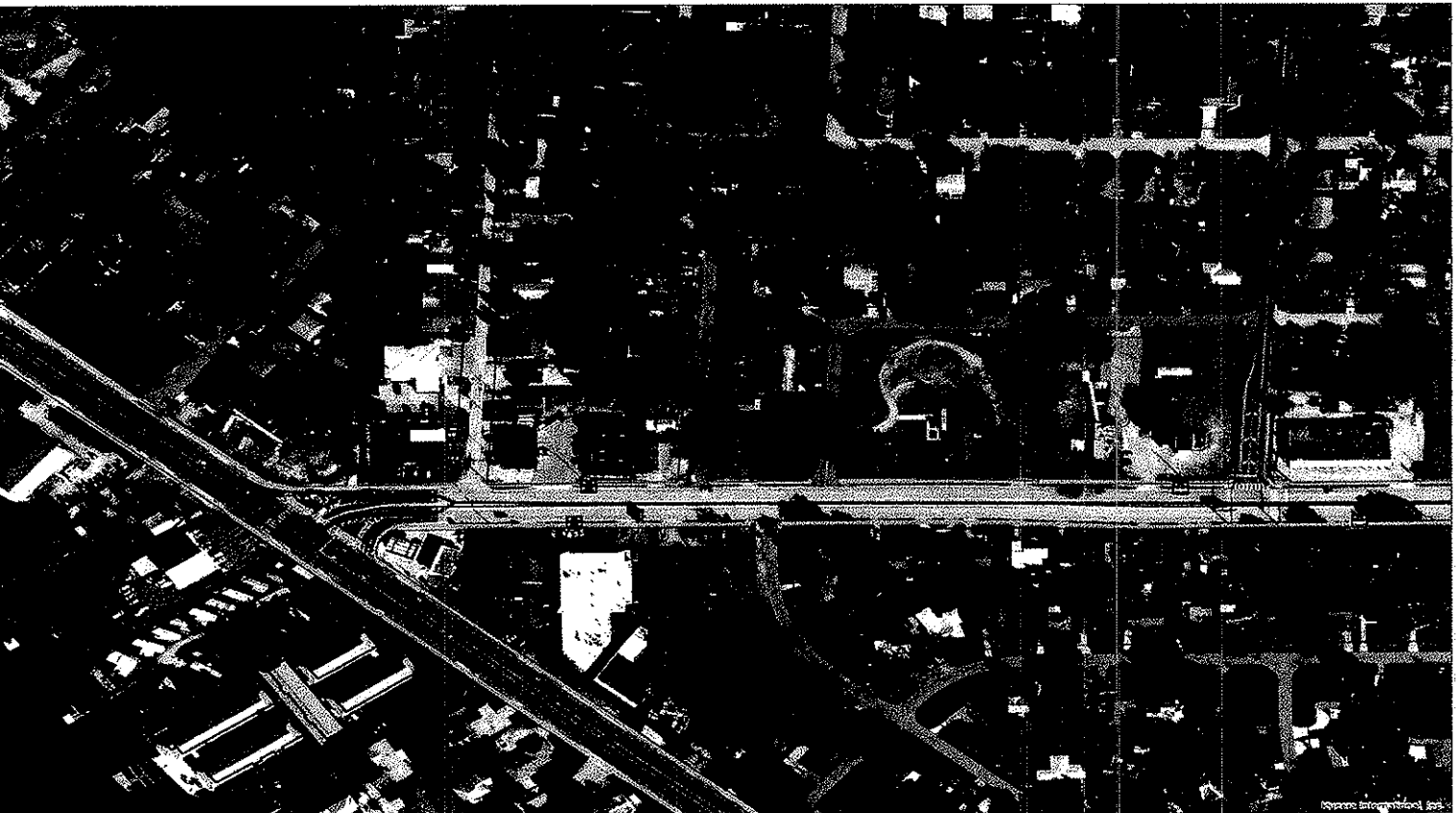


 Subject Property

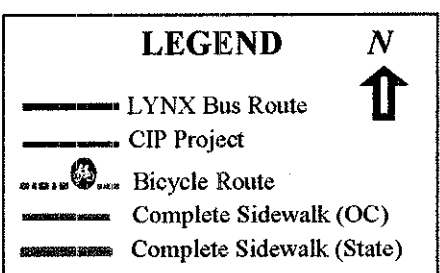


1 inch = 167 feet

## Alternative Mobility Area Context Map



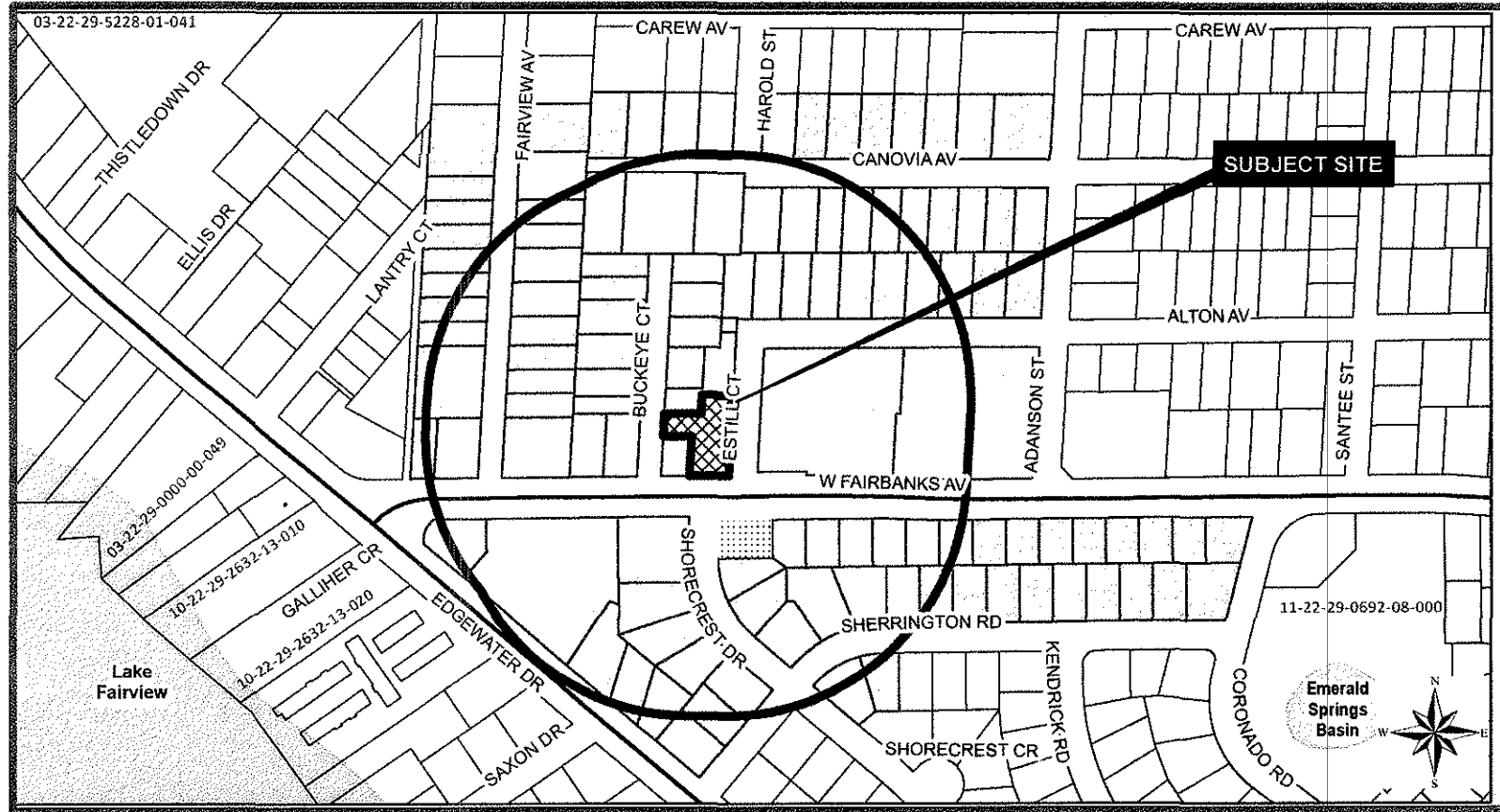
RZ 15-12-050  
Planning Context Map





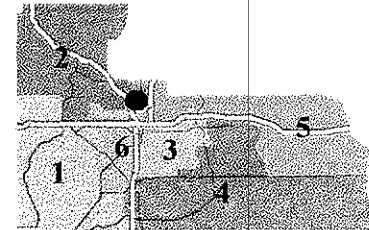
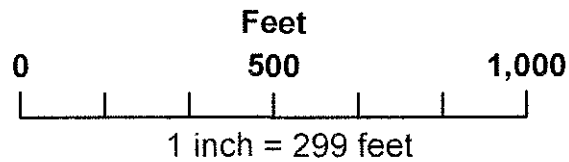
# Public Notification Map

RZ-15-12-050  
161 Notices



## Legend

- |         |                      |
|---------|----------------------|
| PARCELS | 500 FT BUFFER        |
| SUBJECT | SELECTED PARCELS     |
|         | ADDITIONAL SELECTION |
|         | HYDROLOGY            |



## Notification Map

Rezoning Staff Report  
Orange County Planning Division  
PZC Hearing Date: December 17, 2015



January 15, 2016

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

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

SUBJECT: Public Hearing Agenda Items for January 26, 2016  
Budget Amendments #16-17, #16-18, and #16-19  
CIP Amendment #16-20

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

**ACTION REQUESTED:**

- 1. Approval of budget amendments #16-17, #16-18, and #16-19.**
- 2. Approval of CIP amendment #16-20.**

KP/nm

Attachments

c: Randy Singh, Assistant County Administrator  
Eric Gassman, Chief Accountability Officer



Interoffice Memorandum

January 15, 2016

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

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

SUBJECT: Budget Amendments

The purpose of this memorandum is to provide you with additional information related to the scheduled public hearing for the budget amendment on January 26, 2016.

The main purpose of the amendment package is to adjust the adopted budget for encumbrance rollovers (commitments of budgeted funds to purchase goods or services in FY 2014-15 but not received prior to October 1, 2015), grant rollovers/carryover funding, capital improvement program rebudget adjustments, and other necessary adjustments. In addition, the amendment is used to adjust the budget to reflect actual fund balance (also referred to as cash brought forward). You may recall from previous discussions, the basic formula for calculating estimated fund balance is:

Cash as of estimating date  
+ Estimated revenue through year end  
- Estimated expenditures through year end  
- Allowance for estimated encumbrance rollovers  
= Estimated fund balance

Changes in any of these factors result in excess or shortfall in fund balance. Examples of situations that may lead to differences in fund balance are: revenue received over/under amount estimated; timing fluctuations in capital projects that can increase or decrease actual expenditures; level of operating expenses impacted by various factors; and increases or decreases in encumbrance rollovers for items that were expected to be purchased in the new year.

The package includes the following amendments for your approval at the January 26, 2016 meeting:

Fund Balance Amendment #16-17 – Amends the adopted fund balance budget for the difference between actual and estimated fund balance with adjustments allocated between personal services, operating expenses, capital, and reserves.

Included as part of the Fund Balance Amendment is \$6.2 million for the Sheriff's Office to account for the extra pay period in the fiscal year, \$1.5 million for State Department of Juvenile Justice increase, and \$504,286 from the Building Safety Fund for the addition of six (6) new positions in the Building Safety Division to provide adequate levels of service.

Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners  
Budget Amendments  
January 26, 2016  
Page 2

Also included is \$263,748 from the Water Utilities System Fund for the addition of six (6) new positions in the Utilities Department to meet Environmental Protection Agency requirements.

Encumbrance Rollover Amendment #16-18 – Amends the adopted budget for all encumbrance rollovers for 46 non-grant funds.

Grants Rollover Amendment #16-19 – Amends the adopted budget for all carryover funding for 84 grant funds.

Capital Improvement Amendment #16-20 – Amends project costs for the capital improvement budget for differences between actual and estimated rebudgets, revisions to fund balance, and other adjustments.

I hope you find this overview useful and informative. I have scheduled individual briefings with each of you to discuss the amendment package.

KP/nm

Attachments

c: Ajit Lalchandani, County Administrator  
Eric Gassman, Chief Accountability Officer  
Randy Singh, Assistant County Administrator  
Paul Wunderlich, Director, Finance and Accounting  
Cheryl Gillespie, Agenda Development  
Clerk of the Board of County Commissioners





Interoffice Memorandum

January 15, 2016

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

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

SUBJECT: Public Hearing Agenda Item for January 26, 2016  
Budget Amendment #16-17  
Fund Balance Amendment

The attached schedule reflects necessary budgetary adjustments for FY 2015-16. This public hearing and the proposed adjustment were properly advertised as required by Florida Statutes.

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

**Sources:**

Fund Balance	\$ 61,959,176
Interfund Transfers	52,255
Miscellaneous Revenue	<u>3,462,624</u>
TOTAL SOURCES	<u>\$ 65,474,055</u>

**Uses:**

Personal Services	\$ 905,041
Operating Expenses	24,000,490
Capital Outlay	660,796
Reserves	37,675,129
Interfund Transfers	52,255
Miscellaneous	<u>2,180,344</u>
TOTAL USES	<u>\$ 65,474,055</u>

KP/nm

Attachment

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

		Cash Brought Forward Adjustment										
		Revenue Adjustment					Expenditure Adjustment					
Fund	Fund Name	Rev Agcy	Rev Org	Rev Code	Revenue Source	Revenue Adjustment	Exp Agency	Exp Org	Exp Object	Object Name	Appr Unit	Expenditure Adjustment
0001	General Fund	023	0463	8850	CBF	14,376,959	023	0475	9510	Reserve for Contingency	MPB	8,157,980
0001	General Fund				Indirect							
0001	General Fund	023	0463	4191	Cost	2,208,153	023	0466	9195	Misc. Interfund Transfer	MPA	157,921
0001	General Fund						006	0126	3146	Commissions and Fees Sheriff Payments to Other Gov't	ECB	6,199,054
0001	General Fund						062	2442	3167	Agencies	JDI	1,518,740
0001	General Fund						062	2458	6440	Software	HJG	99,000
0001	General Fund						023	0413	8610	Aid to Private Organizations	YAB	25,000
0001	General Fund						023	0413	4470	Bank Charges	YAB	135,000
0001	General Fund						023	0466	9162	OBT CRA 1025	MPA	(19,451)
0001	General Fund						068	2422	3197	Contractual Services NOS	HAL	118,916
0001	General Fund						043	1705	1120	Regular Salaries and Wages	AAF	174,000
0001	General Fund						023	0451	3144	Commission-Fee Election	EAJ	18,189
0001	General Fund									Commission and Fees Property		
0001	General Fund						023	0452	3143	Appraiser	ECD	763
	<b>0001 Subtotal</b>					<b>16,585,112</b>						<b>16,585,112</b>
0230	Mosquito Control	060	2470	8850	CBF	195,113						
0230	Mosquito Control	060	2470	8130	GF-Interfund	(195,113)						
	<b>0230 Subtotal</b>					<b>(0)</b>						<b>0</b>
0234	Donations	006	0126	8850	CBF	3,924	006	0126	4115	Miscellaneous Operating Supplies	LYA	3,924
0235	CFS Board Donations	062	2452	8850	CBF	16,215	062	2452	4115	Miscellaneous Operating Supplies	KWW	16,215
1002	Transportation Trust	072	2700	8850	CBF	1,065,519	072	0475	9550	Reserve-Future Capital Outlay	PFB	455,519
1002	Transportation Trust						072	5144	3179	Contract Svc Employ Agent	PHB	610,000
	<b>1002 Subtotal</b>					<b>1,065,519</b>						<b>1,065,519</b>
1003	Constitutional Gas Tax	072	2900	8850	CBF	(684,889)	072	0475	9550	Reserve-Future Capital Outlay	PAX	(684,889)
1004	Local Option Gas Tax	072	2900	8850	CBF	445,309	072	0475	9550	Reserve-Future Capital Outlay	PBF	445,309
1004	Local Option Gas Tax	023	0466	8110	Interfund Transfer	(41)						
	<b>1004 Subtotal</b>					<b>445,309</b>						<b>445,309</b>
1005	Special Tax MSTU	023	0463	8850	CBF	2,221,640	023	0475	9510	Reserve for Contingency	PCP	796,640
1005	Special Tax MSTU	023	0463	1500	Comm Svc Tax	(1,500,000)						
1005	Special Tax MSTU	023	0463	8810	Statutory Deduction	75,000						
	<b>1005 Subtotal</b>					<b>796,640</b>						<b>796,640</b>
1006	Mandatory Refuse Collection	038	1250	8850	CBF	176,815	038	0475	9510	Reserve for Contingency	XAG	176,815
1009	OC Fire Prot & EMS/MSTU	034	0600	8850	CBF	2,832,853	034	0475	9510	Reserve for Contingency	FAV	1,883,713
1009	OC Fire Prot & EMS/MSTU						034	0475	9530	Restricted Reserves	FAV	1,000,000
1009	OC Fire Prot & EMS/MSTU						034	0475	9550	Reserve-Future Capital Outlay	FAV	68,000
1009	OC Fire Prot & EMS/MSTU									Sales Tax 2314-Interfund Transfer	FTG	(58,193)
1009	OC Fire Prot & EMS/MSTU						034	0476	9550	Reserve-Future Capital Outlay	R5D	(60,667)
	<b>1009 Subtotal</b>					<b>2,832,853</b>						<b>2,832,853</b>
1010	Air Pollution Control	068	2426	8850	CBF	(11,115)	068	2426	3197	Contractual Services NOS	HCK	(11,115)
1011	Building Safety	068	2600	8850	CBF	2,137,539	068	0475	9510	Reserve for Contingency	BBG	(2,187,878)
1011	Building Safety	023	0463	8850	CBF	(1,612,978)	068	2621	1120	Regular Salaries and Wages	BAA	186,317
1011	Building Safety						068	2621	4175	Clothing and Wearing Apperal	BAB	900
1011	Building Safety						068	2621	6420	Rolling Stock	BAB	60,000
1011	Building Safety						068	2622	1120	Regular Salaries and Wages	BAA	62,105
1011	Building Safety						068	2622	4175	Clothing and Wearing Apperal	BAB	300
1011	Building Safety						068	2622	6420	Rolling Stock	BAB	20,000
1011	Building Safety						068	2623	1120	Regular Salaries and Wages	BAA	124,212
1011	Building Safety						068	2623	4175	Clothing and Wearing Apperal	BAB	600
1011	Building Safety						068	2623	6420	Rolling Stock	BAB	40,000
1011	Building Safety						068	3132	6438	Computer Equipment	AXB	9,852
1011	Building Safety						068	2610	3126	Indirect Costs	BAB	2,208,153
	<b>1011 Subtotal</b>					<b>524,561</b>						<b>524,561</b>
1013	Air Quality Improvement	068	2428	8850	CBF	49,054	068	0475	9510	Reserve for Contingency	HCF	49,054
1014	Law Enforce/Confis Prop	006	0129	8850	CBF	223,153	006	0129	4115	Miscellaneous Operating Supplies	SLA	223,153
1015	Law Enforce Educ-Corrections	081	3820	8850	CBF	36,656	081	3820	4115	Miscellaneous Operating Supplies	SLE	36,656
1016	Law Enforce/Educ Sheriff	006	0128	8850	CBF	83,095	006	0128	4030	Training and Education	SLI	83,095
1019	Pine Ridge Traffic Control	062	1790	8850	CBF	4,107	062	1790	3167	Payments to Other Gov't Agencies	SXH	4,107
1023	Misc Construction Projects	023	0463	8850	CBF	(422,487)	023	0476	9550	Reserve-Future Capital Outlay	R5F	(9,643,430)
1023	Misc Construction Projects						023	0475	9550	Reserve-Future Capital Outlay	KQA	9,220,943
	<b>1023 Subtotal</b>					<b>(422,487)</b>						<b>(422,487)</b>
1025	OBT Comm Redev Area Trust Fund	023	0463	8850	CBF	17,602	023	0435	3167	Payments to Other Gov't Agencies	OBV	17,941

FUND BALANCE AMENDMENT  
FISCAL YEAR 2016

		Revenue Adjustment					Expenditure Adjustment					
Fund	Fund Name	Rev Agcy	Rev Org	Rev Code	Revenue Source	Revenue Adjustment	Exp Agency	Exp Org	Exp Object	Object Name	Appr Unit	Expenditure Adjustment
					Mis-Reimb Other Gov Agency							
1025	OBT Comm Redev Area Trust Fund	023	0463	6849	GF-	20,832						
1025	OBT Comm Redev Area Trust Fund	023	0463	8130	Interfund	(19,451)						
1025	OBT Comm Redev Area Trust Fund	023	0463	8810	Statutory Deduction	(1,042)						
	1025 Subtotal					17,941						17,941
1026	Conservation Trust Fund	023	0463	8850	CBF	(11,909)	068	0475	9550	Reserve-Future Capital Outlay	CTF	(15,770)
1026	Conservation Trust Fund	068	0466	8110	Interfund Transfers	(3,861)						
	1026 Subtotal					(15,770)						(15,770)
1027	Drug Abuse Trust Fund	023	0463	8850	CBF	36,153	023	0391	4143	Medical & Surgical Supplies	DTF	36,153
1029	Tree Replacement Trust	062	2509	8850	CBF	147,459	062	2509	4146	Farm Garden & Nursery Supplies	TRT	147,459
1031	Transp Impact Fee Area 1	072	2909	8850	CBF	286,946	072	0475	9550	Reserve-Future Capital Outlay	TAA	286,946
1032	Transp Impact Fee Area 2	072	2909	8850	CBF	(381,830)	072	0475	9550	Reserve-Future Capital Outlay	TBA	(1,005,830)
1032	Transp Impact Fee Area 2						072	2909	4495	Prior Year Refund	MGF	624,000
	1032 Subtotal					(381,830)						(381,830)
1033	Transp Impact Fee Area 3	072	2909	8850	CBF	(716,015)	072	0475	9550	Reserve-Future Capital Outlay	TCA	(716,015)
1034	Transp Impact Fee Area 4	072	2909	8850	CBF	2,438,470	072	0475	9550	Reserve-Future Capital Outlay	TDA	2,438,470
1035	Law Enforce Impact Fees	023	0460	8850	CBF	90,260	023	0460	6210	Buildings	MZS	90,260
1046	Fire Impact Fees	034	0700	8850	CBF	75,704	034	0475	9550	Reserve-Future Capital Outlay	FUD	75,704
1048	Animal Services Trust Fund	023	0463	8850	CBF	289	060	2401	4030	Training and Education	AHL	289
1050	Parks Fund	068	1800	8850	CBF	(227,355)	068	0475	9510	Reserve for Contingency	LSD	971,711
1050	Parks Fund						068	0476	9550	Reserve-Future Capital Outlay	R5M	(1,199,066)
	1050 Subtotal					(227,355)						(227,355)
1051	Park & Rec. Scholarship Fund	068	1895	8850	CBF	(2,046)	068	1895	4422	Scholarships	AHB	(2,046)
1054	911 Fee	031	0677	8850	CBF	589,351	031	0677	3820	Maintenance of Equipment	FAW	589,351
1057	Tm-Econ Mitigation Bank Phase IV	068	2425	8850	CBF	(3,861)	068	0466	9195	Misc. Interfund Transfer	TMN	(3,861)
1059	Pollutant Storage Tank	068	2427	8850	CBF	(1,384)	068	2427	4110	Office Supplies	HFT	(1,384)
1060	Energy Efficiency Renewable Energy & Conservation Fund	068	4301	8850	CBF	6,962	068	4301	4460	Homeowner Incentive Payments	EPD	6,962
1061	A/W(Tax) Lk Jessamine	068	2430	8850	CBF	68,068	068	0475	9510	Reserve for Contingency	HDB	68,068
1062	A/W(Tax) Lk Holden	068	2438	8850	CBF	34,620	068	0475	9510	Reserve for Contingency	HDG	34,620
1063	A/W(Tax) Little Lk Fairview	068	2430	8850	CBF	7,992	068	0475	9510	Reserve for Contingency	HDP	7,992
1064	A/W(Tax) Lk Killarney	068	2430	8850	CBF	13,281	068	0475	9550	Reserve-Future Capital Outlay	HDJ	13,281
1065	A/W(Tax) Lk Mary	068	2430	8850	CBF	(2,116)	068	0475	9510	Reserve for Contingency	HDQ	(2,116)
1066	A/W(Tax) South Lk Fairview	068	2430	8850	CBF	674	068	0475	9510	Reserve for Contingency	HDX	674
1069	A/W(Tax) Lk Sue	068	2430	8850	CBF	1,920	068	0475	9510	Reserve for Contingency	HEB	1,920
1070	A/W(Tax) Bass Lk	068	2430	8850	CBF	5,098	068	0475	9510	Reserve for Contingency	HEC	5,098
1071	A/W(Tax) Lk Marilyn	990	0099	6101	Interest - Investments	3	023	0466	9195	Misc Interfund Transfers	HEL	3
1072	A/W(Tax) Lk Lawne	068	2430	8850	CBF	37	068	2430	4148	Chemical and Pesticides	HEP	37
1073	A/W(Tax) Lk Whippoorwill	068	2430	8850	CBF	(3,803)	068	0475	9510	Reserve for Contingency	UST	(3,803)
1075	A/W(Tax) Asbury Canal	068	2430	8850	CBF	65	068	0475	9510	Reserve for Contingency	HFI	(272)
1075	A/W(Tax) Asbury Canal	068	2430	8810	Statutory Deduction	(1)	068	2430	4148	Chemical and Pesticides	HFI	356
1075	A/W(Tax) Asbury Canal	990	0099	6101	Interest - Investments	20						
	1075 Subtotal					84						84
1076	A/W(Tax) Lk Horseshoe	068	2430	8850	CBF	1,410	068	0475	9510	Reserve for Contingency	LAF	1,410
1078	A/W(Tax) Lk Pickett	068	2430	8850	CBF	13,033	068	0475	9510	Reserve for Contingency	LAL	(41,967)
1078	A/W(Tax) Lk Pickett						068	2430	4148	Chemical and Pesticides	HEF	30,000
1078	A/W(Tax) Lk Pickett						068	2430	3167	Payments to Other Gov't Agencies	HEF	25,000
	1078 Subtotal					13,033						13,033
1079	A/W(Tax) Big Sand Lake	068	2437	8850	CBF	107,693	068	0475	9550	Reserve-Future Capital Outlay	HEQ	107,693
1080	A/W(Tax)Lake Price	068	2430	8850	CBF	8,874	068	0475	9510	Reserve for Contingency	HFB	8,874
1081	A/W(Tax) Lk Jean	068	2430	8850	CBF	20,863	068	0475	9510	Reserve for Contingency	ALA	20,863
1082	A/W(Tax) Lk Irma	068	2430	8850	CBF	13,146	068	0475	9510	Reserve for Contingency	CLA	13,146
1090	A/W(Non-Tax) Misc O/C Lakes	068	2430	8850	CBF	3,996	068	2430	4148	Chemical and Pesticides	HHA	3,996
1092	A/W(Tax) Lake Ola	068	2430	8850	CBF	22,837	068	0475	9510	Reserve for Contingency	EPA	(32,163)
1092	A/W(Tax) Lake Ola						068	2430	3197	Contractual Services NOS	EPL	5,000
1092	A/W(Tax) Lake Ola						068	2430	4148	Chemical and Pesticides	EPL	50,000
	1092 Subtotal					22,837						22,837
1094	Lake Odel MSBU	068	2430	8850	CBF	2,141	023	0475	9510	Reserve for Contingency	LAI	2,141
1095	Water & Nav-Lk Conway	068	2430	8850	CBF	(65,609)	068	0475	9510	Reserve for Contingency	HHL	(65,609)
1096	Water & Nav-Lk Windermere	068	2435	8850	CBF	478,069	068	0475	9510	Reserve for Contingency	HHR	478,069
1097	A/W(NON-TAX) LK	068	2430	8850	CBF	32,332	023	0475	9510	Reserve for Contingency	LMC	32,332
1098	A/W(NON-TAX) LK PEARL	068	2430	8850	CBF	10,348	023	0475	9510	Reserve for Contingency	LMQ	10,348
1099	A/W(NON-TAX) LK MARILYN	068	2430	8850	CBF	882	023	0475	9510	Reserve for Contingency	LMN	885
1099	A/W(NON-TAX) LK MARILYN	023	2430	8110	Interfund Transfers	3						

FUND BALANCE AMENDMENT  
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		Revenue Adjustment					Expenditure Adjustment					
Fund	Fund Name	Rev Agcy	Rev Org	Rev Code	Revenue Source	Revenue Adjustment	Exp Agency	Exp Org	Exp Object	Object Name	Appr Unit	Expenditure Adjustment
	1099 Subtotal					885						885
1101	Street Lights-Grp 1	001	0025	8850	CBF	(413,328)	023	0475	9510	Reserve for Contingency	SAB	(814,693)
1101	Street Lights-Grp 1						023	0025		Utilities	SAA	401,365
	1101 Subtotal					(413,328)						(413,328)
1103	MSBU Speed Humps-One Assmts	072	2901	8850	CBF	155	023	0475	9510	Reserve for Contingency	SAF	155
1121	Crystal Lake Lake Cleaning Msbu 0296	068	2430	8850	CBF	2,960	023	0475	9510	Reserve for Contingency	SLM	2,960
	Lake Lovely Lake Cleaning Msbu											
1122	District 0297	068	2430	8850	CBF	1,818	023	0475	9510	Reserve for Contingency	SLO	1,818
	Lake Roberts Lake Cleaning Msbu											
1123	District 0298	068	2430	8850	CBF	27,479	023	0475	9510	Reserve for Contingency	SLQ	27,479
	Bellanona Grande Estates Lake Maint											
1124	Dist 0295	068	2430	8850	CBF	5,038	023	0475	9510	Reserve for Contingency	SFJ	5,038
1125	Saracity Gardens Msbu	001	0042	8850	CBF	1,499	023	0475	9510	Reserve for Contingency	SED	1,499
1126	Street Lights-Grp 26	001	0025	8850	CBF	28,237	023	0475	9510	Reserve for Contingency	SBY	28,237
1127	Street Lights-Grp 27	001	0025	8850	CBF	23,295	023	0475	9510	Reserve for Contingency	SCA	23,295
1128	Street Lights-Grp 28	001	0025	8850	CBF	279	023	0475	9510	Reserve for Contingency	SCC	279
1129	Street Lights-Grp 29	001	0025	8850	CBF	1,619	023	0475	9510	Reserve for Contingency	SCE	1,619
1130	Street Lights-Grp 30	001	0025	8850	CBF	614	023	0475	9510	Reserve for Contingency	SCG	614
1131	Street Lights-Grp 31	001	0025	8850	CBF	2,154	023	0475	9510	Reserve for Contingency	SCI	2,154
1132	Street Lights-Grp 32	001	0025	8850	CBF	786	023	0475	9510	Reserve for Contingency	SCK	786
1133	Street Lights-Grp 33	001	0025	8850	CBF	17,657	023	0475	9510	Reserve for Contingency	SCY	17,657
1135	Street Lights-Grp 35	001	0025	8850	CBF	711	023	0475	9510	Reserve for Contingency	SCP	711
1136	Street Lights-Grp 36	001	0028	8850	CBF	(75)	001	0466	9195	Misc Interfund Transfers	SGV	(75)
1137	Street Lights-I-Drive-Extensio	001	0025	8850	CBF	17,050	023	0475	9510	Reserve for Contingency	SFE	17,050
1139	Str Lts-Grp39 I-Dr535 To Osceo	001	0025	8850	CBF	6,639	023	0475	9510	Reserve for Contingency	IFU	6,639
1142	Retention Ponds-Grp 232	001	0027	8850	CBF	(555,146)	072	0475	9510	Reserve for Contingency	PEP	(555,146)
1143	Retention Ponds-Grp 237	001	0028	8850	CBF	992	023	0475	9510	Reserve for Contingency	SFV	992
1146	Black Lake/Lake Tilden Msbu	068	2430	8850	CBF	5,839	023	0475	9510	Reserve for Contingency	MBE	5,839
1147	Lake Olivia Msbu	068	2430	8850	CBF	2,249	023	0475	9510	Reserve for Contingency	MBJ	2,249
1148	Retention Pd-Ctr.FI.Res.Park	001	0028	8850	CBF	1	023	0475	9510	Reserve for Contingency	HAH	1
1149	Ret Pond-Hoa-Sanctuary Gp 418	001	0028	8850	CBF	15,192	023	0475	9510	Reserve for Contingency	SEB	15,192
1150	Maint Non-Pvd R/W-Grp 306	001	0037	8850	CBF	272	023	0475	9510	Reserve for Contingency	SCW	272
1151	Com Area - Westwood Heights - 222	001	0026	8850	CBF	2,792	023	0475	9510	Reserve for Contingency	SEM	2,792
1152	Com Area Hiawassee Oaks-223	001	0026	8850	CBF	6,162	023	0475	9510	Reserve for Contingency	ATR	6,162
1153	Maint Non-Pvd R/W-Grp 309	001	0037	8850	CBF	8,987	023	0475	9510	Reserve for Contingency	SDZ	8,987
1155	Common Area Maint-Peppermill	001	0026	8850	CBF	13,685	023	0475	9510	Reserve for Contingency	SMB	13,685
1156	Common Area Maint-Grp 210	001	0026	8850	CBF	44,033	023	0475	9510	Reserve for Contingency	SFT	18,000
1156	Common Area Maint-Grp 210						001	0026	3173	Contractual Services-MSTU	SDB	26,033
	1156 Subtotal					44,033						44,033
1157	Common Area Maint-Grp 211	001	0026	8850	CBF	18,181	023	0475	9510	Reserve for Contingency	SDS	18,181
1158	Common Area Maint-Grp 212	001	0026	8850	CBF	5,010	023	0475	9510	Reserve for Contingency	SFZ	3,010
1158	Common Area Maint-Grp 212						001	0026	3173	Contractual Services-MSTU	SDD	2,000
	1158 Subtotal					5,010						5,010
1159	Common Area Maint-Bay Lakes	001	0026	8850	CBF	11,295	023	0475	9510	Reserve for Contingency	SDV	11,295
1160	Common Area Maint-Gingermill	001	0026	8850	CBF	12,126	023	0475	9510	Reserve for Contingency	SMD	12,126
1161	Plaza Int'L-Grp 281	001	0034	8850	CBF	94,920	023	0475	9510	Reserve for Contingency	SDW	(30,080)
1161	Plaza Int'L-Grp 281						001	0034	3710	Utilities	SDF	125,000
	1161 Subtotal					94,920						94,920
1162	Plaza Int'L-Grp 282	001	0034	8850	CBF	70,633	023	0475	9510	Reserve for Contingency	SDI	70,633
1164	Comm Area Maint-Watermill-216	001	0026	8850	CBF	6,491	023	0475	9510	Reserve for Contingency	SMI	6,491
1165	Com Area Watermill Cove-217	001	0026	8850	CBF	1,884	001	0026	3173	Contractual Services-MSTU	SMX	1,884
1166	Water Management-Grp 291	001	0035	8850	CBF	2,561	023	0475	9510	Reserve for Contingency	SDX	2,561
1167	Com Area-Rio Pinar East Grp219	001	0026	8850	CBF	6,808	023	0475	9510	Reserve for Contingency	SQQ	6,808
1168	Lake Anderson Water Mgt. - 290	068	2430	8850	CBF	(1,236)	023	0475	9510	Reserve for Contingency	ASY	(5,236)
1168	Lake Anderson Water Mgt. - 290						068	2430	3197	Contractual Services NOS	ASU	4,000
	1168 Subtotal					(1,236)						(1,236)
1169	OBT Corridor Area	001	0040	8850	CBF	91,078	001	0040	3173	Contractual Services - MSTU	SDL	91,078
1170	OBT Neighborhood Area	001	0041	8850	CBF	72,253	001	0040	3173	Contractual Services - MSTU	SDM	72,253
1171	Braford Road Impr.-District 745	001	0042	8850	CBF	34	001	0466	9195	Misc Interfund Transfers	SAK	34
1172	Orlando Cntrl Park Drain Maint	001	0038	8850	CBF	284,716	023	0475	9510	Reserve for Contingency	SDQ	284,716
1173	Com Area Magnolia Springs-224	001	0026	8850	CBF	(4,445)	023	0475	9510	Reserve for Contingency	SGN	(4,445)
										Payments to Other Gov't		
1177	I-Drive Planning/Admin MSTU	023	0427	8850	CBF	42,212	023	0427	3167	Agencies	SMK	42,212
										Payments to Other Gov't		
1178	I-Drive Bus Service MSTU	023	0427	8850	CBF	74,506	023	0428	3167	Agencies	SMN	74,506
										Payments to Other Gov't		
1179	North I-Drive Improvemnt MSTU	023	0427	8850	CBF	7,250	023	0429	3167	Agencies	SMQ	7,250
1184	Boot Lake Water Mgt Group 292	068	2430	8850	CBF	1,091	023	0475	9510	Reserve for Contingency	SDN	1,091
1185	Twin Oaks Road Imp-Grp 595	068	2430	8850	CBF	(16)	023	0475	9510	Reserve for Contingency	SGI	(16)
1186	Com Area-Forrest Park-Grp 220	001	0026	8850	CBF	12,465	023	0475	9510	Reserve for Contingency	SDU	12,465
1188	Apopka-Vineland Landscape MSTU	001	0026	8850	CBF	24,378	001	0026	3173	Contractual Services - MSTU	APD	24,378
1189	Lake McCoy Lake Maintenance293	068	2430	8850	CBF	569	023	0475	9510	Reserve for Contingency	IFV	(6,531)
1189	Lake McCoy Lake Maintenance293						068	2430	3197	Contractual Services NOS	IFS	7,100
	1189 Subtotal					569						569

FUND BALANCE AMENDMENT  
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Fund	Fund Name	Revenue Adjustment					Expenditure Adjustment					
		Rev Agcy	Rev Org	Rev Code	Revenue Source	Revenue Adjustment	Exp Agency	Exp Org	Exp Object	Object Name	Appr Unit	Expenditure Adjustment
1196	HOA Ret Pond Wingrove-433	001	0028	8850	CBF	2,771	023	0475	9510	Reserve for Contingency	SAW	2,771
1197	HOA Ret Pond Pine Castle-432	001	0028	8850	CBF	2,120	023	0475	9510	Reserve for Contingency	SAU	2,120
1198	Jetport Park Retention Ponds District 434	001	0027	8850	CBF	19,767	023	0475	9510	Reserve for Contingency	ASZ	19,767
1199	Lake Floy Lake Maintenance District	068	2430	8850	CBF	(209)	023	0475	9510	Reserve for Contingency	LAE	(209)
1201	H.O.A. Ret Pond-Univ.Est #403	001	0028	8850	CBF	14,676	023	0475	9510	Reserve for Contingency	NLE	14,676
1202	H.O.A. Ret. Pd.-Robinson Hills - 404	001	0028	8850	CBF	5,922	023	0475	9510	Reserve for Contingency	ATB	5,922
1217	Com Area Crystal Creek-221	001	0026	8850	CBF	5,115	023	0475	9510	Reserve for Contingency	CRZ	5,115
1232	Local Housing Asst (SHIP)	068	1730	8850	CBF	1,286,124	068	1745	3217	Homeowner Downpayment Assistance	LSX	1,286,124
1241	Teen Court	003	0120	8850	CBF	76,705	023	0475	9510	Reserve for Contingency	MBQ	76,705
1242	Crime Prevention-Ord98-01	062	1790	8850	CBF	10,067	062	1790	3176	Contractual Services -	SXG	10,067
1243	Orange Blossom Trail NID 90-24	023	0454	8850	CBF	16,493	023	0454	3176	Contractual Services -	SXD	16,493
1246	International Drive CRA	023	0450	8850	CBF	16,305,863	023	0475	9550	Reserve-Future Capital Outlay	IDD	16,305,863
1247	Court Technology	031	0500	8850	CBF	0	031	0852	6438	Computer Equipment > \$500	CTG	234,800
1247	Court Technology	023	0466	8130	GF-Interfund	234,800						
	<b>1247 Subtotal</b>					<b>234,800</b>						<b>234,800</b>
1248	Court Facilities	043	1710	8850	CBF	(192,116)	043	0475	9510	Reserve for Contingency	CDN	(192,116)
1249	Pine Hills Neighborhood Imprv Dist	062	3128	8850	CBF	112,687	062	0475	9510	Reserve for Contingency	PHN	20,000
1249	Pine Hills Neighborhood Imprv Dist						062	3128	4440	Improvements to Non-County Assets	SXJ	92,687
	<b>1249 Subtotal</b>					<b>112,687</b>						<b>112,687</b>
1250	Boating Improvement Program	068	1800	8850	CBF	105,013	068	1800	6310	Structures and Fac Oth Than Bldgs	AHN	105,013
1251	Local Court Programs	003	0101	8850	CBF	21,242	023	0475	9510	Reserve for Contingency	MPB	21,242
1252	Legal Aid Programs	003	0100	8850	CBF	0	023	0488	8610	Aid to Private Organizations	CDP	118,234
1252	Legal Aid Programs	023	0466	8130	GF-Interfund	118,234						
	<b>1252 Subtotal</b>					<b>118,234</b>						<b>118,234</b>
1253	Law Library	023	0489	8850	CBF	232	023	0489	8610	Aid to Private Organizations	CDO	232
1263	Conservation Trust-CC Mitigt	068	1978	8850	CBF	197	068	1978	6110	Land and Perm Easements	CTJ	197
1265	Parks & Recreation Impact Fees	068	1800	8850	CBF	(3,911,487)	068	0475	9550	Reserve-Future Capital Outlay	SSP	128,176
1265	Parks & Recreation Impact Fees						068	0476	9550	Reserve-Future Capital Outlay	R5P	(4,039,663)
	<b>1265 Subtotal</b>					<b>(3,911,487)</b>						<b>(3,911,487)</b>
1272	Driver Education Safety Trst Fd	023	0404	8850	CBF	44,831	023	0404	3167	Payments to Other Gov't Agencies	DES	44,831
1274	Econ River Drainage Basin	068	1978	8850	CBF	93	068	1978	6110	Land and Perm Easements	DBP	93
1295	Animal Svcs Trust-General Donations	023	0463	8850	CBF	30,556	060	2402	8610	Aid to Private Organizations	GDD	82,879
1295	Animal Svcs Trust-General Donations						060	0475	9510	Reserve for Contingency	GDD	(52,323)
	<b>1295 Subtotal</b>					<b>30,556</b>						<b>30,556</b>
1300	Silver Star Road	072	2900	8850	CBF	1,854	072	0475	9510	Reserve for Contingency	KDE	1,854
1301	Colonial Drive	072	2900	8850	CBF	499	072	0475	9510	Reserve for Contingency	KDF	499
1302	Lake Destiny Drive	072	2900	8850	CBF	1,475	072	0475	9510	Reserve for Contingency	KDG	1,475
1303	Hoffner Ave	072	2900	8850	CBF	7,392	072	0475	9510	Reserve for Contingency	KDK	7,392
1304	Reams Road	072	2900	8850	CBF	2,373	072	0475	9510	Reserve for Contingency	KDL	2,373
1305	Defseg Colonial 417 To Dean	072	2900	8850	CBF	20	072	0475	9510	Reserve for Contingency	KDM	20
1306	Dean Road	072	2900	8850	CBF	13	072	0475	9510	Reserve for Contingency	KDP	13
1307	Ficquette Road	072	2900	8850	CBF	(197)	072	0475	9510	Reserve for Contingency	KDS	(197)
1308	Defseg SR50-Univ Dean - Alafaya	072	2900	8850	CBF	(1)	072	0475	9510	Reserve for Contingency	KDT	(1)
1309	University Blvd	072	2900	8850	CBF	3,995	072	0475	9510	Reserve for Contingency	KDU	3,995
1310	Defseg Colonial Semoran-Golden	072	2900	8850	CBF	11	072	0475	9510	Reserve for Contingency	KDV	11
1311	Hall Road	072	2900	8850	CBF	1,072	072	0475	9510	Reserve for Contingency	KFW	1,072
1312	Lake Underhill Road	072	2900	8850	CBF	2,257	072	0475	9510	Reserve for Contingency	KDZ	2,257
1314	Alafaya Trail	072	2900	8850	CBF	(991)	072	0475	9510	Reserve for Contingency	KGG	(991)
1315	Winter Garden-Vineland Rd	072	2900	8850	CBF	1,108	072	0475	9510	Reserve for Contingency	KFI	1,108
1316	Narcoossee Road	072	2900	8850	CBF	3,361	072	0475	9510	Reserve for Contingency	KFK	3,361
1317	Curry Ford Road	072	2900	8850	CBF	910	072	0475	9510	Reserve for Contingency	KFM	910
1318	Aloma Ave	072	2900	8850	CBF	99	072	0475	9510	Reserve for Contingency	KFN	99
1319	Wetherbee Rd	072	2900	8850	CBF	147	072	0475	9510	Reserve for Contingency	KFO	147
1320	Transportation Mitigation Agmts	072	2900	8850	CBF	3,414	072	0475	9510	Reserve for Contingency	KFJ	3,414
1321	Boggy Creek Road	072	2900	8850	CBF	(31,364)	072	0475	9510	Reserve for Contingency	KFP	(31,364)
1322	International Drive Extension	072	2900	8850	CBF	579	072	0475	9510	Reserve for Contingency	KFD	579
1325	Woodbury Road	072	2900	8850	CBF	17,413	072	0475	9510	Reserve for Contingency	KGP	17,413
1326	Sand Lake Road	072	2900	8850	CBF	3,426	072	0475	9510	Reserve for Contingency	KGW	3,426
1327	Turkey Lake Road Prop Share Agmt	072	2900	8850	CBF	418	072	0475	9510	Reserve for Contingency	KGX	418
1450	Lakeside Village Adequate Public	023	0463	8850	CBF	65,130	068	0475	9510	Reserve for Contingency	BBL	65,130
1660	Inmate Commissary Fund	081	3830	8850	CBF	131,375	081	3820	4115	Miscellaneous Operating Supplies	INM	131,375
2314	Sales Tax Trust Fund	001	0065	8850	CBF	11,422,468	023	0475	9580	Reserve for Debt Service	DAN	11,364,275
2314	Sales Tax Trust Fund	023	0466	8150	Fire Dept-Interfund Transfers	(58,193)						
	<b>2314 Subtotal</b>					<b>11,364,275</b>						<b>11,364,275</b>



FUND BALANCE AMENDMENT  
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Fund	Fund Name	Revenue Adjustment					Expenditure Adjustment					
		Rev Agcy	Rev Org	Rev Code	Revenue Source	Revenue Adjustment	Exp Agency	Exp Org	Exp Object	Object Name	Appr Unit	Expenditure Adjustment
2315	Orange County Promissory Note Series 2010	031	0566	8850	CBF	(16,267)	031	0475	9580	Reserve for Debt Service	SIE	(16,267)
2316	Public Facilities Bonds	001	0065	8850	CBF	13,541	023	0475	9580	Reserve for Debt Service	DAQ	13,541
2317	Capital Improvement Bonds	001	0065	8850	CBF	2,725,091	023	0475	9580	Reserve for Debt Service	DAT	2,725,091
2319	Public Service Tax Bonds	023	0464	8850	CBF	6,046,882	023	0475	9580	Reserve for Debt Service	DBE	6,046,882
2402	Lk Sherwood Hills West-D/S	001	0065	8850	CBF	(1,610)	001	0065	4495	Refunds Prior Yr Revenues	NLR	(1,610)
2403	Magnolia Spgs D/S	001	0065	8850	CBF	(917)	001	0065	4495	Refunds Prior Yr Revenues	NLS	(917)
2404	Sand Lake Hills D/S - 583	001	0065	8850	CBF	(2,734)	001	0065	4495	Refunds Prior Yr Revenues	ATM	(2,734)
3366	Sales Tax 15 Equip Acquisition	034	0688	8850	CBF	1,582	034	0688	6430	Heavy Equipment	KBL	1,582
4410	Solid Waste System	038	1000	8850	CBF	674,542	038	0475	9510	Reserve for Contingency	RAG	674,542
4420	Water Utilities System	038	1300	8850	CBF	(20,827,896)	038	0475	9550	Reserve-Future Capital Outlay	WIL	(21,115,767)
4420	Water Utilities System	023	0466	8110	Interfund Transfers	(24,123)	038	1301	1120	Regular Salaries and Wages	WAA	44,412
4420	Water Utilities System						038	1302	1120	Regular Salaries and Wages	WAA	164,527
4420	Water Utilities System						038	1347	1120	Regular Salaries and Wages	WAA	54,809
	<b>4420 Subtotal</b>					<b>(20,852,019)</b>						<b>(20,852,019)</b>
4427	Holden Heights Wastewater-590	001	0064	8850	CBF	(24,332)	001	0466	9195	Misc Interfund Transfers	CHO	(24,332)
	O'Berry Hoover Rd. Water Connection-											
4429	585	001	0064	8850	CBF	209	001	0466	9195	Misc Interfund Transfers	ATD	209
4430	Convention Center	035	0900	8850	CBF	30,919,347	035	0475	9510	Reserve for Contingency	CCG	28,605,347
4430	Convention Center	035	0900	1210	Local Resort Tax	2,700,000	035	0935	3163	Payments to OCCCVB-Sixth Cent	CCJ	225,000
4430	Convention Center	035	0900	8810	Statutory Deduction	(135,000)	035	0935	3164	Payments to OCCCVB-First Four Cents	CCJ	225,000
4430	Convention Center						035	0935	3166	Payment to City of Orlando Community Venues	CCJ	2,475,000
4430	Convention Center						035	0990	8610	Aid to Private Organizations	EDT	1,954,000
	<b>4430 Subtotal</b>					<b>33,484,347</b>						<b>33,484,347</b>
5510	Risk Management Program	025	0328	8850	CBF	(579,649)	025	0328	3350	Other Insurance	MMK	(579,649)
5530	Fleet Management Dept	043	2030	8850	CBF	732,350	043	0475	9510	Reserve for Contingency	ABS	732,350
5540	Employees Benefits	025	0279	8850	CBF	(7,657,456)	023	0475	9530	Restricted Reserve	MEC	(14,157,456)
5540	Employees Benefits						025	0279	3360	Medical Exp Benefits	MEH	5,000,000
5540	Employees Benefits						025	0279	3361	Prescription Exp Benefits	MEH	1,500,000
	<b>5540 Subtotal</b>					<b>(7,657,456)</b>						<b>(7,657,456)</b>
8113	Petroleum Cleanup	068	7423	3331	FDEP-Phys Envir-Oper	94,659	068	7423	1120	Regular Salaries and Wages	8EU	94,659



Interoffice Memorandum

January 15, 2016

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

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

SUBJECT: Public Hearing Agenda Item for January 26, 2016  
Budget Amendment #16-18  
Recognition of Encumbrance Rollovers

The attached schedule reflects recommended budgetary adjustments for FY 2014-15 encumbrances rolled over to FY 2015-16. This public hearing and the proposed adjustment were properly advertised as required by Florida Statutes.

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

**Sources:**

Fund Balance	\$ 104,402,804
TOTAL SOURCES	<u>\$ 104,402,804</u>

**Uses:**

Operating Expenses	\$ 36,527,861
Capital Outlay	66,191,167
Grants	1,124,430
Other	559,346
TOTAL USES	<u>\$ 104,402,804</u>

KP/nm/dh

Attachment

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

# Encumbrance Rollovers

FY 2015-16

Fund	Fund Name	Operating Rollover	Capital Rollover	Grants Rollover	Other Rollover	Carry Forward
0001	General Fund	9,174,738	1,890,908	402,657	8,319	11,476,622
0230	Mosquito Control	12,743	36,453	0	0	49,196
1002	Transportation Trust	3,605,300	2,405,522	0	406	6,011,228
1003	Constitutional Gas Tax	3,986,835	4,187,659	0	0	8,174,494
1004	Local Option Gas Tax	848,334	2,133,514	0	0	2,981,848
1006	Mandatory Refuse Collection	61,152	0	0	0	61,152
1009	OC Fire Prot & EMS/MSTU	577,492	1,105,414	0	0	1,682,906
1010	Air Pollution Control	144	0	0	0	144
1011	Building Safety	50,186	105,000	0	0	155,186
1015	Law Enforce Educ-Corrections	33,891	10,740	0	0	44,631
1023	Misc Construction Projects	1,706,825	11,025,109	0	0	12,731,934
1025	OBT Comm Redev Area Trust Fund	0	11,551	0	0	11,551
1026	Conservation Trust Fund	52,966	38,290	0	0	91,256
1031	Transp Impact Fee Area 1	0	127,305	0	0	127,305
1032	Transp Impact Fee Area 2	0	918,680	0	0	918,680
1033	Transp Impact Fee Area 3	0	172,503	0	0	172,503
1034	Transp Impact Fee Area 4	0	689,427	0	0	689,427
1046	Fire Impact Fees	0	148,766	0	0	148,766
1050	Parks Fund	465,394	592,530	0	0	1,057,924
1054	911 Fee	896,729	66,556	0	0	963,285
1059	Pollutant Storage Tank	5,000	0	0	0	5,000
1060	Energy Efficiency Renewable Energy & Conservation Fund	1	0	0	0	1
1061	A/W(Tax) Lk Jessamine	10,333	0	0	0	10,333
1062	A/W(Tax) Lk Holden	27,908	0	0	0	27,908
1078	A/W(Tax) Lk Pickett	976	0	0	0	976
1079	A/W(Tax) Big Sand Lake	37,841	0	0	0	37,841
1095	Water & Nav-Lk Conway	191,581	26,173	0	0	217,754
1096	Water & Nav-Lk Windermere	118,683	139,259	0	0	257,942
1142	Retention Ponds-Grp 232	-2,009	956,084	0	0	954,075
1232	Local Housing Asst (SHIP)	192	0	0	0	192
1242	Crime Prevention-Ord98-01	16,849	0	0	0	16,849
1246	International Drive CRA	0	4,353,997	0	0	4,353,997
1247	Court Technology	71,503	8,966	0	0	80,469
1248	Court Facilities	237,505	122,988	0	0	360,493
1250	Boating Improvement Program	0	22,679	0	0	22,679
1251	Local Court Programs	990	0	0	0	990
1254	Juvenile Court Programs	15,619	0	0	0	15,619
1265	Parks & Recreation Impact Fees	26,366	4,540,721	0	0	4,567,087
1660	Inmate Commissary Fund	125,866	0	0	0	125,866
3366	Sales Tax 15 Equip Acquisition	0	2,543,610	0	0	2,543,610
4410	Solid Waste System	852,750	1,842,517	0	507,848	3,203,115
4420	Water Utilities System	6,901,043	20,341,405	0	42,773	27,285,221



**Encumbrance Rollovers**  
FY 2015-16

<b>Fund</b>	<b>Fund Name</b>	<b>Operating Rollover</b>	<b>Capital Rollover</b>	<b>Grants Rollover</b>	<b>Other Rollover</b>	<b>Carry Forward</b>
4430	Convention Center	1,727,012	5,624,840	721,773	0	8,073,625
5510	Risk Management Program	4,096,084	0	0	0	4,096,084
5530	Fleet Management Dept	278,545	2,001	0	0	280,546
5540	Employees Benefits	314,494	0	0	0	314,494
	<b>Total Rollover</b>	<b>36,527,861</b>	<b>66,191,167</b>	<b>1,124,430</b>	<b>559,346</b>	<b>104,402,804</b>



Interoffice Memorandum

January 15, 2016

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

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

SUBJECT: Public Hearing Agenda Item for January 26, 2016  
Budget Amendment #16-19  
Recognition of Grant Rollovers

The attached schedule reflects recommended budgetary adjustments for FY 2014-15 grants carried over to FY 2015-16. This public hearing and the proposed adjustment were properly advertised as required by Florida Statutes.

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

**Sources:**

Intergovernmental Revenue	\$ 119,748,862
Grant Income	2,248,491
Non Revenue	(8,013,730)
TOTAL SOURCES	<u>\$ 113,983,623</u>

**Uses:**

Personal Services	\$ 10,851,742
Operating Expenses	20,102,476
Capital Outlay	73,285,760
Grants	5,686,989
Other	4,056,656
TOTAL USES	<u>\$ 113,983,623</u>

KP/nm/pm

Attachment

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

## Grants Rollovers

FY 2015-16

Fund	Fund Name	Personal Rollover	Operating Rollover	Capital Rollover	Grants Rollover	Other Rollover	Carry Forward
5843	Huggins St Pump Station SRF	0	0	257,594	0	0	257,594
5844	South & East Service Area SRF	0	0	2,254,211	0	370,862	2,625,073
5846	Hidden Springs Water FAC SRF	0	0	67,720	0	22,610	90,330
5847	South & East Svs Area Wtr Mn SRF	0	0	1,493,694	0	641,922	2,135,616
5848	Eastern Water Reclamation Phase V-SRG	0	0	51,704,589	0	0	51,704,589
7005	Head Start	618,855	125,770	5,545	0	0	750,170
7015	HIV Emer Relief	417,860	1,156,862	88,817	1,895,600	0	3,559,139
7025	Low Inc Home Enrg Asst	316,865	1,097,687	2,000	0	0	1,416,552
7034	WAP-LIHEAP	89,210	442,163	2,200	0	0	533,573
7055	Comm Svc Blk Grt	18,641	5,738	5,133	0	0	29,512
7125	Em Shltr & Res Grp Care	0	220,000	0	0	2,466,963	2,686,963
7132	Partnership for Success	0	300,528	1,000	0	0	301,528
7140	Central Region Substance Abuse	0	0	0	2,063,563	0	2,063,563
7159	SAMHSA Drug Free Communities	0	31,463	0	0	0	31,463
7166	SAMSHA-Drug Court	0	43,303	0	0	0	43,303
7167	SAMHSA Stop Underage Drinking	0	11,049	0	0	0	11,049
7168	SAMHSA Adult Drug Court Prog FY 13/16	0	101,905	0	0	0	101,905
7169	SAMHSA Children Serious Emotional	21,935	77,772	1	1,110,427	0	1,210,135
7190	Court Liaison	42,558	9,241	13	0	0	51,812
7252	St. Justice Institute-Guardians	0	17	0	0	0	17
7259	RES SUBST ABUSE TRT FY 14/15	0	25,800	0	0	0	25,800
7301	Ed Byrne-JAG	5,815	18,696	1,249	0	0	25,760
7302	Ed Byrne-JAG	0	45,183	19,072	0	0	64,255
7303	Ed Byrne-JAG	0	37,632	244,205	0	0	281,837
7317	Adult Drug Court Program	0	247,088	0	0	0	247,088
7345	Ed Bryne Grants	0	44,670	0	0	0	44,670
7405	USDA	0	203,471	0	0	0	203,471
7480	St Homeland Security Grt Prog	0	23,997	0	0	0	23,997
7493	ATFF Equipment	0	0	1,052,091	0	0	1,052,091
7499	Staff Adequate Fire & Emr Rspn	3,276,217	1,640	0	0	0	3,277,857
7506	LAP-Shingle Creek Trail	0	0	2,513,962	0	0	2,513,962
7507	LAP Pine Hill Multi Use Trail	0	201,017	0	0	0	201,017
7508	LAP Fort Christmas Road	0	0	34,952	0	0	34,952
7509	LAP Pine Hill Multi Use Trail	0	0	5,951,750	0	0	5,951,750
7514	OC ATMS PH3	0	0	2,880,761	0	0	2,880,761
7521	Adaptive Signal System	0	0	132,662	0	0	132,662
7522	LAP-Vineland	0	0	299,895	0	0	299,895
7523	LAP-Alafaya Trail	0	0	299,897	0	0	299,897
7561	Go Solar	0	130,000	102,500	0	0	232,500
7566	Solar Demonstration & Research	0	161,671	0	0	0	161,671
7575	EMERG MNGT PERFORMANCE	0	179,359	19,534	0	0	198,893
7608	Ambient Air FY 06/07	22,741	2,334	0	0	0	25,075
7617	Air Pollution Control EPA 105	0	7,508	0	0	0	7,508

# Grants Rollovers

FY 2015-16

Fund	Fund Name	Personal Rollover	Operating Rollover	Capital Rollover	Grants Rollover	Other Rollover	Carry Forward
7621	EPA 103 Near Rd Site Monitoring	0	1,416	130,262	0	0	131,678
7631	Green Lodging Initiative	6,518	0	0	0	0	6,518
7632	Lake Down Sub Basin	0	0	301,814	0	0	301,814
7641	Wildlife Cooperative Extension	0	711	0	0	0	711
7700	Home Invest Prtnrship Agrmt	214,846	4,775,242	0	3,459	0	4,993,547
7701	Hope Escrow	0	94,521	0	32,509	0	127,030
7702	Community Dev Block Grant	318,639	2,974,547	835,312	47,813	554,299	4,730,610
7703	NSP-3	488,949	463,271	2,973	0	0	955,193
7704	Rental Reh Prog (Rrp)	0	3,350	0	0	0	3,350
7705	Neighborhood Stabilization Prg Escrow	46,507	1,175,860	0	0	0	1,222,367
7706	Emergency Shelter Grt	0	0	0	3,272	0	3,272
7708	Neighborhood Stabilization Program	498,039	939,112	2,029	17,850	0	1,457,030
7709	Neighborhood Stabilization Program	120,926	821,804	0	100,000	0	1,042,730
7804	Family Preservation & Stabilization	497,716	44,612	60	0	0	542,388
7868	Section 8 Voucher	0	5,704	0	0	0	5,704
7889	Shelter Plus Care I	42,318	385,497	0	0	0	427,815
8005	CINS / FINS	831,111	164,992	4,000	0	0	1,000,103
8024	The Oaks Treatement Prgm	134,994	254,528	4,200	0	0	393,722
8025	The Oaks Treatment Prgm	186,349	145,195	5,050	0	0	336,594
8113	Petroleum Clean Up FY 10/16	1,041,956	925,709	191,209	0	0	2,158,874
8133	EPD Ust Compliance FY 07-17	457,514	576,233	155,149	0	0	1,188,896
8140	Boggy Creek Basin Baffle Boxes	0	0	141,679	0	0	141,679
8148	Little Wekiva Water Qlty Imp	0	144,940	41,491	0	0	186,431
8149	Little Wekiva Water Qlty Ph2	0	102,410	0	0	0	102,410
8153	Little Egypt Project	0	0	324,442	0	0	324,442
8181	Title V Air Pollution FY 15	13,757	654	0	0	0	14,411
8187	SJRWMD-WEKIVA SPRING	0	0	700,000	0	0	700,000
8190	Christmas Regional Park	0	0	249,675	0	0	249,675
8199	I-Drive Forcemain SRF	0	0	444,781	0	0	444,781
8225	Criminal Justice Mental Health	0	0	0	412,496	0	412,496
8299	Voluntary Pre-Kindergarten	947,618	134,712	0	0	0	1,082,330
8316	EMPA-Base	53,460	39,014	6,776	0	0	99,250
8352	Hazmat	0	16,159	0	0	0	16,159
8353	Hazardous Materials FY 03	0	24,811	0	0	0	24,811
8362	Hazardous Materials FY 11/12	0	241	0	0	0	241
8363	Hazardous Materials	0	73	0	0	0	73
8364	Hazardous Materials FY 13/14	0	1,314	0	0	0	1,314
8504	Emergency Med Svc FY 14/15	0	2,100	61,615	0	0	63,715
8580	Hurricane Housing Recovery	119,828	930,179	0	0	0	1,050,007
8703	Mosquito Control	0	0	25	0	0	25
8757	Wyndham EDTPF-Sea Harbor	0	1	248,171	0	0	248,172
	<b>Total Rollover</b>	<b>10,851,742</b>	<b>20,102,476</b>	<b>73,285,760</b>	<b>5,686,989</b>	<b>4,056,656</b>	<b>113,983,623</b>



Interoffice Memorandum

January 15, 2016

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

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

SUBJECT: Public Hearing Agenda Item for January 26, 2016  
CIP Amendment #16-20  
Recognition of Capital Improvement Adjustments

*K.N.P.*

The attached schedule reflects recommended budgetary adjustments for capital improvements in FY 2015-16 and the updated 5-Year Capital Improvements Program report. The proposed adjustments amend CIP projects for the difference between actual and estimated rebudgets, changes to project schedule, and revisions to fund balance. This public hearing and the proposed adjustments have been properly advertised as required by Florida Statutes.

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

**Uses:**

CIP Projects	\$ 30,565,423
Provision for Rebudgets	(27,853,343)
Reserves	(2,712,080)
TOTAL USES	<u>\$ 0</u>

KP/nm

Attachment

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

# CIP JANUARY AMENDMENT SCHEDULE BY FUND FY 2015-2016

Fund / Agency / Org				/ Object / Appr		FY 16 Budget	Changes	FY 16 Revised
Transportation Trust								
1002	072	0475	Reserves	9550	PFB	10,395,782	-987,592	9,408,190
1002	072	2722	Intersection WID/CW	6311	PKU	1	298,036	298,037
1002	072	2851	ADA Compliance Retrofit	6311	PAQ	2,117,454	874,218	2,991,672
1002	072	5137	Pine Hills Pedestrian Safety Project	6311	KEJ	300,000	-184,662	115,338
TOTAL FOR 1002 Transportation Trust						12,813,237	0	12,813,237
Constitutional Gas Tax								
1003	072	0475	Reserves	9550	PAX	13,437,809	-842,268	12,595,541
1003	072	2841	Sidewalk Program C-W	6311	LBU	2,734,010	71,526	2,805,536
1003	072	2852	Major Drng Structures-Replac	6311	KFT	2,648,228	-250,000	2,398,228
1003	072	5000	Street Lights-County Rds	6311	PBE	1,000	882	1,882
1003	072	5056	FDOT St Lighting & Lndscp	6311	PDD	400,000	610,000	1,010,000
1003	072	5135	North of Alberts Sect C-1 Road	6311	KEC	999,231	409,860	1,409,091
TOTAL FOR 1003 Constitutional Gas Tax						20,220,278	0	20,220,278
Local Option Gas Tax								
1004	072	0475	Reserves	9550	PBF	1,744,303	-280,000	1,464,303
1004	072	2720	Signal Installation CW	6320	PCF	2,403,230	280,000	2,683,230
TOTAL FOR 1004 Local Option Gas Tax						4,147,533	0	4,147,533
OC Fire Prot & EMS/MSTU								
1009	034	0476	Provision for Rebudget	9550	R5D	239,000	-178,333	60,667
1009	034	0771	Enhance CAD	6438	FXO	26,785	61,052	87,837
1009	034	0772	Facilities Management	6210	FTS	3,388,599	103,899	3,492,498
1009	034	0798	Fire Station #32 (Orange Lake)	3620	FAS	66,000	13,382	79,382
TOTAL FOR 1009 OC Fire Prot & EMS/MSTU						3,720,384	0	3,720,384
Law Enforce/Confis Prop								
1014	006	0129	Misc Op Supplies	4115	SLA	1,977,000	-200,000	1,777,000
1014	006	0143	Sheriff EOC Expansion	6210	SLC	0	200,000	200,000
TOTAL FOR 1014 Law Enforce/Confis Prop						1,977,000	0	1,977,000
Law Enforce Educ-Corrections								
1015	081	3820	Misc Op Supplies	4115	SLE	187,464	-3,170	184,294
1015	081	4024	OCCD Impr. To Facilities	3810	JAL	370	3,170	3,540
TOTAL FOR 1015 Law Enforce Educ-Corrections						187,834	0	187,834
Misc Construction Projects								
1023	043	0263	Improvements to Facilities	6210	KTA	2,726,802	915,660	3,642,462

<i>Fund / Agency / Org</i>						<i>/ Object / Appr</i>	<i>FY 16 Budget</i>	<i>Changes</i>	<i>FY 16 Revised</i>
1023	023	0398	Holden Heights Community Cntr	6210	OBS		37,006	-3,201	33,805
1023	023	0476	Provision for Rebudget	9550	R5F		30,949,049	-21,305,619	9,643,430
1023	031	0584	Network Infrastructure	3192	INU		850,861	122,113	972,974
1023	034	0697	INVEST - Fire Station #67 (Dean/Univ)	6110	FDE		2,250,000	200,000	2,450,000
1023	034	0772	Facilities Management	6210	FTB		122,539	-449	122,090
1023	034	0795	INVEST - Fire Station #87 (Avalon)	6110	FDD		1,500,000	-200,000	1,300,000
1023	043	1755	Courthouse HVAC & Building Imp	6210	KUO		2,425,000	20,000	2,445,000
1023	068	1978	Environmental Sensitive Land	6310	CTT		326,472	-2,073	324,399
1023	031	2028	Telecommunications System Up	3192	INV		822,337	174,414	996,751
1023	043	2049	HVAC & IAQ Related Repl/Rest	6210	AGS		4,513,129	523,198	5,036,327
1023	043	2050	Energy Conservation Retrofit	6210	AGP		325,000	760	325,760
1023	043	2052	County Facs Roof Assess/Rep	6210	AGR		585,405	34	585,439
1023	062	2393	Spay/Neuter Clinics	6210	KWR		550,000	550,000	1,100,000
1023	068	2439	Water Quality Improvements	3197	WQI		2,315,257	1,115,585	3,430,842
1023	023	2662	Legacy - Commuter Rail	3197	KKV		0	6,250,583	6,250,583
1023	072	2841	Sidewalk Program C-W	6311	KFH		7,042	31,237	38,279
1023	072	2888	EPD Project Improvements	3110	PEE		0	200,000	200,000
1023	072	3075	INVEST - Boggy Creek Bridge Replace.	6110	ENG		1,000,000	-125,000	875,000
1023	068	3222	Code Building Renovations	6210	PLF		400,000	34,897	434,897
1023	081	4009	Inmate Management System (IMS)	6440	IMS		521,666	465,212	986,878
1023	081	4020	Kitchen & Laundry Imp	6210	JCD		1,179,704	-52,858	1,126,846
1023	081	4022	Perimeter Security Project	6210	JAV		2,908,192	1,522,725	4,430,917
1023	081	4025	OCCD Case Management System	6440	JAK		0	550,000	550,000
1023	023	4431	Sheriff's K-9 Facility	6210	KUT		1,138,702	250,000	1,388,702
1023	072	5004	INVEST - Chuluota Rd	6311	ENR		0	507,200	507,200
1023	072	5005	INVEST - McCulloch Rd	6311	ENS		0	275,280	275,280
1023	072	5006	CR 545 Village H ROW	6110	ENT		0	1,220,000	1,220,000
1023	072	5024	INVEST - Econ Trl (Lk Underhill-SR50)	6110	ENL		718,000	-125,000	593,000
1023	072	5085	INVEST - Boggy Creek Rd	6311	ENH		1,382,000	675,000	2,057,000
1023	072	5108	Legacy - CR 535(Fiquette-429)	6110	KCE		155,239	79,082	234,321
1023	072	5111	Legacy - Wetherbee Rd(TPK-Orng)	6311	KAJ		241,863	158,557	400,420
1023	072	5112	Legacy - Clarcona Ocoee	6110	KDC		5,814	5,288,731	5,294,545
1023	072	5116	Legacy - Rouse Rd(Lk Und-50)	6311	KIC		85,530	50,000	135,530
1023	072	5121	Legacy - Texas Ave	6110	LLA		85,031	2,000,000	2,085,031
1023	072	5139	INVEST - Reams (Summerlk-Taborfld)	3110	ENA		800,000	-40,000	760,000
1023	072	5140	INVEST - Fiquette (Summerlk-Overst)	3110	ENB		480,000	-480,000	0
1023	072	5141	INVEST - E OC Transport Needs	3110	ENC		5,463,000	-852,480	4,610,520
1023	068	9958	E. Orange Drop-In Center	6210	KTE		20,000	6,412	26,412
<b>TOTAL FOR 1023 Misc Construction Projects</b>							66,890,640	0	66,890,640
<b>OBT Comm Redev Area Trust Fund</b>									
1025	023	0398	Holden Heights Community Cntr	6210	OBQ		111,551	102,951	214,502

<i>Fund / Agency / Org</i>					<i>/ Object / Appr</i>	<i>FY 16 Budget</i>	<i>Changes</i>	<i>FY 16 Revised</i>
1025	023	0435	Payments to Other Govt Agen	3167	OBV	254,981	-102,951	152,030
<i>TOTAL FOR 1025 OBT Comm Redev Area Trust Fund</i>						366,532	0	366,532
<b>Transp Impact Fee Area 2</b>								
1032	072	0475	Reserves	9550	TBA	2,436,400	2,749,998	5,186,398
1032	072	2752	Richard Crotty Pkwy (436-Dean)	6110	PCV	4,106,084	-2,200,000	1,906,084
1032	072	5000	Street Lights-County Rds	4440	TBK	900,000	2	900,002
1032	072	5024	Econ Trail (Lk Underhill-SR50)	6311	KBI	965,510	-550,000	415,510
<i>TOTAL FOR 1032 Transp Impact Fee Area 2</i>						8,407,994	0	8,407,994
<b>Transp Impact Fee Area 3</b>								
1033	072	0475	Reserves	9550	TCA	18,772,901	-546,541	18,226,360
1033	072	3028	Moss Park Rd Impv	6110	PCW	0	76,500	76,500
1033	072	5000	Street Lights-County Rds	4440	TCE	0	2	2
1033	072	5064	Innovation Way S(417-528)	6110	PCW	31,614	15,761	47,375
1033	072	5091	Wildwood Ave(I4 Bridge)	6311	PKD	346,642	454,278	800,920
<i>TOTAL FOR 1033 Transp Impact Fee Area 3</i>						19,151,157	0	19,151,157
<b>Transp Impact Fee Area 4</b>								
1034	072	0475	Reserves	9550	TDA	30,855,485	2,658,774	33,514,259
1034	072	3045	Holden Ave(JYP-Orng Av)	6311	KEK	6,306,279	-3,000,000	3,306,279
1034	072	5000	Street Lights-County Rds	4440	PJV	500,000	110,377	610,377
1034	072	5091	Wildwood Ave(I4 Bridge)	6311	KGE	156,668	230,849	387,517
<i>TOTAL FOR 1034 Transp Impact Fee Area 4</i>						37,818,432	0	37,818,432
<b>Law Enforce Impact Fees</b>								
1035	023	0133	Mounted Patrol Facility	6310	MZB	0	100,000	100,000
1035	023	0143	Sheriff's Office Command & Monitor. Ctr	6210	SLF	0	850,000	850,000
1035	023	0460	Law Enforcement Impact Fees	6210	MZS	6,602,602	-1,200,000	5,402,602
1035	023	4431	Sheriff's K-9 Facility	6210	MZD	1,096,298	250,000	1,346,298
<i>TOTAL FOR 1035 Law Enforce Impact Fees</i>						7,698,900	0	7,698,900
<b>Fire Impact Fees</b>								
1046	034	0475	Reserves	9550	FUD	1,606,391	-387,898	1,218,493
1046	034	0476	Provision for Rebudget	9550	R5L	2,802,948	-2,802,948	0
1046	034	0714	Station Alerting	6440	FFF	400,000	1,400,000	1,800,000
1046	034	0727	Training Facility	6210	FBR	0	1,800,000	1,800,000
1046	034	0774	Fire Station #28	6210	FEK	197,518	-9,154	188,364
<i>TOTAL FOR 1046 Fire Impact Fees</i>						5,006,857	0	5,006,857
<b>Parks Fund</b>								
1050	068	0476	Provision for Rebudget	9550	R5M	1,399,356	-200,290	1,199,066
1050	068	2138	Little River Park	6310	KUU	0	200,000	200,000
1050	068	2148	Barber Soccer Fields	6310	KKZ	2,630,511	290	2,630,801
<i>TOTAL FOR 1050 Parks Fund</i>						4,029,867	0	4,029,867



Fund / Agency / Org				/ Object / Appr		FY 16 Budget	Changes	FY 16 Revised
International Drive CRA								
1246	023	0475	Reserves	9550	IDD	12,639,606	-6,498,847	6,140,759
1246	072	5001	John Young Pkwy/6 Lane	6311	ZCH	476,805	12,000,000	12,476,805
1246	072	5070	I-Drive Transit Lanes	6311	PIB	1,147,157	498,847	1,646,004
1246	072	5071	I-Drive Pedestrian Bridge	6311	PID	8,753,277	-1,000,000	7,753,277
1246	072	5089	Destination Parkway	6311	PIA	5,400,000	-5,000,000	400,000
TOTAL FOR 1246 International Drive CRA						28,416,845	0	28,416,845
Court Facilities								
1248	043	0475	Reserves	9510	CDN	420,894	-200,000	220,894
1248	043	2068	Courthouse AHU Replacement	6210	NCO	874,756	200,000	1,216,986
TOTAL FOR 1248 Court Facilities						1,295,650	0	1,437,880
Parks & Recreation Impact Fees								
1265	068	0476	Provision for Rebudget	9550	R5P	7,405,816	-3,366,153	4,889,663
1265	068	1885	Deputy Brandon Coates Comm Park-Cap	6310	KLM	2,152,851	-10,002	2,142,849
1265	068	1962	Community Parkland	6110	KFC	52,293	1,026,155	1,078,448
1265	068	2119	Shingle Creek Trail	6310	ANT	100,000	150,000	250,000
1265	068	2129	Legacy - Pine Hills Trail	6310	KMS	100,000	700,000	800,000
1265	068	2135	LEG Soccer Complex Road	6311	IHE	0	1,500,000	1,500,000
TOTAL FOR 1265 Parks & Recreation Impact Fees						9,810,960	0	10,660,960
Silver Star Road								
1300	072	0475	Reserves	9510	KDE	204,736	-184,662	20,074
1300	072	5137	Pine Hills Pedestrian Safety Project	3197	KGY	0	184,662	184,662
TOTAL FOR 1300 Silver Star Road						204,736	0	204,736
Reams Road								
1304	072	0475	Reserves	9510	KDL	150,176	-150,592	-416
1304	072	5068	Reams Road (Fiquette-CR535)	6110	PKS	1,095	150,592	151,687
TOTAL FOR 1304 Reams Road						151,271	0	151,271
Dean Road								
1306	072	0475	Reserves	9510	KDP	268	-127	141
1306	072	3071	Dean Rd (University-County Line)	6311	PLC	11,455	127	11,582
TOTAL FOR 1306 Dean Road						11,723	0	11,723
Ficquette Road								
1307	072	0475	Reserves	9510	KDS	5,582	-1,231	4,351
1307	072	5067	Ficquette Rd (Porter-535)	6311	PKP	59	1,231	1,290
TOTAL FOR 1307 Ficquette Road						5,641	0	5,641
Defseg SR50-Univ Dean - Alafaya								
1308	072	0475	Reserves	9510	KDT	32	-31	1
1308	072	2722	Intersection WID/CW	6311	KDB	2,696	31	2,727
TOTAL FOR 1308 Defseg SR50-Univ Dean - Alafaya						2,728	0	2,728

Fund / Agency / Org				/ Object / Appr		FY 16 Budget	Changes	FY 16 Revised
University Blvd								
1309	072	0475	Reserves	9510	KDU	1,940	-2,368	-428
1309	072	5134	UCF Area Pedestrian Safety Imp	6311	KEA	356,625	2,368	358,993
TOTAL FOR 1309 University Blvd						358,565	0	358,565
Hall Road								
1311	072	0475	Reserves	9510	KFW	84,384	-84,635	-251
1311	072	2722	Intersection WID/CW	6311	KHB	0	84,635	84,635
TOTAL FOR 1311 Hall Road						84,384	0	84,384
Lake Underhill Road								
1312	072	0475	Reserves	9510	KDZ	10,503	-5,093	5,410
1312	072	2722	Intersection WID/CW	6311	PLJ	479,192	5,093	484,285
TOTAL FOR 1312 Lake Underhill Road						489,695	0	489,695
Winter Garden-Vineland Rd								
1315	072	0475	Reserves	9510	KFI	503	-875	-372
1315	072	5066	CR 535(Chase-429)	6311	PKM	0	875	875
TOTAL FOR 1315 Winter Garden-Vineland Rd						503	0	503
Aloma Ave								
1318	072	0475	Reserves	9510	KFN	8,182	-8,281	-99
1318	072	2851	ADA Compliance Retrofit	6311	KGZ	0	8,281	8,281
TOTAL FOR 1318 Aloma Ave						8,182	0	8,182
Wetherbee Rd								
1319	072	0475	Reserves	9510	KFO	145	-107	38
1319	072	5111	Legacy - Wetherbee Rd(TPK-Orng)	6311	KGJ	9,166	107	9,273
TOTAL FOR 1319 Wetherbee Rd						9,311	0	9,311
Boggy Creek Road								
1321	072	0475	Reserves	9510	KFP	1,198,504	-1,158,851	39,653
1321	072	3075	Boggy Creek Bridge Replacement	6311	KGC	0	353,266	353,266
1321	072	5085	Boggy Creek Rd	6311	KGV	103,366	805,585	908,951
TOTAL FOR 1321 Boggy Creek Road						1,301,870	0	1,301,870
Sand Lake Road								
1326	072	0475	Reserves	9510	KGW	805	-1,968	-1,163
1326	072	2883	Sand Lake Road	3110	KDD	331,793	1,968	333,761
TOTAL FOR 1326 Sand Lake Road						332,598	0	332,598
Turkey Lake Road Prop Share Agmt								
1327	072	0475	Reserves	9510	KGX	41,778	-41,911	-133
1327	072	2722	Intersection WID/CW	6311	KHA	0	41,911	41,911
TOTAL FOR 1327 Turkey Lake Road Prop Share Agmt						41,778	0	41,778
Lakeside Village Adequate Public Facility								

<i>Fund / Agency / Org</i>			<i>/ Object / Appr</i>		<i>FY 16 Budget</i>	<i>Changes</i>	<i>FY 16 Revised</i>
1450	068	0475	Reserves	9510 BBL	1,154,750	-400,000	754,750
1450	068	2137	Lakeside Park	6310 KPY	100,000	400,000	500,000
<i>TOTAL FOR 1450 Lakeside Village Adequate Public Facility</i>					1,254,750	0	1,254,750
<b>Solid Waste System</b>							
4410	038	0475	Reserves	9550 RAG	39,279,558	1,466,841	40,746,399
4410	038	1061	Porter Modifications	6310 RBF	1,329,817	-672,814	657,003
4410	038	1065	McLeod Rd TS Improvements	6310 RAT	737,020	466,703	1,203,723
4410	038	1069	Ldfill-Admin Bldg	6210 RAM	973,926	-732,890	241,036
4410	038	1081	Cell AK Long-Term Care	9256 RBR	120,000	30,411	150,411
4410	038	1083	NW Transfer Station	6310 RBL	617,614	-537,174	80,440
4410	038	1086	Cell 7B/8 Closure & LT Care	9256 RBN	2,478,059	-2,032,163	445,896
4410	038	1099	Closure & LT Care Class III #1	9256 RAI	207,946	-27,453	180,493
4410	038	1103	Landfill Cell 10	6310 RVS	43,307	181,693	225,000
4410	038	1106	Class 3 Waste Disposal Cell 2	6310 RBV	923,821	-624,638	299,183
4410	038	1107	Landfill Cell 11	6310 RBO	2,157,143	-1,577,943	579,200
4410	038	1109	Closure & LT Care Landfill Cells 9-12	9255 RAQ	7,196,202	4,059,427	11,255,629
<i>TOTAL FOR 4410 Solid Waste System</i>					56,064,413	0	56,064,413
<b>Water Utilities System</b>							
4420	038	0475	Reserves	9550 WIL	18,261,995	24,140,133	42,402,128
4420	038	1409	Customer Info & Billing System	6440 WIJ	5,029,405	-652,747	4,376,658
4420	038	1410	Presidents Drive Ops Center	6310 WIC	2,675,464	-316,524	2,358,940
4420	038	1411	South Svc Area Effluent Reuse	6340 WLE	3,594,749	-2,213,503	1,381,246
4420	038	1416	Pump Station Monitors CW	6310 WHD	2,138,757	-93,026	2,045,731
4420	038	1427	Collect Rehab CW	6340 WHM	3,609,158	-628,220	2,980,938
4420	038	1428	Pumping Rehab/Replace	6340 WHN	155,697	4,917	160,614
4420	038	1432	Transp Reloc WW CW	6345 WHQ	334,371	1,688,378	2,022,749
4420	038	1435	NW Subreg PH III	6310 WHE	3,742,159	-1,070,809	2,671,350
4420	038	1445	SW Orange Effluent Disposal	6310 WHL	1,002,942	15,619	1,018,561
4420	038	1448	Wtr Dist Mods CW	6340 WJG	2,341,053	-1,068,942	1,272,111
4420	038	1450	Eastern Water Trans Imp	6340 WJM	6,796,142	-1,440,909	5,355,233
4420	038	1453	Transp Reloc Wtr CW	6345 WJL	158,294	2,487,991	2,646,285
4420	038	1463	Western Water Trans Imp	6340 WJQ	0	115,000	115,000
4420	038	1469	Iron Bridge Interlocal Agreement	6310 WHF	170,959	-2,616	168,343
4420	038	1474	New Meter Installation	6350 WJU	2,202,606	-8,800	2,193,806
4420	038	1482	Transportation Related Water	6345 WJL	5,289,783	-449,716	4,840,067
4420	038	1483	Eastern Wastewater Reuse	6310 WHY	6,407,180	-1,253,656	5,153,524
4420	038	1496	Northwest Svc Area Reuse	6310 WKI	142,696	147,304	290,000
4420	038	1498	Southern Reg Wellfield & Wtr PI	6310 WHP	5,824,971	-2,700,000	3,124,971
4420	038	1499	MIS Network/Work Order Sys	6438 WKL	1,672,842	597,230	2,270,072
4420	038	1500	Collections Rehab	6340 WHN	10,549,769	-3,396,377	7,153,392
4420	038	1502	Pumping Rehab II	6310 WHN	2,187,619	-1,054,079	1,133,540

<i>Fund / Agency / Org</i>				<i>/ Object / Appr</i>		<i>FY 16 Budget</i>	<i>Changes</i>	<i>FY 16 Revised</i>
4420	038	1503	Pumping Rehab II	6340	WHN	7,133,646	-796,760	6,336,886
4420	038	1504	Trans Related Wastewater	6345	WHQ	2,539,807	1,902,132	4,441,939
4420	038	1505	Septic Tank Retrofit	6340	WKM	554,689	-494,791	59,898
4420	038	1506	Horizons West Transmission Sys	6340	WAG	1,444,529	-440,469	1,004,060
4420	038	1507	Horizons West Wastewater Sys	6310	WAF	3,291,610	-329,603	2,962,007
4420	038	1508	South Water Transmission Imp	6340	WAK	3,753,054	-236,226	3,516,828
4420	038	1509	Southern Wastewater Collect	6340	WAJ	607,467	-131,711	475,756
4420	038	1510	Eastern Wastewater Collect	6340	WAH	5,567,435	-2,771,191	2,796,244
4420	038	1511	Northwest Wastewater Collect	6345	WBK	1,098,181	-567,518	530,663
4420	038	1532	W Reg Water Treat Fac Ph III	6310	WRA	2,318,461	277,176	2,595,637
4420	038	1533	Water Renewal & Replacements	6310	WRB	1,929,941	-920,505	1,009,436
4420	038	1535	GIS Migration	3197	WRD	1,403,933	-429,004	974,929
4420	038	1536	Capital Reuse Meter Install	6350	WRE	939,653	-334,399	605,254
4420	038	1538	Easter Wtr Reclamation Exp	6310	WSI	5,844,863	-1,545,277	4,299,586
4420	038	1539	Force Main Rehab	6340	WHT	808,743	1,270,612	2,079,355
4420	038	1540	Park Manor Water Systems Imp	6340	WRF	3,051	1,949	5,000
4420	038	1541	Park Manor Wastewater Sys	6340	WHU	3,051	1,949	5,000
4420	038	1542	Southwest Svc Area Reuse	6340	WHV	1,344,922	-15,387	1,329,535
4420	038	1544	Water SCADA & Security Imp	6310	WRG	87,849	-9	87,840
4420	038	1550	Alternate Regional Water Supply	6310	WAN	214,590	-32,037	182,553
4420	038	1551	Developer Built Projects	6550	WBG	50,000	50,000	100,000
4420	038	1552	Developer Built Projects	6550	WJJ	130,000	140,000	270,000
4420	038	1553	Water Distribution Mods 2	6340	WJG	5,328,500	-3,230,640	2,097,860
4420	038	1554	Eastern Regional Wsf Phase 3	6310	WJE	6,379,364	-2,049,120	4,330,244
4420	038	1555	South WRF Ph V	6310	WGG	24,091,196	-3,203,042	20,888,154
4420	038	1556	Utilities Security Imp	6210	WEG	319,174	206,237	525,411
4420	038	1557	Southwest Water Supply Facility	6310	WJD	2,073,240	151,352	2,224,592
4420	038	1558	Eastern Operations Building	6210	WJA	1,695,885	-780,315	915,570
4420	038	1559	Pumping Rehab IV	6310	WKA	2,022,898	1,090,209	3,113,107
4420	038	1572	Pump Station Improvements	6310	WAS	1,711,111	369,740	2,080,851
<b>TOTAL FOR 4420 Water Utilities System</b>						<b>168,979,454</b>	<b>0</b>	<b>168,979,454</b>
<b>Convention Center</b>								
4430	035	0475	Reserves	9510	CCG	2,163,224	-21,888,916	-15,912,324
4430	035	0960	Convention Center Imp	6210	CCI	6,569,836	15,774,637	22,344,473
4430	035	0965	North/South Concourse Renovations	6210	CCI	7,668,301	12,168,998	19,837,299
4430	035	0966	West Concourse Renovations	6210	CCI	32,845,710	-6,054,719	26,790,991
<b>TOTAL FOR 4430 Convention Center</b>						<b>49,247,071</b>	<b>0</b>	<b>53,060,439</b>
<b>Fleet Management Dept</b>								
5530	043	0475	Reserves	9510	ABS	1,068,691	-55,032	1,013,659
5530	043	2046	Tanks Replacement	3810	ABV	89,500	85,596	175,096
5530	043	2051	Fleet Bldg Renovations	6210	FMM	1,801,234	-30,564	1,770,670

<i>Fund / Agency / Org</i>	<i>/ Object / Appr</i>	<i>FY 16 Budget</i>	<i>Changes</i>	<i>FY 16 Revised</i>
<i>TOTAL FOR 5530 Fleet Management Dept</i>		2,959,425	0	2,959,425
<i>REPORT TOTAL</i>		513,468,198	0	518,273,796

**PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET**

ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
<b>Administrative Services</b>										
Capital Projects										
1708										
	1023	Gun Range Maintenance	2,283,515	101,391	0	0	0	0	0	2,384,906
		<b>Org Subtotal</b>	<b>2,283,515</b>	<b>101,391</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,384,906</b>
1757										
	1023	RCC Electrical Improvements	0	1,500,000	500,000	0	0	0	0	2,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>1,500,000</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000,000</b>
		<b>DIVISION SUBTOTAL</b>	<b>2,283,515</b>	<b>1,601,391</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,384,906</b>
Facilities Management										
0263										
	1023	Improvements to Facilities	13,368,532	3,642,462	900,000	1,700,000	2,000,000	2,000,000	0	23,610,994
		<b>Org Subtotal</b>	<b>13,368,532</b>	<b>3,642,462</b>	<b>900,000</b>	<b>1,700,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>0</b>	<b>23,610,994</b>
1755										
	1023	Courthouse HVAC & Building Imp	0	2,445,000	2,250,000	2,000,000	2,000,000	0	1,465,000	10,160,000
		<b>Org Subtotal</b>	<b>0</b>	<b>2,445,000</b>	<b>2,250,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>0</b>	<b>1,465,000</b>	<b>10,160,000</b>
1756										
	1023	Corrections HVAC & Building Imp	0	961,000	2,250,000	2,000,000	2,000,000	0	949,000	8,160,000
		<b>Org Subtotal</b>	<b>0</b>	<b>961,000</b>	<b>2,250,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>0</b>	<b>949,000</b>	<b>8,160,000</b>
2049										
	1023	HVAC & IAQ Related Repl/Rest	16,864,122	5,036,327	1,834,000	2,140,000	2,000,000	2,000,000	0	29,874,449
		<b>Org Subtotal</b>	<b>16,864,122</b>	<b>5,036,327</b>	<b>1,834,000</b>	<b>2,140,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>0</b>	<b>29,874,449</b>
2050										
	1023	Energy Conservation Retrofit	952,962	325,760	360,000	300,000	300,000	300,000	0	2,538,722
		<b>Org Subtotal</b>	<b>952,962</b>	<b>325,760</b>	<b>360,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>0</b>	<b>2,538,722</b>
2052										
	1023	County Facs Roof Assess/Rep	5,139,021	585,439	104,000	250,000	250,000	250,000	0	6,578,460
		<b>Org Subtotal</b>	<b>5,139,021</b>	<b>585,439</b>	<b>104,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>0</b>	<b>6,578,460</b>
		<b>DIVISION SUBTOTAL</b>	<b>36,324,637</b>	<b>12,995,988</b>	<b>7,698,000</b>	<b>8,390,000</b>	<b>8,550,000</b>	<b>4,550,000</b>	<b>2,414,000</b>	<b>80,922,625</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
Fleet Management										
2046										
	5530	Tanks Replacement	153,974	175,096	10,000	10,000	10,000	10,000	0	369,070
		<i>Org Subtotal</i>	<u>153,974</u>	<u>175,096</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>0</u>	<u>369,070</u>
2051										
	5530	Fleet Bldg Renovations	631,634	1,770,670	637,801	539,000	39,000	39,000	841,000	4,498,105
		<i>Org Subtotal</i>	<u>631,634</u>	<u>1,770,670</u>	<u>637,801</u>	<u>539,000</u>	<u>39,000</u>	<u>39,000</u>	<u>841,000</u>	<u>4,498,105</u>
		DIVISION SUBTOTAL	785,608	1,945,766	647,801	549,000	49,000	49,000	841,000	4,867,175
		DEPARTMENT TOTAL	39,393,761	16,543,145	8,845,801	8,939,000	8,599,000	4,599,000	3,255,000	90,174,707

**PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET**

ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
<b><u>Community, Environmental &amp; Development Services</u></b>										
Code Enforcement										
3222										
	1023	Code Building Renovations	15,103	434,897	0	0	0	0	0	450,000
		<b>Org Subtotal</b>	<b>15,103</b>	<b>434,897</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>450,000</b>
		<b>DIVISION SUBTOTAL</b>	<b>15,103</b>	<b>434,897</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>450,000</b>
Environmental Protection										
1978										
	1023	Environmental Sensitive Land	766,322	324,399	235,000	110,000	50,000	20,000	0	1,505,721
	1026	Environmental Sensitive Land	1,338,874	840,650	0	0	0	0	0	2,179,524
	1263	Environmental Sensitive Land	17,732	30,274	0	0	0	0	0	48,006
	1274	Environmental Sensitive Land	0	15,052	0	0	0	0	0	15,052
		<b>Org Subtotal</b>	<b>2,122,929</b>	<b>1,210,375</b>	<b>235,000</b>	<b>110,000</b>	<b>50,000</b>	<b>20,000</b>	<b>0</b>	<b>3,748,304</b>
2439										
	1023	Water Quality Improvements	2,868,327	3,430,842	1,200,000	1,200,000	1,200,000	1,200,000	0	11,099,169
	8148	Water Quality Improvements	517,020	288,841	0	0	0	0	0	805,861
	8149	Water Quality Improvements	897,597	0	0	0	0	0	0	897,597
		<b>Org Subtotal</b>	<b>4,282,944</b>	<b>3,719,683</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>0</b>	<b>12,802,627</b>
2659										
	1026	TM Ranch Acquisition	706,730	125,606	0	0	0	0	0	832,336
		<b>Org Subtotal</b>	<b>706,730</b>	<b>125,606</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>832,336</b>
		<b>DIVISION SUBTOTAL</b>	<b>7,112,604</b>	<b>5,055,664</b>	<b>1,435,000</b>	<b>1,310,000</b>	<b>1,250,000</b>	<b>1,220,000</b>	<b>0</b>	<b>17,383,268</b>
Fiscal & Operational Support										
3193										
	1023	Lake June Development	85,241	6,700	0	0	0	0	0	91,941
		<b>Org Subtotal</b>	<b>85,241</b>	<b>6,700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>91,941</b>
		<b>DIVISION SUBTOTAL</b>	<b>85,241</b>	<b>6,700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>91,941</b>
Housing & Community Development										



*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
0398										
	7702	Holden Heights Community Cntr	1,950,000	1	0	0	0	0	0	1,950,001
		<b>Org Subtotal</b>	<b>1,950,000</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,950,001</b>
1754										
	1023	INVEST - Housing Initiatives	0	1,000,000	2,000,000	2,000,000	0	0	0	5,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>1,000,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000,000</b>
7901										
	7702	Marks St Senior Center	304,604	0	0	0	0	0	0	304,604
	7715	Marks St Senior Center	99,200	0	0	0	0	0	0	99,200
		<b>Org Subtotal</b>	<b>403,804</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>403,804</b>
7903										
	7717	EDI Maxwell Renov	948,651	0	0	0	0	0	0	948,651
		<b>Org Subtotal</b>	<b>948,651</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>948,651</b>
9057										
	7702	Coalition for Homeless-Mens Ctr	2,191,409	0	0	0	0	0	0	2,191,409
	7707	Coalition for Homeless-Mens Ctr	1,171,886	0	0	0	0	0	0	1,171,886
		<b>Org Subtotal</b>	<b>3,363,296</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,363,296</b>
9058										
	7702	Primrose Cntr - Renovation	359,910	0	0	0	0	0	0	359,910
		<b>Org Subtotal</b>	<b>359,910</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>359,910</b>
9093										
	7702	Holden Hght Ph IV-LK June	202,887	297,119	0	0	0	0	0	500,006
		<b>Org Subtotal</b>	<b>202,887</b>	<b>297,119</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500,006</b>
9157										
	7702	Coalition for Homless-Mens Ctr	2,906,892	101,603	0	0	0	0	0	3,008,495
		<b>Org Subtotal</b>	<b>2,906,892</b>	<b>101,603</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,008,495</b>
9298										
	7702	Holden Hght Ph IV	0	500,000	0	0	0	0	0	500,000
		<b>Org Subtotal</b>	<b>0</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500,000</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
9853										
	7702	East Winter Garden Drainage Imp	658,847	0	0	0	0	0	0	658,847
		<b>Org Subtotal</b>	<b>658,847</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>658,847</b>
9893										
	7702	Holden Hght Ph IV-LK June	122,969	21,543	0	0	0	0	0	144,512
		<b>Org Subtotal</b>	<b>122,969</b>	<b>21,543</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>144,512</b>
9897										
	7702	Pinecastle Sidewalks	134,082	0	0	0	0	0	0	134,082
		<b>Org Subtotal</b>	<b>134,082</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>134,082</b>
9958										
	1023	E. Orange Drop-In Center	432,045	26,412	0	0	0	0	0	458,457
	7702	E. Orange Drop-In Center	1,136,234	0	0	0	0	0	0	1,136,234
		<b>Org Subtotal</b>	<b>1,568,279</b>	<b>26,412</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,594,691</b>
9989										
	7702	Marks St Sr. Cntr Roof Replacement	329,987	0	0	0	0	0	0	329,987
		<b>Org Subtotal</b>	<b>329,987</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>329,987</b>
		<b>DIVISION SUBTOTAL</b>	<b>12,949,604</b>	<b>1,946,678</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,896,282</b>
Parks & Recreation										
1880										
	1050	Independence Neighborhood Park	608,163	91,837	0	0	0	0	0	700,000
		<b>Org Subtotal</b>	<b>608,163</b>	<b>91,837</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>700,000</b>
1885										
	1265	Deputy Brandon Coates Comm Park-C	2,157,151	2,142,849	0	0	0	0	0	4,300,000
		<b>Org Subtotal</b>	<b>2,157,151</b>	<b>2,142,849</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,300,000</b>
1886										
	1265	Young Pine Park	824,133	3,781,869	0	0	0	0	0	4,606,002
		<b>Org Subtotal</b>	<b>824,133</b>	<b>3,781,869</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,606,002</b>
1962										
	1265	Community Parkland	5,622,065	1,078,448	0	0	0	0	0	6,700,513
		<b>Org Subtotal</b>	<b>5,622,065</b>	<b>1,078,448</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,700,513</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1982										
	1050	Ft Chirstmas PO Renovation	0	50,000	0	0	0	0	0	50,000
		<b>Org Subtotal</b>	<b>0</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>
1997										
	1050	Neighborhood Park Dev	1,169,103	897	0	0	0	0	0	1,170,000
		<b>Org Subtotal</b>	<b>1,169,103</b>	<b>897</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,170,000</b>
2100										
	1050	Park Improvements	2,692,169	2,014,056	1,000,000	1,000,000	0	0	0	6,706,225
		<b>Org Subtotal</b>	<b>2,692,169</b>	<b>2,014,056</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,706,225</b>
2116										
	1050	Park Renovations	5,022,603	1,074,543	1,000,000	1,000,000	0	0	0	8,097,146
		<b>Org Subtotal</b>	<b>5,022,603</b>	<b>1,074,543</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,097,146</b>
2119										
	1265	Shingle Creek Trail	0	250,000	0	0	0	0	0	250,000
		<b>Org Subtotal</b>	<b>0</b>	<b>250,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250,000</b>
2129										
	1023	Legacy - Pine Hills Trail	573,709	409	0	0	0	0	0	574,118
	1265	Legacy - Pine Hills Trail	0	800,000	0	0	0	0	0	800,000
		<b>Org Subtotal</b>	<b>573,709</b>	<b>800,409</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,374,118</b>
2135										
	1265	LEG Soccer Complex Road	0	1,500,000	0	0	0	0	0	1,500,000
		<b>Org Subtotal</b>	<b>0</b>	<b>1,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500,000</b>
2136										
	1265	East Orange Trail Pedestrian Bridge	0	0	0	0	0	0	0	0
		<b>Org Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
2137										
	1450	Lakeside Park	0	500,000	0	0	0	0	0	500,000
		<b>Org Subtotal</b>	<b>0</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500,000</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
2138										
	1050	Little River Park	0	200,000	0	0	0	0	0	200,000
		<b>Org Subtotal</b>	<b>0</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200,000</b>
2143										
	1265	SJRWMD Property Soccer Fields	0	0	309,200	0	0	0	0	309,200
		<b>Org Subtotal</b>	<b>0</b>	<b>0</b>	<b>309,200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>309,200</b>
2144										
	1265	Parcel J Property Multipurpose Fields	0	771,790	2,178,210	0	0	0	0	2,950,000
		<b>Org Subtotal</b>	<b>0</b>	<b>771,790</b>	<b>2,178,210</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,950,000</b>
2145										
	1265	East Orange Soccer Fields	136,019	2,500,782	0	0	0	0	0	2,636,801
		<b>Org Subtotal</b>	<b>136,019</b>	<b>2,500,782</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,636,801</b>
2146										
	1050	Deputy Jonathan Scott Pine Comm Pa	0	2,745,703	0	0	0	0	0	2,745,703
	1265	Deputy Jonathan Scott Pine Comm Pa	35,162	51,067	1,963,771	0	0	0	0	2,050,000
		<b>Org Subtotal</b>	<b>35,162</b>	<b>2,796,770</b>	<b>1,963,771</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,795,703</b>
2147										
	1265	Barnett Park Soccer Fields	808,324	6,619	0	0	0	0	0	814,943
		<b>Org Subtotal</b>	<b>808,324</b>	<b>6,619</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>814,943</b>
2148										
	1050	Barber Soccer Fields	19,199	2,630,801	0	0	0	0	0	2,650,000
		<b>Org Subtotal</b>	<b>19,199</b>	<b>2,630,801</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,650,000</b>
2149										
	1023	INVEST - Dorman Stadium	0	5,000,000	0	0	0	0	0	5,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>5,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000,000</b>
2150										
	1023	INVEST - Countywide Parks Projects	0	1,500,000	8,500,000	7,500,000	0	0	0	17,500,000
		<b>Org Subtotal</b>	<b>0</b>	<b>1,500,000</b>	<b>8,500,000</b>	<b>7,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,500,000</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
7382										
	7506	Shingle Creek Trail	1,386,041	2,513,962	0	0	0	0	0	3,900,003
		<b>Org Subtotal</b>	<b>1,386,041</b>	<b>2,513,962</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,900,003</b>
7383										
	7507	LAP - Pine Hills Trail	624,837	201,017	0	0	0	0	0	825,854
	7509	LAP - Pine Hills Trail	0	5,951,750	0	0	0	0	0	5,951,750
		<b>Org Subtotal</b>	<b>624,837</b>	<b>6,152,767</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,777,604</b>
		DIVISION SUBTOTAL	21,678,678	37,358,399	14,951,181	9,500,000	0	0	0	83,488,258
		DEPARTMENT TOTAL	41,841,229	44,802,338	18,386,181	12,810,000	1,250,000	1,220,000	0	120,309,748

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
<b><u>Constitutional Officers</u></b>										
BCC Districts CIP Projects										
0331										
	1023	INVEST - District 1 Capital Projects	0	2,500,000	2,500,000	0	0	0	0	5,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000,000</b>
0332										
	1023	INVEST - District 2 Capital Projects	0	2,500,000	2,500,000	0	0	0	0	5,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000,000</b>
0333										
	1023	INVEST - District 3 Capital Projects	0	2,500,000	2,500,000	0	0	0	0	5,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000,000</b>
0334										
	1023	INVEST - District 4 Capital Projects	0	2,500,000	2,500,000	0	0	0	0	5,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000,000</b>
0335										
	1023	INVEST - District 5 Capital Projects	0	2,500,000	2,500,000	0	0	0	0	5,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000,000</b>
0336										
	1023	INVEST - District 6 Capital Projects	0	2,500,000	2,500,000	0	0	0	0	5,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000,000</b>
		<b>DIVISION SUBTOTAL</b>	<b>0</b>	<b>15,000,000</b>	<b>15,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,000,000</b>
Sheriff										
0133										
	1023	Mounted Patrol Facility	26,142	0	0	0	0	0	0	26,142
	1035	Mounted Patrol Facility	66,230	100,000	383,770	0	0	0	0	550,000
		<b>Org Subtotal</b>	<b>92,372</b>	<b>100,000</b>	<b>383,770</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>576,142</b>
0143										
	1014	Sheriff's Off. Command & Monitor. Ctr	0	200,000	0	0	0	0	0	200,000
	1035	Sheriff's Off. Command & Monitor. Ctr	0	850,000	0	0	0	0	0	850,000
		<b>Org Subtotal</b>	<b>0</b>	<b>1,050,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,050,000</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
4431										
	1023	Sheriff's K-9 Facility	0	1,388,702	0	0	0	0	0	1,388,702
	1035	Sheriff's K-9 Facility	0	1,346,298	0	0	0	0	0	1,346,298
		<b>Org Subtotal</b>	<b>0</b>	<b>2,735,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,735,000</b>
		DIVISION SUBTOTAL	92,372	3,885,000	383,770	0	0	0	0	4,361,142
		DEPARTMENT TOTAL	92,372	18,885,000	15,383,770	0	0	0	0	34,361,142

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
<b>Convention Center</b>										
Convention Center										
0934										
	4430	Convention Center Imp	26,567,302	768	0	0	0	0	0	26,568,070
		<b>Org Subtotal</b>	<b>26,567,302</b>	<b>768</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26,568,070</b>
0960										
	4430	Convention Center Imp	31,550,334	22,344,473	12,956,650	4,753,442	12,016,122	6,337,707	0	89,958,728
		<b>Org Subtotal</b>	<b>31,550,334</b>	<b>22,344,473</b>	<b>12,956,650</b>	<b>4,753,442</b>	<b>12,016,122</b>	<b>6,337,707</b>	<b>0</b>	<b>89,958,728</b>
0965										
	4430	North/South Concourse Renovations	3,981,000	19,837,299	4,106,375	4,090,376	5,887,583	16,211,580	0	54,114,213
		<b>Org Subtotal</b>	<b>3,981,000</b>	<b>19,837,299</b>	<b>4,106,375</b>	<b>4,090,376</b>	<b>5,887,583</b>	<b>16,211,580</b>	<b>0</b>	<b>54,114,213</b>
0966										
	4430	West Concourse Renovations	75,163,108	26,790,991	23,799,000	23,841,485	26,094,595	12,341,594	1,500,000	189,530,773
		<b>Org Subtotal</b>	<b>75,163,108</b>	<b>26,790,991</b>	<b>23,799,000</b>	<b>23,841,485</b>	<b>26,094,595</b>	<b>12,341,594</b>	<b>1,500,000</b>	<b>189,530,773</b>
		<b>DIVISION SUBTOTAL</b>	<b>137,261,744</b>	<b>68,973,531</b>	<b>40,862,025</b>	<b>32,685,303</b>	<b>43,998,300</b>	<b>34,890,881</b>	<b>1,500,000</b>	<b>360,171,784</b>
		<b>DEPARTMENT TOTAL</b>	<b>137,261,744</b>	<b>68,973,531</b>	<b>40,862,025</b>	<b>32,685,303</b>	<b>43,998,300</b>	<b>34,890,881</b>	<b>1,500,000</b>	<b>360,171,784</b>



**PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET**

<b>ORG</b>	<b>FUND</b>	<b>PROJECT NAME</b>	<b>PRIOR EXPENDITURES</b>	<b>PROPOSED BUDGET FY 15-16</b>	<b>PROPOSED BUDGET FY 16-17</b>	<b>PROPOSED BUDGET FY 17-18</b>	<b>PROPOSED BUDGET FY 18-19</b>	<b>PROPOSED BUDGET FY 19-20</b>	<b>PROPOSED BUDGET FUTURE</b>	<b>TOTAL PROJECT COST</b>
<b>Corrections</b>										
Corrections Expansion										
4009										
	1023	Inmate Management System (IMS)	5,039,122	986,878	0	0	0	0	0	6,026,000
		<b>Org Subtotal</b>	<b>5,039,122</b>	<b>986,878</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,026,000</b>
		<b>DIVISION SUBTOTAL</b>	<b>5,039,122</b>	<b>986,878</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,026,000</b>
Corrections Other										
4015										
	1023	Medical Management System	2,423,744	126,559	0	0	0	0	0	2,550,303
		<b>Org Subtotal</b>	<b>2,423,744</b>	<b>126,559</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,550,303</b>
4020										
	1023	Kitchen & Laundry Imp	10,673,155	1,126,846	0	0	0	0	0	11,800,001
		<b>Org Subtotal</b>	<b>10,673,155</b>	<b>1,126,846</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,800,001</b>
4022										
	1023	Perimeter Security Project	1,768,650	4,430,917	2,507,230	0	0	0	0	8,706,797
		<b>Org Subtotal</b>	<b>1,768,650</b>	<b>4,430,917</b>	<b>2,507,230</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,706,797</b>
4023										
	1023	OCCD Communications Room	388,948	0	0	0	0	0	0	388,948
		<b>Org Subtotal</b>	<b>388,948</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>388,948</b>
4024										
	1015	OCCD Impr. To Facilities	151,460	3,540	0	0	0	0	0	155,000
	1023	OCCD Impr. to Facilities	60,687	2,778,193	709,120	0	0	0	0	3,548,000
		<b>Org Subtotal</b>	<b>212,147</b>	<b>2,781,733</b>	<b>709,120</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,703,000</b>
4025										
	1023	OCCD Case Management System	0	550,000	0	0	0	0	0	550,000
		<b>Org Subtotal</b>	<b>0</b>	<b>550,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>550,000</b>
		<b>DIVISION SUBTOTAL</b>	<b>15,466,644</b>	<b>9,016,055</b>	<b>3,216,350</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27,699,049</b>
		<b>DEPARTMENT TOTAL</b>	<b>20,505,767</b>	<b>10,002,933</b>	<b>3,216,350</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33,725,050</b>

PROPOSED CIP - BY DEPARTMENT / DIVISION  
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ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
<b>Family Services</b>										
Citizen's Commission for Children										
2553										
	1023	Union Park NCF Relocation	0	135,000	0	0	0	0	0	135,000
		<b>Org Subtotal</b>	<b>0</b>	<b>135,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>135,000</b>
		DIVISION SUBTOTAL	0	135,000	0	0	0	0	0	135,000
Community Action										
0398										
	1023	Holden Heights Community Cntr	2,266,195	33,805	0	0	0	0	0	2,300,000
	1025	Holden Heights Community Cntr	485,498	214,502	0	0	0	0	0	700,000
		<b>Org Subtotal</b>	<b>2,751,693</b>	<b>248,307</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000,000</b>
5131										
	1023	Pine Hills Area Improvements	99,207	0	0	0	0	0	0	99,207
		<b>Org Subtotal</b>	<b>99,207</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>99,207</b>
		DIVISION SUBTOTAL	2,850,900	248,307	0	0	0	0	0	3,099,207
Youth & Family Services										
2554										
	1023	Wittenstein Cottage Improvements	0	200,000	0	0	0	0	0	200,000
		<b>Org Subtotal</b>	<b>0</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200,000</b>
		DIVISION SUBTOTAL	0	200,000	0	0	0	0	0	200,000
		DEPARTMENT TOTAL	2,850,900	583,307	0	0	0	0	0	3,434,207

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
<b>Fire Rescue</b>										
Fire Rescue										
0697										
	1023	INVEST - Fire Station #67 (Dean/Univ)	0	2,450,000	3,996,000	0	0	0	0	6,446,000
	1046	Fire Station #67 (Dean/Univ)	134,144	0	0	0	0	0	0	134,144
		<b>Org Subtotal</b>	<b>134,144</b>	<b>2,450,000</b>	<b>3,996,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,580,144</b>
0714										
	1046	Station Alerting	0	1,800,000	0	0	0	0	0	1,800,000
		<b>Org Subtotal</b>	<b>0</b>	<b>1,800,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,800,000</b>
0727										
	1009	Training Facility	493,999	2,250	0	0	0	0	0	496,249
	1023	INVEST - Training Facility	0	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	0	5,000,000
	1046	Training Facility	0	1,800,000	0	0	0	0	0	1,800,000
		<b>Org Subtotal</b>	<b>493,999</b>	<b>2,802,250</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>0</b>	<b>7,296,249</b>
0755										
	1046	Tanker	294,911	0	0	0	0	0	0	294,911
		<b>Org Subtotal</b>	<b>294,911</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>294,911</b>
0771										
	1009	Enhance CAD	1,556,739	87,837	0	0	0	0	0	1,644,576
	1046	Enhance CAD	0	575,000	0	0	0	0	0	575,000
		<b>Org Subtotal</b>	<b>1,556,739</b>	<b>662,837</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,219,576</b>
0772										
	1009	Facilities Management	5,542,522	3,492,498	1,559,000	1,240,000	1,500,000	1,500,000	1,500,000	16,334,020
	1023	Facilities Management	26,310	122,090	706,000	160,000	0	0	0	1,014,400
		<b>Org Subtotal</b>	<b>5,568,832</b>	<b>3,614,588</b>	<b>2,265,000</b>	<b>1,400,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>17,348,420</b>
0774										
	1009	Fire Station #28	352,812	0	0	0	0	0	0	352,812
	1046	Fire Station #28	772,868	188,364	0	0	0	0	0	961,232
		<b>Org Subtotal</b>	<b>1,125,680</b>	<b>188,364</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,314,044</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
0795										
	1023	INVEST - Fire Station #87 (Avalon)	0	1,300,000	3,346,000	1,080,000	0	0	0	5,726,000
		<b>Org Subtotal</b>	<b>0</b>	<b>1,300,000</b>	<b>3,346,000</b>	<b>1,080,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,726,000</b>
0798										
	1009	Fire Station #32 (Orange Lake)	1,240,202	79,382	66,000	66,000	66,000	66,000	0	1,583,584
	1046	Fire Station #32 (Orange Lake)	63,405	0	0	0	0	0	7,548,390	7,611,795
		<b>Org Subtotal</b>	<b>1,303,607</b>	<b>79,382</b>	<b>66,000</b>	<b>66,000</b>	<b>66,000</b>	<b>66,000</b>	<b>7,548,390</b>	<b>9,195,379</b>
0801										
	1023	INVEST - FS #68 (Goldenrod-Lk Und)	0	1,500,000	1,000,000	2,426,000	800,000	0	0	5,726,000
		<b>Org Subtotal</b>	<b>0</b>	<b>1,500,000</b>	<b>1,000,000</b>	<b>2,426,000</b>	<b>800,000</b>	<b>0</b>	<b>0</b>	<b>5,726,000</b>
0802										
	1023	INVEST - Fire Apparatus & Equipment	0	4,745,000	2,000,000	357,000	0	0	0	7,102,000
		<b>Org Subtotal</b>	<b>0</b>	<b>4,745,000</b>	<b>2,000,000</b>	<b>357,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,102,000</b>
		<b>DIVISION SUBTOTAL</b>	<b>10,477,912</b>	<b>19,142,421</b>	<b>13,673,000</b>	<b>6,329,000</b>	<b>3,366,000</b>	<b>2,566,000</b>	<b>9,048,390</b>	<b>64,602,723</b>
		<b>DEPARTMENT TOTAL</b>	<b>10,477,912</b>	<b>19,142,421</b>	<b>13,673,000</b>	<b>6,329,000</b>	<b>3,366,000</b>	<b>2,566,000</b>	<b>9,048,390</b>	<b>64,602,723</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
<b>Health Services</b>										
Animal Services										
0251										
	1023	Animal Svcs Facility Imp	576,277	125,000	0	0	0	0	0	701,277
		<b>Org Subtotal</b>	<b>576,277</b>	<b>125,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>701,277</b>
2393										
	1023	Spay/Neuter Clinics	0	1,100,000	0	0	0	0	0	1,100,000
		<b>Org Subtotal</b>	<b>0</b>	<b>1,100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,100,000</b>
		DIVISION SUBTOTAL	576,277	1,225,000	0	0	0	0	0	1,801,277
		DEPARTMENT TOTAL	576,277	1,225,000	0	0	0	0	0	1,801,277

**PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET**

ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
<b>Office of Accountability</b>										
Human Resources										
0299										
	1023	Payroll/HR System	4,515,792	477,732	0	0	0	0	0	4,993,524
		<b>Org Subtotal</b>	<b>4,515,792</b>	<b>477,732</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,993,524</b>
		<b>DIVISION SUBTOTAL</b>	<b>4,515,792</b>	<b>477,732</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,993,524</b>
Information Systems & Services										
0297										
	1054	911 System Upgrade	3,330,202	13,380,619	0	0	0	0	0	16,710,821
	8809	911 System Upgrade	279,680	0	0	0	0	0	0	279,680
	8810	911 System Upgrade	304,688	0	0	0	0	0	0	304,688
		<b>Org Subtotal</b>	<b>3,914,569</b>	<b>13,380,619</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,295,188</b>
0573										
	1023	Radio Tower Generator Replacements	0	480,000	321,000	0	0	0	0	801,000
		<b>Org Subtotal</b>	<b>0</b>	<b>480,000</b>	<b>321,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>801,000</b>
0584										
	1023	Network Infrastructure	5,385,919	972,974	850,000	850,000	850,000	850,000	0	9,758,893
		<b>Org Subtotal</b>	<b>5,385,919</b>	<b>972,974</b>	<b>850,000</b>	<b>850,000</b>	<b>850,000</b>	<b>850,000</b>	<b>0</b>	<b>9,758,893</b>
0593										
	1023	Technology Hardware Replacement	4,575,853	2,545,924	2,492,770	5,000,000	5,000,000	5,000,000	0	24,614,547
		<b>Org Subtotal</b>	<b>4,575,853</b>	<b>2,545,924</b>	<b>2,492,770</b>	<b>5,000,000</b>	<b>5,000,000</b>	<b>5,000,000</b>	<b>0</b>	<b>24,614,547</b>
2028										
	1023	Telecommunications System Up	3,303,902	996,751	560,000	560,000	560,000	560,000	0	6,540,653
		<b>Org Subtotal</b>	<b>3,303,902</b>	<b>996,751</b>	<b>560,000</b>	<b>560,000</b>	<b>560,000</b>	<b>560,000</b>	<b>0</b>	<b>6,540,653</b>
2058										
	1023	911 Comm Cntr Workstations	6,950	0	0	0	0	0	0	6,950
		<b>Org Subtotal</b>	<b>6,950</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,950</b>
		<b>DIVISION SUBTOTAL</b>	<b>17,187,193</b>	<b>18,376,268</b>	<b>4,223,770</b>	<b>6,410,000</b>	<b>6,410,000</b>	<b>6,410,000</b>	<b>0</b>	<b>59,017,231</b>
		<b>DEPARTMENT TOTAL</b>	<b>21,702,985</b>	<b>18,854,000</b>	<b>4,223,770</b>	<b>6,410,000</b>	<b>6,410,000</b>	<b>6,410,000</b>	<b>0</b>	<b>64,010,755</b>

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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
<b><u>Other Court Funds</u></b>										
Court Facilities										
0892										
	1248	State Attorney Grand Jury Room	0	220,000	0	0	0	0	0	220,000
		<b>Org Subtotal</b>	<b>0</b>	<b>220,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>220,000</b>
2066										
	1248	Courthouse Bird Deterrent	12,733	50,000	117,268	0	0	0	0	180,001
		<b>Org Subtotal</b>	<b>12,733</b>	<b>50,000</b>	<b>117,268</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>180,001</b>
2067										
	1248	Courthouse Swing Chiller #2	791,586	0	0	0	0	0	0	791,586
		<b>Org Subtotal</b>	<b>791,586</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>791,586</b>
2068										
	1248	Courthouse AHU Replacement	83,014	1,074,756	142,230	0	0	0	0	1,300,000
		<b>Org Subtotal</b>	<b>83,014</b>	<b>1,074,756</b>	<b>142,230</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,300,000</b>
2069										
	1248	Courthouse Dewatering System	0	300,000	0	0	0	0	0	300,000
		<b>Org Subtotal</b>	<b>0</b>	<b>300,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300,000</b>
2070										
	1248	Security Access Control Upgrades	0	0	0	0	0	0	0	0
		<b>Org Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>DIVISION SUBTOTAL</b>	<b>887,333</b>	<b>1,644,756</b>	<b>259,498</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,791,587</b>
Court Technology										
0861										
	1247	State Attorney Tech Modernization	0	409,700	493,000	0	0	0	0	902,700
		<b>Org Subtotal</b>	<b>0</b>	<b>409,700</b>	<b>493,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>902,700</b>
		<b>DIVISION SUBTOTAL</b>	<b>0</b>	<b>409,700</b>	<b>493,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>902,700</b>
		<b>DEPARTMENT TOTAL</b>	<b>887,333</b>	<b>2,054,456</b>	<b>752,498</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,694,287</b>

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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
<b><u>Other Offices</u></b>										
Office of Regional Mobility										
2662										
	1023	Legacy - Commuter Rail	29,099,417	6,250,583	0	0	0	0	0	35,350,000
		<b><i>Org Subtotal</i></b>	<b>29,099,417</b>	<b>6,250,583</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35,350,000</b>
		DIVISION SUBTOTAL	29,099,417	6,250,583	0	0	0	0	0	35,350,000
		DEPARTMENT TOTAL	29,099,417	6,250,583	0	0	0	0	0	35,350,000



**PROPOSED CIP - BY DEPARTMENT / DIVISION  
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ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
<b>Public Works</b>										
<b>Engineering</b>										
<b>2722</b>										
	1002	Intersection WID/CW	2,467,963	298,037	0	0	0	0	0	2,766,000
	1003	Intersection WID/CW	2,096,430	4,194,508	3,000,100	3,000,100	3,000,100	3,000,100	1,520	18,292,858
	1004	Intersection WID/CW	31,040	4,493	0	0	0	0	0	35,533
	1308	Intersection WID/CW	0	2,727	0	0	0	0	0	2,727
	1311	Intersection WID/CW	0	84,635	0	0	0	0	0	84,635
	1312	Intersection WID/CW	0	484,285	0	0	0	0	0	484,285
	1327	Intersection WID/CW	0	41,911	0	0	0	0	0	41,911
	<b>Org Subtotal</b>		<b>4,595,433</b>	<b>5,110,596</b>	<b>3,000,100</b>	<b>3,000,100</b>	<b>3,000,100</b>	<b>3,000,100</b>	<b>1,520</b>	<b>21,707,949</b>
<b>2752</b>										
	1003	Richard Crotty Pkwy (436-Dean)	333,388	0	0	0	0	0	0	333,388
	1004	Richard Crotty Pkwy (436-Dean)	2,375,018	0	0	0	0	0	0	2,375,018
	1023	INVEST - R. Crotty Pkwy (436-Dean)	0	0	200,000	4,300,000	2,500,000	0	0	7,000,000
	1032	Richard Crotty Pkwy (436-Dean)	9,837,457	1,906,084	4,926,379	500,100	4,681,982	3,000,000	44,490,000	69,342,002
	<b>Org Subtotal</b>		<b>12,545,864</b>	<b>1,906,084</b>	<b>5,126,379</b>	<b>4,800,100</b>	<b>7,181,982</b>	<b>3,000,000</b>	<b>44,490,000</b>	<b>79,050,409</b>
<b>2766</b>										
	1003	ROW & Drainage	223,317	10,141	5,000	5,000	5,000	5,000	0	253,458
	1004	ROW & Drainage	9,038	0	0	0	0	0	0	9,038
	1033	ROW & Drainage	325	0	0	0	0	0	0	325
	1034	ROW & Drainage	3,725	0	0	0	0	0	0	3,725
	<b>Org Subtotal</b>		<b>236,405</b>	<b>10,141</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>0</b>	<b>266,546</b>
<b>2841</b>										
	1003	Sidewalk Program C-W	11,282,553	2,805,536	2,000,000	2,000,000	2,000,000	2,000,000	0	22,088,089
	1023	Sidewalk Program C-W	2,187,721	38,279	0	0	0	0	0	2,226,000
	<b>Org Subtotal</b>		<b>13,470,274</b>	<b>2,843,815</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>0</b>	<b>24,314,089</b>
<b>2851</b>										
	1002	ADA Compliance Retrofit	208,328	2,991,672	0	0	0	0	0	3,200,000
	1318	ADA Compliance Retrofit	0	8,281	0	0	0	0	0	8,281
	<b>Org Subtotal</b>		<b>208,328</b>	<b>2,999,953</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,208,281</b>

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2852										
	1003	Major Drng Structures-Replac	386,955	2,398,228	750,000	1,658,017	750,000	750,000	0	6,693,200
		<b>Org Subtotal</b>	<b>386,955</b>	<b>2,398,228</b>	<b>750,000</b>	<b>1,658,017</b>	<b>750,000</b>	<b>750,000</b>	<b>0</b>	<b>6,693,200</b>
2859										
	1023	Pine Hills Landfill Closure	1,136,309	274,867	200,000	200,000	200,000	200,000	0	2,211,176
		<b>Org Subtotal</b>	<b>1,136,309</b>	<b>274,867</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>0</b>	<b>2,211,176</b>
2883										
	1034	Sand Lake Road	9,750	0	220,250	0	0	0	0	230,000
	1326	Sand Lake Road	0	333,761	0	0	0	0	12,876,000	13,209,761
		<b>Org Subtotal</b>	<b>9,750</b>	<b>333,761</b>	<b>220,250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,876,000</b>	<b>13,439,761</b>
2888										
	1023	EPD Project Improvements	0	200,000	0	0	0	0	0	200,000
		<b>Org Subtotal</b>	<b>0</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200,000</b>
2892										
	1034	Hamlin Road Extension	0	6,000,000	6,000,000	0	0	0	0	12,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>6,000,000</b>	<b>6,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,000,000</b>
2954										
	1003	SR 535 (Buena Vista-Chase)	2,312,104	0	0	0	0	0	0	2,312,104
	1004	SR 535 (Buena Vista-Chase)	7,352,921	0	0	0	0	0	0	7,352,921
	1034	SR 535 (Buena Vista-Chase)	5,998,918	466	0	0	0	0	0	5,999,384
	3365	SR 535 (Buena Vista-Chase)	8,366,433	0	0	0	0	0	0	8,366,433
		<b>Org Subtotal</b>	<b>24,030,376</b>	<b>466</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24,030,842</b>
3018										
	1003	Rouse Road	4,058,838	0	0	0	0	0	0	4,058,838
	1004	Rouse Road	3,287,091	0	0	0	0	0	0	3,287,091
	1032	Rouse Road	46,187,344	0	0	0	0	0	0	46,187,344
	1313	Rouse Road	370,494	0	0	0	0	0	0	370,494
	1320	Rouse Road	297,035	0	0	0	0	0	0	297,035
	8752	Rouse Road	3,875,000	0	0	0	0	0	0	3,875,000
		<b>Org Subtotal</b>	<b>58,075,802</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>58,075,802</b>

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3028										
	1033	Moss Park Rd Impv	0	76,500	0	0	0	0	0	76,500
		<b>Org Subtotal</b>	<b>0</b>	<b>76,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>76,500</b>
3037										
	1003	Taft-VnInd Rd(441-Orng Av)	521,117	96,255	0	0	0	0	0	617,372
	1033	Taft-VnInd Rd(441-Orng Av)	1,975,480	5,566,930	3,100,000	5,943,047	3,400,000	2,600,000	27,638,600	50,224,057
		<b>Org Subtotal</b>	<b>2,496,598</b>	<b>5,663,185</b>	<b>3,100,000</b>	<b>5,943,047</b>	<b>3,400,000</b>	<b>2,600,000</b>	<b>27,638,600</b>	<b>50,841,430</b>
3038										
	1003	Clarcona-Ocoee Rd(OC AP to HiA)	17,014,597	218,400	0	0	0	0	0	17,232,997
	1004	Clarcona-Ocoee Rd(OC AP to HiA)	2,765,931	0	0	0	0	0	0	2,765,931
	1031	Clarcona-Ocoee Rd(OC AP to HiA)	6,460,991	50,103	0	0	0	0	0	6,511,094
		<b>Org Subtotal</b>	<b>26,241,519</b>	<b>268,503</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26,510,022</b>
3045										
	1003	Holden Ave(JYP-Orng Av)	105,925	2,170	0	0	0	0	0	108,095
	1004	Holden Ave(JYP-Orng Av)	374,080	0	0	0	0	0	0	374,080
	1034	Holden Ave(JYP-Orng Av)	3,782,857	3,306,279	7,500,000	7,280,000	0	0	0	21,869,136
		<b>Org Subtotal</b>	<b>4,262,862</b>	<b>3,308,449</b>	<b>7,500,000</b>	<b>7,280,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,351,311</b>
3064										
	8757	Sea Harbor Dr Improvements	99,010	248,171	0	0	0	0	0	347,181
		<b>Org Subtotal</b>	<b>99,010</b>	<b>248,171</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>347,181</b>
3071										
	1032	Dean Rd (University-County Line)	0	0	0	0	0	0	14,900,000	14,900,000
	1306	Dean Rd (University-County Line)	176,577	11,582	0	0	0	0	0	188,159
		<b>Org Subtotal</b>	<b>176,577</b>	<b>11,582</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,900,000</b>	<b>15,088,159</b>
3075										
	1023	INVEST - Boggy Creek Bridge Replace	0	875,000	6,000,000	3,000,000	3,000,000	0	0	12,875,000
	1321	Boggy Creek Bridge Replacement	360,448	353,266	0	0	0	0	8,800,000	9,513,714
	5811	Boggy Creek Bridge Replacement	1,367,422	0	0	0	0	0	0	1,367,422
		<b>Org Subtotal</b>	<b>1,727,870</b>	<b>1,228,266</b>	<b>6,000,000</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>0</b>	<b>8,800,000</b>	<b>23,756,136</b>

**PROPOSED CIP - BY DEPARTMENT / DIVISION  
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ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
3096										
	1003	Kennedy Blvd (Forest City-I4)	2,307,624	28,946	2,880,000	1,620,000	1,552,069	0	14,000,000	22,388,639
	1004	Kennedy Blvd (Forest City-I4)	819,091	0	0	0	365,354	0	0	1,184,445
	1023	INVEST - Kennedy (Forest City-I4)	0	1,340,000	60,000	4,800,000	-1,400,000	2,400,000	0	7,200,000
	1031	Kennedy Blvd (Forest City-I4)	2,147,616	1,075,554	0	0	0	0	7,183,231	10,406,401
		<b>Org Subtotal</b>	<b>5,274,332</b>	<b>2,444,500</b>	<b>2,940,000</b>	<b>6,420,000</b>	<b>517,423</b>	<b>2,400,000</b>	<b>21,183,231</b>	<b>41,179,486</b>
3097										
	1003	All American(OBT-Forest Cty)	528	300,100	3,200,000	1,799,472	2,810,216	1,200,000	0	9,310,316
	1004	All American(OBT-Forest Cty)	162,297	0	0	0	0	0	0	162,297
	1031	All American(OBT-Forest Cty)	5,334,633	912,648	400,000	862,651	440,491	0	0	7,950,423
		<b>Org Subtotal</b>	<b>5,497,458</b>	<b>1,212,748</b>	<b>3,600,000</b>	<b>2,662,123</b>	<b>3,250,707</b>	<b>1,200,000</b>	<b>0</b>	<b>17,423,036</b>
5000										
	1003	Street Lights-County Rds	358	1,882	0	0	0	0	0	2,240
	1031	Street Lights-County Rds	29,042	769,000	100,000	0	0	0	0	898,042
	1032	Street Lights-County Rds	930,453	900,002	100,000	1,000,000	100,000	0	0	3,030,455
	1033	Street Lights-County Rds	107,198	2	0	200,000	250,000	0	0	557,200
	1034	Street Lights-County Rds	1,259,623	610,377	300,000	400,000	550,000	0	0	3,120,000
		<b>Org Subtotal</b>	<b>2,326,674</b>	<b>2,281,263</b>	<b>500,000</b>	<b>1,600,000</b>	<b>900,000</b>	<b>0</b>	<b>0</b>	<b>7,607,937</b>
5001										
	1003	John Young Pkwy/6 Lane	248,687	0	0	0	0	0	0	248,687
	1004	John Young Pkwy/6 Lane	4,373,218	0	0	0	0	0	0	4,373,218
	1033	John Young Pkwy/6 Lane	2,413,959	0	0	0	0	0	0	2,413,959
	1034	John Young Pkwy/6 Lane	9,013,003	1	0	0	0	0	0	9,013,004
	1246	John Young Pkwy/6 Lane	13,759,588	12,476,805	1,344	500,000	0	0	0	26,737,737
		<b>Org Subtotal</b>	<b>29,808,455</b>	<b>12,476,806</b>	<b>1,344</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42,786,605</b>
5004										
	1023	INVEST - Chuluota Rd	0	507,200	1,238,000	1,238,000	3,488,400	3,488,400	0	9,960,000
		<b>Org Subtotal</b>	<b>0</b>	<b>507,200</b>	<b>1,238,000</b>	<b>1,238,000</b>	<b>3,488,400</b>	<b>3,488,400</b>	<b>0</b>	<b>9,960,000</b>
5005										
	1023	INVEST - McCulloch Rd	0	275,280	796,272	796,272	1,946,160	1,946,160	7,209,856	12,970,000
		<b>Org Subtotal</b>	<b>0</b>	<b>275,280</b>	<b>796,272</b>	<b>796,272</b>	<b>1,946,160</b>	<b>1,946,160</b>	<b>7,209,856</b>	<b>12,970,000</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
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ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
5006										
	1023	CR 545 Village H ROW	0	1,220,000	0	0	0	0	0	1,220,000
		<b>Org Subtotal</b>	<b>0</b>	<b>1,220,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,220,000</b>
5023										
	1003	Edgewater(Forest Cty-Beggs)	1,098,033	1	0	0	0	0	24,100,000	25,198,034
	1004	Edgewater(Forest Cty-Beggs)	3,250	0	0	0	0	0	0	3,250
	1031	Edgewater(Forest Cty-Beggs)	1,262,459	0	0	0	0	0	0	1,262,459
		<b>Org Subtotal</b>	<b>2,363,741</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24,100,000</b>	<b>26,463,742</b>
5024										
	1003	Econ Trail (Lk Underhill-SR50)	686,752	10,000	0	0	0	0	0	696,752
	1004	Econ Trail (Lk Underhill-SR50)	96,310	0	0	0	0	0	0	96,310
	1023	INVEST - Econ Trl (Lk Underhill-SR50)	0	593,000	735,000	11,273,000	5,637,000	5,637,000	0	23,875,000
	1032	Econ Trail (Lk Underhill-SR50)	8,165,592	415,510	0	0	0	0	20,700,000	29,281,102
		<b>Org Subtotal</b>	<b>8,948,654</b>	<b>1,018,510</b>	<b>735,000</b>	<b>11,273,000</b>	<b>5,637,000</b>	<b>5,637,000</b>	<b>20,700,000</b>	<b>53,949,164</b>
5027										
	1003	Texas Ave (Oak Rdg-Holden)	173,999	0	0	0	0	0	0	173,999
	1004	Texas Ave (Oak Rdg-Holden)	159,330	0	0	0	0	0	0	159,330
	1023	INVEST - TX Ave (Oak Rdg-Holden)	0	851,000	459,000	1,503,000	4,093,000	2,047,000	2,047,000	11,000,000
	1034	Texas Ave (Oak Rdg-Holden)	458,607	114,440	251,920	0	0	0	19,500,000	20,324,967
		<b>Org Subtotal</b>	<b>791,936</b>	<b>965,440</b>	<b>710,920</b>	<b>1,503,000</b>	<b>4,093,000</b>	<b>2,047,000</b>	<b>21,547,000</b>	<b>31,658,296</b>
5029										
	1003	Valencia Col Ln(Grod-Econ)	13,901	0	0	0	0	0	0	13,901
	1004	Valencia Col Ln(Grod-Econ)	209,151	0	0	0	0	0	0	209,151
	1032	Valencia Col Ln(Grod-Econ)	2,541,621	12,000	0	0	0	0	11,800,000	14,353,621
		<b>Org Subtotal</b>	<b>2,764,673</b>	<b>12,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,800,000</b>	<b>14,576,673</b>
5055										
	1003	CR 545 (Tilden-SR50)	0	218,000	0	0	0	0	22,700,000	22,918,000
	1031	CR 545 (Tilden-SR50)	5,200	0	176,800	0	0	0	2,600,000	2,782,000
		<b>Org Subtotal</b>	<b>5,200</b>	<b>218,000</b>	<b>176,800</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,300,000</b>	<b>25,700,000</b>
5056										
	1003	FDOT St Lighting & Lndscp	1,641,023	1,010,000	298,000	400,000	0	0	0	3,349,023
		<b>Org Subtotal</b>	<b>1,641,023</b>	<b>1,010,000</b>	<b>298,000</b>	<b>400,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,349,023</b>

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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
5057										
	1003	University Blvd	2,475,227	0	0	0	0	0	0	2,475,227
	1004	University Blvd	9,168	0	0	0	0	0	0	9,168
	1032	University Blvd	3,540,447	0	0	0	0	0	0	3,540,447
	1312	University Blvd	1,075,955	0	0	0	0	0	0	1,075,955
		<b>Org Subtotal</b>	<b>7,100,797</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,100,797</b>
5062										
	1003	Alafaya Tr(Avalon-CF)	50,514	0	0	0	0	0	0	50,514
	1023	Alafaya Tr(Avalon-CF)	1,266,344	836,109	0	0	0	0	0	2,102,453
	1032	Alafaya Tr(Avalon-CF)	6,488,047	15,186	0	0	0	0	0	6,503,233
	1036	Alafaya Tr(Avalon-CF)	8,837,392	0	0	0	0	0	0	8,837,392
	1314	Alafaya Tr(Avalon-CF)	1,826,883	0	0	0	0	0	0	1,826,883
	1320	Alafaya Tr(Avalon-CF)	2,261,777	0	0	0	0	0	0	2,261,777
		<b>Org Subtotal</b>	<b>20,730,956</b>	<b>851,295</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21,582,251</b>
5064										
	1033	Innovation Way S(417-528)	2,950	47,375	0	0	0	0	0	50,325
		<b>Org Subtotal</b>	<b>2,950</b>	<b>47,375</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,325</b>
5066										
	1003	CR 535(Chase-429)	33,700	0	0	0	0	0	0	33,700
	1004	CR 535(Chase-429)	1,626,920	0	0	0	0	0	0	1,626,920
	1034	CR 535(Chase-429)	4,546,690	0	0	0	0	0	0	4,546,690
	1315	CR 535(Chase-429)	1,516,400	875	0	0	0	0	0	1,517,275
	8756	CR 535(Chase-429)	3,500,000	0	0	0	0	0	0	3,500,000
		<b>Org Subtotal</b>	<b>11,223,710</b>	<b>875</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,224,585</b>
5067										
	1034	Ficquette Rd (Porter-535)	2,666,500	807,994	0	0	0	0	100	3,474,594
	1307	Ficquette Rd (Porter-535)	406,417	1,290	0	0	0	0	0	407,707
	1315	Ficquette Rd (Porter-535)	51,250	503	0	0	0	0	0	51,753
		<b>Org Subtotal</b>	<b>3,124,167</b>	<b>809,787</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>3,934,054</b>

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5068										
	1034	Reams Road (Fiquette-CR535)	102,475	314,044	2,150,302	400,000	100,000	0	0	3,066,821
	1304	Reams Road (Fiquette-CR535)	0	151,687	0	0	0	0	0	151,687
		<b>Org Subtotal</b>	<b>102,475</b>	<b>465,731</b>	<b>2,150,302</b>	<b>400,000</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>3,218,508</b>
5070										
	1246	I-Drive Transit Lanes	869,898	1,646,004	500,000	5,000,000	4,500,000	539,358	0	13,055,260
		<b>Org Subtotal</b>	<b>869,898</b>	<b>1,646,004</b>	<b>500,000</b>	<b>5,000,000</b>	<b>4,500,000</b>	<b>539,358</b>	<b>0</b>	<b>13,055,260</b>
5071										
	1246	I-Drive Pedestrian Bridge	3,241,727	7,753,277	2,529,996	100,000	0	0	0	13,625,000
		<b>Org Subtotal</b>	<b>3,241,727</b>	<b>7,753,277</b>	<b>2,529,996</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13,625,000</b>
5081										
	1246	Tangelo Park Pedestrian Traffic Calmi	127,280	50,000	50,000	50,000	50,000	50,000	0	377,280
		<b>Org Subtotal</b>	<b>127,280</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>0</b>	<b>377,280</b>
5085										
	1003	Boggy Creek Rd	0	0	0	0	0	0	0	0
	1004	Boggy Creek Rd	57,126	0	0	0	0	0	0	57,126
	1023	INVEST - Boggy Creek Rd	0	2,057,000	2,498,000	2,160,000	-420,000	2,580,000	0	8,875,000
	1033	Boggy Creek Rd	1,404,259	4,546	0	0	0	0	15,500,000	16,908,805
	1321	Boggy Creek Rd	461,012	908,951	0	0	0	0	0	1,369,963
		<b>Org Subtotal</b>	<b>1,922,397</b>	<b>2,970,497</b>	<b>2,498,000</b>	<b>2,160,000</b>	<b>-420,000</b>	<b>2,580,000</b>	<b>15,500,000</b>	<b>27,210,894</b>
5089										
	1003	Destination Parkway	79,514	0	0	0	0	0	0	79,514
	1004	Destination Parkway	4,160	0	0	0	0	0	0	4,160
	1034	Destination Parkway	4,322,740	0	0	0	0	0	0	4,322,740
	1246	Destination Parkway	18,802,823	400,000	5,600,000	0	0	0	0	24,802,823
		<b>Org Subtotal</b>	<b>23,209,237</b>	<b>400,000</b>	<b>5,600,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>29,209,237</b>
5090										
	1023	INVEST - Lk Uhill (Chickasaw-Rouse)	0	940,000	1,140,000	4,400,000	8,760,000	4,380,000	4,380,000	24,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>940,000</b>	<b>1,140,000</b>	<b>4,400,000</b>	<b>8,760,000</b>	<b>4,380,000</b>	<b>4,380,000</b>	<b>24,000,000</b>

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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
5091										
	1033	Wildwood Ave(14 Bridge)	12,223,233	800,920	0	0	0	0	0	13,024,153
	1034	Wildwood Ave(14 Bridge)	6,624,873	387,517	0	0	0	0	0	7,012,390
		<b>Org Subtotal</b>	<b>18,848,106</b>	<b>1,188,437</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,036,543</b>
5093										
	1246	SCOOT System Expansion	1,535,931	0	0	0	0	0	0	1,535,931
		<b>Org Subtotal</b>	<b>1,535,931</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,535,931</b>
5094										
	1246	TSM Traffic Calming	69,971	50	0	0	0	0	0	70,021
		<b>Org Subtotal</b>	<b>69,971</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>70,021</b>
5095										
	1246	Pedestrian Enhancements	587,108	200,000	200,000	200,000	200,000	0	0	1,387,108
		<b>Org Subtotal</b>	<b>587,108</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>1,387,108</b>
5107										
	1033	I-Drive(Westwood)	6,013	0	0	0	0	0	0	6,013
	1246	I-Drive(Westwood)	6,352,492	9,885,839	4,000,000	500,000	0	0	0	20,738,331
		<b>Org Subtotal</b>	<b>6,358,505</b>	<b>9,885,839</b>	<b>4,000,000</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,744,344</b>
5108										
	1023	Legacy - CR 535(Fiquette-429)	10,311,899	234,321	0	0	0	0	0	10,546,220
		<b>Org Subtotal</b>	<b>10,311,899</b>	<b>234,321</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,546,220</b>
5109										
	1023	Legacy - Holden Ave(JYP-OBT)	5,301,446	2,761,909	0	1,220,000	2,000,000	0	0	11,283,355
		<b>Org Subtotal</b>	<b>5,301,446</b>	<b>2,761,909</b>	<b>0</b>	<b>1,220,000</b>	<b>2,000,000</b>	<b>0</b>	<b>0</b>	<b>11,283,355</b>
5111										
	1023	Legacy - Wetherbee Rd(TPK-Orng)	10,014,839	400,420	0	0	0	0	0	10,415,259
	1319	Legacy - Wetherbee Rd(TPK-Orng)	19,819	9,273	0	0	0	0	0	29,092
		<b>Org Subtotal</b>	<b>10,034,658</b>	<b>409,693</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,444,351</b>
5112										
	1023	Legacy - Clarcona Ocoee	11,144,446	5,294,545	0	0	0	0	0	16,438,991
		<b>Org Subtotal</b>	<b>11,144,446</b>	<b>5,294,545</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16,438,991</b>



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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
5115										
	1023	Legacy - Lake Underhill(Dean-Rouse)	228,912	969,178	0	0	0	0	0	1,198,090
		<b>Org Subtotal</b>	<b>228,912</b>	<b>969,178</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,198,090</b>
5116										
	1023	Legacy - Rouse Rd(Lk Und-50)	9,078,377	135,530	0	0	0	0	0	9,213,907
		<b>Org Subtotal</b>	<b>9,078,377</b>	<b>135,530</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,213,907</b>
5118										
	1023	Legacy - Boggy Creek Rd	127,800	42,814	0	0	0	0	0	170,614
		<b>Org Subtotal</b>	<b>127,800</b>	<b>42,814</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>170,614</b>
5119										
	1023	Legacy - Edgewater Dr	1,274,881	1	0	0	0	0	0	1,274,882
		<b>Org Subtotal</b>	<b>1,274,881</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,274,882</b>
5121										
	1023	Legacy - Texas Ave	2,537,987	2,085,031	0	1,844,360	0	0	0	6,467,378
		<b>Org Subtotal</b>	<b>2,537,987</b>	<b>2,085,031</b>	<b>0</b>	<b>1,844,360</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,467,378</b>
5122										
	1023	Legacy - Valencia College Ln	4,563,217	310,430	0	0	0	0	0	4,873,647
		<b>Org Subtotal</b>	<b>4,563,217</b>	<b>310,430</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,873,647</b>
5134										
	1309	UCF Area Pedestrian Safety Imp	0	358,993	0	0	0	0	0	358,993
		<b>Org Subtotal</b>	<b>0</b>	<b>358,993</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>358,993</b>
5135										
	1003	North of Alberts Sect C-1 Road	0	1,409,091	0	0	0	0	0	1,409,091
		<b>Org Subtotal</b>	<b>0</b>	<b>1,409,091</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,409,091</b>
5136										
	1032	Northeast Orange Cnty Alignment Stud	0	170,000	0	0	0	0	0	170,000
		<b>Org Subtotal</b>	<b>0</b>	<b>170,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>170,000</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
5137										
	1002	Pine Hills Pedestrian Safety Project	0	115,338	500,000	1,200,000	0	0	0	1,815,338
	1300	Pine Hills Pedestrian Safety Project	0	184,662	0	0	0	0	0	184,662
		<b>Org Subtotal</b>	<b>0</b>	<b>300,000</b>	<b>500,000</b>	<b>1,200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000,000</b>
5138										
	1002	Ficquette/Dorman Road	0	700,000	0	0	0	0	0	700,000
		<b>Org Subtotal</b>	<b>0</b>	<b>700,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>700,000</b>
5139										
	1023	INVEST - Reams (Summerlk-Taborfld)	0	760,000	1,500,000	1,500,000	2,290,000	8,550,000	21,360,000	35,960,000
		<b>Org Subtotal</b>	<b>0</b>	<b>760,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>2,290,000</b>	<b>8,550,000</b>	<b>21,360,000</b>	<b>35,960,000</b>
5140										
	1023	INVEST - Ficquette (Summerlk-Overst)	0	0	1,068,000	1,068,000	1,380,000	4,140,000	10,344,000	18,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>0</b>	<b>1,068,000</b>	<b>1,068,000</b>	<b>1,380,000</b>	<b>4,140,000</b>	<b>10,344,000</b>	<b>18,000,000</b>
5141										
	1023	INVEST - E OC Transport Needs	0	4,610,520	3,949,728	3,434,728	-3,958,560	3,859,440	3,104,144	15,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>4,610,520</b>	<b>3,949,728</b>	<b>3,434,728</b>	<b>-3,958,560</b>	<b>3,859,440</b>	<b>3,104,144</b>	<b>15,000,000</b>
5142										
	1023	INVEST - Intersections & Ped Safety	0	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	0	15,000,000
		<b>Org Subtotal</b>	<b>0</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>0</b>	<b>15,000,000</b>
5143										
	1002	Median Tree Program	0	205,098	1,500,000	1,500,000	1,500,000	1,500,000	0	6,205,098
	1029	Median Tree Program	0	1,294,902	0	0	0	0	0	1,294,902
		<b>Org Subtotal</b>	<b>0</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>0</b>	<b>7,500,000</b>
7365										
	7522	LAP - Vineland Ave	106	299,895	0	0	0	0	0	300,001
		<b>Org Subtotal</b>	<b>106</b>	<b>299,895</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300,001</b>
7366										
	7523	LAP - Alafaya Trail	103	299,897	0	0	0	0	0	300,000
		<b>Org Subtotal</b>	<b>103</b>	<b>299,897</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300,000</b>

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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
7388										
	7508	LAP Ft Christmas Rd	844,988	34,952	0	0	0	0	0	879,940
		<i>Org Subtotal</i>	<u>844,988</u>	<u>34,952</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>879,940</u>
EN04										
	1034	Wildwood Agreement Project	0	0	3,900,000	4,700,181	1,400,182	0	0	10,000,363
		<i>Org Subtotal</i>	<u>0</u>	<u>0</u>	<u>3,900,000</u>	<u>4,700,181</u>	<u>1,400,182</u>	<u>0</u>	<u>0</u>	<u>10,000,363</u>
		DIVISION SUBTOTAL	363,626,113	109,420,282	78,984,091	86,555,928	60,171,394	56,872,458	295,234,451	1,050,864,717
Fiscal & Operational Support										
5065										
	1002	Public Works Complex Security	0	169,995	0	0	0	0	0	169,995
		<i>Org Subtotal</i>	<u>0</u>	<u>169,995</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>169,995</u>
5077										
	1002	Public Works Lobby Renovations	70,582	0	0	0	0	0	0	70,582
		<i>Org Subtotal</i>	<u>70,582</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>70,582</u>
		DIVISION SUBTOTAL	70,582	169,995	0	0	0	0	0	240,577
Roads & Drainage										
2947										
	1004	MTNC Yards Improvements	4,062,271	790,448	600,000	600,000	600,000	600,000	0	7,252,719
	1142	MTNC Yards Improvements	795,525	105	0	0	0	0	0	795,630
		<i>Org Subtotal</i>	<u>4,857,796</u>	<u>790,553</u>	<u>600,000</u>	<u>600,000</u>	<u>600,000</u>	<u>600,000</u>	<u>0</u>	<u>8,048,349</u>
2990										
	1002	Rehab Existing Rdwys CW	1,973,157	1,000,001	0	0	0	0	0	2,973,158
	1003	Rehab Existing Rdwys CW	8,291,616	3,985,085	0	0	0	0	0	12,276,701
	1004	Rehab Existing Rdwys CW	115,171,031	25,851,652	23,000,000	23,000,000	23,000,000	23,000,000	0	233,022,683
	1023	Rehab Existing Rdwys CW	8,110,672	0	0	0	0	0	0	8,110,672
		<i>Org Subtotal</i>	<u>133,546,475</u>	<u>30,836,738</u>	<u>23,000,000</u>	<u>23,000,000</u>	<u>23,000,000</u>	<u>23,000,000</u>	<u>0</u>	<u>256,383,213</u>
3010										
	1004	Drainage Rehab	18,738,026	3,492,470	3,000,000	3,000,000	3,000,000	3,000,000	0	34,230,496
	1023	Drainage Rehab	0	500,000	500,000	500,000	500,000	500,000	0	2,500,000
		<i>Org Subtotal</i>	<u>18,738,026</u>	<u>3,992,470</u>	<u>3,500,000</u>	<u>3,500,000</u>	<u>3,500,000</u>	<u>3,500,000</u>	<u>0</u>	<u>36,730,496</u>

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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT CONT</i>
5086										
	1002	Railroad Crossing Replace	3,597,025	1,000,000	1,000,000	500,000	500,000	500,000	0	7,097,025
		<b>Org Subtotal</b>	<b>3,597,025</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>0</b>	<b>7,097,025</b>
		<b>DIVISION SUBTOTAL</b>	<b>160,739,322</b>	<b>36,619,761</b>	<b>28,100,000</b>	<b>27,600,000</b>	<b>27,600,000</b>	<b>27,600,000</b>	<b>0</b>	<b>308,259,083</b>
Stormwater										
2753										
	1023	Land/Prim Water Syst	9,097,291	7,882,622	5,750,000	5,750,000	5,750,000	5,750,000	0	39,979,913
		<b>Org Subtotal</b>	<b>9,097,291</b>	<b>7,882,622</b>	<b>5,750,000</b>	<b>5,750,000</b>	<b>5,750,000</b>	<b>5,750,000</b>	<b>0</b>	<b>39,979,913</b>
2767										
	1023	CW Sec Dmg	4,183,871	1,673,454	0	0	0	0	0	5,857,325
	1142	CW Sec Dmg	146,233	703,700	0	0	0	0	0	849,933
		<b>Org Subtotal</b>	<b>4,330,104</b>	<b>2,377,154</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,707,258</b>
3031										
	1023	Sandbar Removal CW	505,320	0	0	0	0	0	0	505,320
		<b>Org Subtotal</b>	<b>505,320</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>505,320</b>
3087										
	1004	Stormwater Rehabilitation	2,488,841	3,537,040	2,250,000	2,250,000	2,250,000	2,250,000	-41,620	14,984,261
	1142	Stormwater Rehabilitation	165,563	270,349	250,000	250,000	250,000	250,000	0	1,435,912
		<b>Org Subtotal</b>	<b>2,654,404</b>	<b>3,807,389</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>-41,620</b>	<b>16,420,173</b>
5034										
	1023	Canal Bank Protect Primary Sys	568,633	29,463	0	0	0	0	0	598,096
		<b>Org Subtotal</b>	<b>568,633</b>	<b>29,463</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>598,096</b>
5035										
	1023	Drainwell Replacement	7,492,909	223,424	0	0	0	0	0	7,716,333
		<b>Org Subtotal</b>	<b>7,492,909</b>	<b>223,424</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,716,333</b>
5045										
	1023	Canal Profiles-Prim Regrade	894,575	0	0	0	0	0	0	894,575
		<b>Org Subtotal</b>	<b>894,575</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>894,575</b>

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ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
5092										
	1023	Pond Restoration/Rehab	1,974,574	487,454	400,000	400,000	400,000	400,000	0	4,062,028
	1142	Pond Restoration/Rehab	0	495,982	250,000	250,000	250,000	250,000	0	1,495,982
		<b>Org Subtotal</b>	<b>1,974,574</b>	<b>983,436</b>	<b>650,000</b>	<b>650,000</b>	<b>650,000</b>	<b>650,000</b>	<b>0</b>	<b>5,558,010</b>
7364										
	7495	HMGP - Rocket Blvd	1,122,751	0	0	0	0	0	0	1,122,751
		<b>Org Subtotal</b>	<b>1,122,751</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,122,751</b>
		<b>DIVISION SUBTOTAL</b>	<b>28,640,561</b>	<b>15,303,488</b>	<b>8,900,000</b>	<b>8,900,000</b>	<b>8,900,000</b>	<b>8,900,000</b>	<b>-41,620</b>	<b>79,502,429</b>
Traffic										
2720										
	1004	Signal Installation CW	6,369,675	2,641,610	1,760,000	1,760,000	1,760,000	1,760,000	41,620	16,092,905
	5812	Signal Installation CW	293,785	0	0	0	0	0	0	293,785
		<b>Org Subtotal</b>	<b>6,663,460</b>	<b>2,641,610</b>	<b>1,760,000</b>	<b>1,760,000</b>	<b>1,760,000</b>	<b>1,760,000</b>	<b>41,620</b>	<b>16,386,690</b>
2723										
	1004	Traffic Signal Structure Insp	383,123	0	0	0	0	0	0	383,123
		<b>Org Subtotal</b>	<b>383,123</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>383,123</b>
2729										
	1002	Traffic Calming Program	56,241	0	0	0	0	0	0	56,241
	1004	Traffic Calming Program	489,916	363,387	260,000	260,000	260,000	260,000	0	1,893,303
		<b>Org Subtotal</b>	<b>546,157</b>	<b>363,387</b>	<b>260,000</b>	<b>260,000</b>	<b>260,000</b>	<b>260,000</b>	<b>0</b>	<b>1,949,544</b>
5088										
	1002	Roadway Signage Program	0	50,000	50,000	50,000	50,000	50,000	0	250,000
		<b>Org Subtotal</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>0</b>	<b>250,000</b>
5133										
	1004	Speed Radar Sign	228,938	750,748	500,000	500,000	500,000	500,000	0	2,979,686
		<b>Org Subtotal</b>	<b>228,938</b>	<b>750,748</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>0</b>	<b>2,979,686</b>
7361										
	7513	Computerized Signal System	5,092,916	0	0	0	0	0	0	5,092,916
	7514	Computerized Signal System	419,239	2,880,761	0	0	0	0	0	3,300,000
		<b>Org Subtotal</b>	<b>5,512,155</b>	<b>2,880,761</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,392,916</b>

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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
7362										
	7521	Adaptive Signal System	2,506,139	132,662	0	0	0	0	0	2,638,801
		<b>Org Subtotal</b>	<b>2,506,139</b>	<b>132,662</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,638,801</b>
		DIVISION SUBTOTAL	15,839,972	6,819,168	2,570,000	2,570,000	2,570,000	2,570,000	41,620	32,980,760
		DEPARTMENT TOTAL	568,916,550	168,332,694	118,554,091	125,625,928	99,241,394	95,942,458	295,234,451	1,471,847,566

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ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
<b>Utilities</b>										
Other										
1409										
	4420	Customer Info & Billing System	42,523,848	4,376,658	2,522,121	4,322,121	2,085,758	18,336,169	0	74,166,675
		<b>Org Subtotal</b>	<b>42,523,848</b>	<b>4,376,658</b>	<b>2,522,121</b>	<b>4,322,121</b>	<b>2,085,758</b>	<b>18,336,169</b>	<b>0</b>	<b>74,166,675</b>
1410										
	4420	Presidents Drive Ops Center	19,350,758	2,358,940	317,357	0	0	0	-145,000	21,882,055
		<b>Org Subtotal</b>	<b>19,350,758</b>	<b>2,358,940</b>	<b>317,357</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-145,000</b>	<b>21,882,055</b>
1499										
	4420	MIS Network/Work Order Sys	24,835,089	2,270,072	1,431,980	1,431,980	1,431,980	1,741,809	0	33,142,910
		<b>Org Subtotal</b>	<b>24,835,089</b>	<b>2,270,072</b>	<b>1,431,980</b>	<b>1,431,980</b>	<b>1,431,980</b>	<b>1,741,809</b>	<b>0</b>	<b>33,142,910</b>
1535										
	4420	GIS Migration	17,841,600	974,929	247,389	212,489	101,389	94,167	950,584	20,422,547
		<b>Org Subtotal</b>	<b>17,841,600</b>	<b>974,929</b>	<b>247,389</b>	<b>212,489</b>	<b>101,389</b>	<b>94,167</b>	<b>950,584</b>	<b>20,422,547</b>
1548										
	4420	Developer Projects	919,442	0	0	0	0	0	0	919,442
		<b>Org Subtotal</b>	<b>919,442</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>919,442</b>
1549										
	4420	Developer Projects	954,015	20,000	50,000	0	0	0	0	1,024,015
		<b>Org Subtotal</b>	<b>954,015</b>	<b>20,000</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,024,015</b>
1551										
	4420	Developer Built Projects	852,046	100,000	63,270	0	0	0	0	1,015,316
		<b>Org Subtotal</b>	<b>852,046</b>	<b>100,000</b>	<b>63,270</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,015,316</b>
1552										
	4420	Developer Built Projects	773,457	270,000	137,609	50,000	20,000	0	0	1,251,066
		<b>Org Subtotal</b>	<b>773,457</b>	<b>270,000</b>	<b>137,609</b>	<b>50,000</b>	<b>20,000</b>	<b>0</b>	<b>0</b>	<b>1,251,066</b>
1556										
	4420	Utilities Security Imp	174,885	525,411	175,000	150,000	150,000	202,201	0	1,377,497
		<b>Org Subtotal</b>	<b>174,885</b>	<b>525,411</b>	<b>175,000</b>	<b>150,000</b>	<b>150,000</b>	<b>202,201</b>	<b>0</b>	<b>1,377,497</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1560										
	4420	Developer Built Projects	347,399	250,000	190,000	150,000	75,000	40,000	867	1,053,266
		<b>Org Subtotal</b>	<b>347,399</b>	<b>250,000</b>	<b>190,000</b>	<b>150,000</b>	<b>75,000</b>	<b>40,000</b>	<b>867</b>	<b>1,053,266</b>
1561										
	4420	Developer Built Projects	20,080	350,000	300,000	250,000	200,000	100,000	54,920	1,275,000
		<b>Org Subtotal</b>	<b>20,080</b>	<b>350,000</b>	<b>300,000</b>	<b>250,000</b>	<b>200,000</b>	<b>100,000</b>	<b>54,920</b>	<b>1,275,000</b>
		<b>DIVISION SUBTOTAL</b>	<b>108,592,619</b>	<b>11,496,010</b>	<b>5,434,726</b>	<b>6,566,590</b>	<b>4,064,127</b>	<b>20,514,346</b>	<b>861,371</b>	<b>157,529,789</b>
Solid Waste										
1061										
	4410	Porter Modifications	1,114,939	657,003	4,429,167	3,052,722	0	0	0	9,253,831
		<b>Org Subtotal</b>	<b>1,114,939</b>	<b>657,003</b>	<b>4,429,167</b>	<b>3,052,722</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,253,831</b>
1065										
	4410	McLeod Rd TS Improvements	3,066,697	1,203,723	4,854,545	5,043,298	0	0	0	14,168,263
		<b>Org Subtotal</b>	<b>3,066,697</b>	<b>1,203,723</b>	<b>4,854,545</b>	<b>5,043,298</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,168,263</b>
1069										
	4410	Ldfill-Admin Bldg	1,366,683	241,036	946,678	0	0	0	0	2,554,397
		<b>Org Subtotal</b>	<b>1,366,683</b>	<b>241,036</b>	<b>946,678</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,554,397</b>
1081										
	4410	Cell AK Long-Term Care	0	150,411	0	0	0	0	0	150,411
		<b>Org Subtotal</b>	<b>0</b>	<b>150,411</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>150,411</b>
1083										
	4410	NW Transfer Station	2,536,456	80,440	7,097,222	7,422,338	0	0	0	17,136,456
		<b>Org Subtotal</b>	<b>2,536,456</b>	<b>80,440</b>	<b>7,097,222</b>	<b>7,422,338</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,136,456</b>
1086										
	4410	Cell 7B/8 Closure & LT Care	22,705,505	445,896	582,778	305,000	305,000	2,303,406	0	26,647,585
		<b>Org Subtotal</b>	<b>22,705,505</b>	<b>445,896</b>	<b>582,778</b>	<b>305,000</b>	<b>305,000</b>	<b>2,303,406</b>	<b>0</b>	<b>26,647,585</b>
1099										
	4410	Closure & LT Care Class III #1	15,663,816	180,493	180,000	180,000	180,000	249,945	0	16,634,254
		<b>Org Subtotal</b>	<b>15,663,816</b>	<b>180,493</b>	<b>180,000</b>	<b>180,000</b>	<b>180,000</b>	<b>249,945</b>	<b>0</b>	<b>16,634,254</b>



**PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET**

ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
1103										
	4410	Landfill Cell 10	30,658,992	225,000	5,793	0	0	0	0	30,889,785
		<b>Org Subtotal</b>	<b>30,658,992</b>	<b>225,000</b>	<b>5,793</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,889,785</b>
1104										
	4410	Materials Recovery Facility	117,545	0	0	0	0	0	0	117,545
		<b>Org Subtotal</b>	<b>117,545</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>117,545</b>
1106										
	4410	Class 3 Waste Disposal Cell 2	3,545,866	299,183	41,477	41,477	41,477	1,095,812	0	5,065,292
		<b>Org Subtotal</b>	<b>3,545,866</b>	<b>299,183</b>	<b>41,477</b>	<b>41,477</b>	<b>41,477</b>	<b>1,095,812</b>	<b>0</b>	<b>5,065,292</b>
1107										
	4410	Landfill Cell 11	300,000	579,200	8,043,817	27,564,800	2,794,240	1,577,943	0	40,860,000
		<b>Org Subtotal</b>	<b>300,000</b>	<b>579,200</b>	<b>8,043,817</b>	<b>27,564,800</b>	<b>2,794,240</b>	<b>1,577,943</b>	<b>0</b>	<b>40,860,000</b>
1109										
	4410	Closure & LT Care Landfill Cells 9-12	6,363,117	11,255,629	5,622,787	890,000	1,215,833	4,883,749	0	30,231,115
		<b>Org Subtotal</b>	<b>6,363,117</b>	<b>11,255,629</b>	<b>5,622,787</b>	<b>890,000</b>	<b>1,215,833</b>	<b>4,883,749</b>	<b>0</b>	<b>30,231,115</b>
		<b>DIVISION SUBTOTAL</b>	<b>87,439,615</b>	<b>15,318,014</b>	<b>31,804,264</b>	<b>44,499,635</b>	<b>4,536,550</b>	<b>10,110,855</b>	<b>0</b>	<b>193,708,933</b>
Water										
1448										
	4420	Wtr Dist Mods CW	15,235,654	1,272,111	2,155,821	0	0	0	0	18,663,586
		<b>Org Subtotal</b>	<b>15,235,654</b>	<b>1,272,111</b>	<b>2,155,821</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,663,586</b>
1450										
	4420	Eastern Water Trans Imp	18,311,806	5,355,233	3,177,206	3,781,225	3,816,820	0	0	34,442,290
		<b>Org Subtotal</b>	<b>18,311,806</b>	<b>5,355,233</b>	<b>3,177,206</b>	<b>3,781,225</b>	<b>3,816,820</b>	<b>0</b>	<b>0</b>	<b>34,442,290</b>
1453										
	4420	Transp Reloc Wtr CW	24,284,529	2,646,285	0	0	0	0	0	26,930,814
		<b>Org Subtotal</b>	<b>24,284,529</b>	<b>2,646,285</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26,930,814</b>
1463										
	4420	Western Water Trans Imp	7,879,247	115,000	23,817	0	9,477	10,523	252,000	8,290,064
		<b>Org Subtotal</b>	<b>7,879,247</b>	<b>115,000</b>	<b>23,817</b>	<b>0</b>	<b>9,477</b>	<b>10,523</b>	<b>252,000</b>	<b>8,290,064</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1474										
	4420	New Meter Installation	20,678,559	2,193,806	2,187,812	2,187,812	2,187,812	2,145,291	0	31,581,092
		<b>Org Subtotal</b>	<b>20,678,559</b>	<b>2,193,806</b>	<b>2,187,812</b>	<b>2,187,812</b>	<b>2,187,812</b>	<b>2,145,291</b>	<b>0</b>	<b>31,581,092</b>
1482										
	4420	Transportation Related Water	22,966,344	4,840,067	2,234,700	2,006,058	1,929,735	884,425	4,431,666	39,292,995
		<b>Org Subtotal</b>	<b>22,966,344</b>	<b>4,840,067</b>	<b>2,234,700</b>	<b>2,006,058</b>	<b>1,929,735</b>	<b>884,425</b>	<b>4,431,666</b>	<b>39,292,995</b>
1498										
	4420	Southern Reg Wellfield & Wtr Pl	60,146,588	3,124,971	5,027,325	0	0	0	0	68,298,884
		<b>Org Subtotal</b>	<b>60,146,588</b>	<b>3,124,971</b>	<b>5,027,325</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>68,298,884</b>
1506										
	4420	Horizons West Transmission Sys	14,843,777	1,004,060	1,605,972	334,583	334,583	301,000	467,218	18,891,193
		<b>Org Subtotal</b>	<b>14,843,777</b>	<b>1,004,060</b>	<b>1,605,972</b>	<b>334,583</b>	<b>334,583</b>	<b>301,000</b>	<b>467,218</b>	<b>18,891,193</b>
1508										
	4420	South Water Transmission Imp	21,508,538	3,516,828	726,118	413,719	5,658,896	5,850,723	863,740	38,538,562
	5847	South Water Transmission Imp	8,375,317	1,493,694	0	0	0	0	0	9,869,011
		<b>Org Subtotal</b>	<b>29,883,855</b>	<b>5,010,522</b>	<b>726,118</b>	<b>413,719</b>	<b>5,658,896</b>	<b>5,850,723</b>	<b>863,740</b>	<b>48,407,573</b>
1532										
	4420	W Reg Water Treat Fac Ph III	13,577,449	2,595,637	912,500	1,005,507	0	0	42,000	18,133,093
	5846	W Reg Water Treat Fac Ph III	3,700,681	67,720	0	0	0	0	0	3,768,401
		<b>Org Subtotal</b>	<b>17,278,130</b>	<b>2,663,357</b>	<b>912,500</b>	<b>1,005,507</b>	<b>0</b>	<b>0</b>	<b>42,000</b>	<b>21,901,494</b>
1533										
	4420	Water Renewal & Replacements	1,797,332	1,009,436	1,183,056	100,275	100,275	100,549	1,395,053	5,685,976
		<b>Org Subtotal</b>	<b>1,797,332</b>	<b>1,009,436</b>	<b>1,183,056</b>	<b>100,275</b>	<b>100,275</b>	<b>100,549</b>	<b>1,395,053</b>	<b>5,685,976</b>
1540										
	4420	Park Manor Water Systems Imp	3,664,689	5,000	0	0	0	0	0	3,669,689
		<b>Org Subtotal</b>	<b>3,664,689</b>	<b>5,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,669,689</b>
1544										
	4420	Water SCADA & Security Imp	5,042,191	87,840	87,600	87,600	87,600	193,645	0	5,586,476
		<b>Org Subtotal</b>	<b>5,042,191</b>	<b>87,840</b>	<b>87,600</b>	<b>87,600</b>	<b>87,600</b>	<b>193,645</b>	<b>0</b>	<b>5,586,476</b>

**PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET**

ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
1545										
	4420	Private Well Retrofit Program	143,648	5,011	9,996	4,998	4,998	5,011	0	173,662
		<b>Org Subtotal</b>	<b>143,648</b>	<b>5,011</b>	<b>9,996</b>	<b>4,998</b>	<b>4,998</b>	<b>5,011</b>	<b>0</b>	<b>173,662</b>
1550										
	4420	Alternate Regional Water Supply	4,935,581	182,553	155,683	309,518	309,518	298,109	14,209,810	20,400,772
		<b>Org Subtotal</b>	<b>4,935,581</b>	<b>182,553</b>	<b>155,683</b>	<b>309,518</b>	<b>309,518</b>	<b>298,109</b>	<b>14,209,810</b>	<b>20,400,772</b>
1553										
	4420	Water Distribution Mods 2	5,260,491	2,097,860	3,906,000	4,713,387	0	0	0	15,977,738
		<b>Org Subtotal</b>	<b>5,260,491</b>	<b>2,097,860</b>	<b>3,906,000</b>	<b>4,713,387</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,977,738</b>
1554										
	4420	Eastern Regional Wsf Phase 3	18,310,448	4,330,244	3,888,356	3,909,779	3,909,779	6,155,240	0	40,503,846
		<b>Org Subtotal</b>	<b>18,310,448</b>	<b>4,330,244</b>	<b>3,888,356</b>	<b>3,909,779</b>	<b>3,909,779</b>	<b>6,155,240</b>	<b>0</b>	<b>40,503,846</b>
1557										
	4420	Southwest Water Supply Facility	2,576,026	2,224,592	1,497,027	2,509,867	3,523,467	3,533,120	4,933,443	20,797,542
		<b>Org Subtotal</b>	<b>2,576,026</b>	<b>2,224,592</b>	<b>1,497,027</b>	<b>2,509,867</b>	<b>3,523,467</b>	<b>3,533,120</b>	<b>4,933,443</b>	<b>20,797,542</b>
1558										
	4420	Eastern Operations Building	124,631	915,570	896,970	4,405,625	6,045,313	6,296,027	0	18,684,136
		<b>Org Subtotal</b>	<b>124,631</b>	<b>915,570</b>	<b>896,970</b>	<b>4,405,625</b>	<b>6,045,313</b>	<b>6,296,027</b>	<b>0</b>	<b>18,684,136</b>
		<b>DIVISION SUBTOTAL</b>	<b>273,363,527</b>	<b>39,083,518</b>	<b>29,675,959</b>	<b>25,769,953</b>	<b>27,918,273</b>	<b>25,773,663</b>	<b>26,594,930</b>	<b>448,179,823</b>
Water Reclamation										
1411										
	4420	South Svc Area Effluent Reuse	46,600,476	1,381,246	3,687,201	3,942,977	677,895	305,330	2,354,639	58,949,764
	5844	South Svc Area Effluent Reuse	2,235,319	2,254,211	0	0	0	0	0	4,489,530
	8199	South Svc Area Effluent Reuse	2,508,604	159,387	0	0	0	0	0	2,667,991
		<b>Org Subtotal</b>	<b>51,344,399</b>	<b>3,794,844</b>	<b>3,687,201</b>	<b>3,942,977</b>	<b>677,895</b>	<b>305,330</b>	<b>2,354,639</b>	<b>66,107,285</b>
1416										
	4420	Pump Station Monitors CW	4,180,350	2,045,731	1,823,809	1,823,809	1,823,809	1,824,755	0	13,522,263
		<b>Org Subtotal</b>	<b>4,180,350</b>	<b>2,045,731</b>	<b>1,823,809</b>	<b>1,823,809</b>	<b>1,823,809</b>	<b>1,824,755</b>	<b>0</b>	<b>13,522,263</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1427										
	4420	Collect Rehab CW	20,144,900	2,980,938	2,025,227	1,076,802	0	0	0	26,227,867
	5841	Collect Rehab CW	1,700,740	0	0	0	0	0	0	1,700,740
	5842	Collect Rehab CW	2,814,818	0	0	0	0	0	0	2,814,818
	5845	Collect Rehab CW	1,907,617	0	0	0	0	0	0	1,907,617
		<b>Org Subtotal</b>	<b>26,568,075</b>	<b>2,980,938</b>	<b>2,025,227</b>	<b>1,076,802</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32,651,042</b>
1428										
	4420	Pumping Rehab/Replace	30,012,414	160,614	20,319	0	0	0	0	30,193,347
	5843	Pumping Rehab/Replace	3,616,040	226,537	0	0	0	0	0	3,842,577
		<b>Org Subtotal</b>	<b>33,628,454</b>	<b>387,151</b>	<b>20,319</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34,035,924</b>
1432										
	4420	Transp Reloc WW CW	17,421,784	2,022,749	0	0	0	0	0	19,444,533
		<b>Org Subtotal</b>	<b>17,421,784</b>	<b>2,022,749</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,444,533</b>
1435										
	4420	NW Subreg PH III	39,505,032	2,671,350	4,648,810	1,942,857	1,350,000	3,387,500	6,949,463	60,455,012
	7495	NW Subreg PH III	112,014	0	0	0	0	0	0	112,014
	8187	NW Subreg PH III	0	700,000	0	0	0	0	0	700,000
		<b>Org Subtotal</b>	<b>39,617,046</b>	<b>3,371,350</b>	<b>4,648,810</b>	<b>1,942,857</b>	<b>1,350,000</b>	<b>3,387,500</b>	<b>6,949,463</b>	<b>61,267,026</b>
1445										
	4420	SW Orange Effluent Disposal	18,946,454	1,018,561	964,000	2,068,333	2,068,333	2,074,000	1,715,659	28,855,340
		<b>Org Subtotal</b>	<b>18,946,454</b>	<b>1,018,561</b>	<b>964,000</b>	<b>2,068,333</b>	<b>2,068,333</b>	<b>2,074,000</b>	<b>1,715,659</b>	<b>28,855,340</b>
1469										
	4420	Iron Bridge Interlocal Agreement	10,424,244	168,343	502,906	596,028	376,067	188,047	0	12,255,635
		<b>Org Subtotal</b>	<b>10,424,244</b>	<b>168,343</b>	<b>502,906</b>	<b>596,028</b>	<b>376,067</b>	<b>188,047</b>	<b>0</b>	<b>12,255,635</b>
1483										
	4420	Eastern Wastewater Reuse	29,817,743	5,098,524	2,061,082	2,081,360	4,684,248	4,796,407	-45,000	48,494,364
		<b>Org Subtotal</b>	<b>29,817,743</b>	<b>5,098,524</b>	<b>2,061,082</b>	<b>2,081,360</b>	<b>4,684,248</b>	<b>4,796,407</b>	<b>-45,000</b>	<b>48,494,364</b>
1496										
	4420	Northwest Svc Area Reuse	24,438,075	345,000	0	0	0	0	-55,000	24,728,075
		<b>Org Subtotal</b>	<b>24,438,075</b>	<b>345,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-55,000</b>	<b>24,728,075</b>

**PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET**

<b>ORG</b>	<b>FUND</b>	<b>PROJECT NAME</b>	<b>PRIOR EXPENDITURES</b>	<b>PROPOSED BUDGET FY 15-16</b>	<b>PROPOSED BUDGET FY 16-17</b>	<b>PROPOSED BUDGET FY 17-18</b>	<b>PROPOSED BUDGET FY 18-19</b>	<b>PROPOSED BUDGET FY 19-20</b>	<b>PROPOSED BUDGET FUTURE</b>	<b>TOTAL PROJECT COST</b>
1500										
	4420	Collections Rehab	4,983,731	7,153,392	7,949,709	3,585,893	2,066,667	9,318,254	4,864,283	39,921,929
		<b>Org Subtotal</b>	<b>4,983,731</b>	<b>7,153,392</b>	<b>7,949,709</b>	<b>3,585,893</b>	<b>2,066,667</b>	<b>9,318,254</b>	<b>4,864,283</b>	<b>39,921,929</b>
1502										
	4420	Pumping Rehab II	37,209,367	1,133,540	732,225	814,384	832,475	1,078,209	3,868,970	45,669,170
	5843	Pumping Rehab II	2,499,945	31,057	0	0	0	0	0	2,531,002
		<b>Org Subtotal</b>	<b>39,709,312</b>	<b>1,164,597</b>	<b>732,225</b>	<b>814,384</b>	<b>832,475</b>	<b>1,078,209</b>	<b>3,868,970</b>	<b>48,200,172</b>
1503										
	4420	Pumping Rehab II	9,264,701	6,336,886	6,580,343	4,949,920	4,365,187	3,704,755	5,278,256	40,480,048
		<b>Org Subtotal</b>	<b>9,264,701</b>	<b>6,336,886</b>	<b>6,580,343</b>	<b>4,949,920</b>	<b>4,365,187</b>	<b>3,704,755</b>	<b>5,278,256</b>	<b>40,480,048</b>
1504										
	4420	Trans Related Wastewater	20,501,626	4,441,939	3,484,391	4,070,305	3,061,865	1,782,982	2,681,172	40,024,280
		<b>Org Subtotal</b>	<b>20,501,626</b>	<b>4,441,939</b>	<b>3,484,391</b>	<b>4,070,305</b>	<b>3,061,865</b>	<b>1,782,982</b>	<b>2,681,172</b>	<b>40,024,280</b>
1505										
	4420	Septic Tank Retrofit	14,784,572	59,898	1,099,999	1,060,999	4,999	565,664	0	17,576,131
	8153	Septic Tank Retrofit	25,559	324,442	0	0	0	0	0	350,001
		<b>Org Subtotal</b>	<b>14,810,131</b>	<b>384,340</b>	<b>1,099,999</b>	<b>1,060,999</b>	<b>4,999</b>	<b>565,664</b>	<b>0</b>	<b>17,926,132</b>
1507										
	4420	Horizons West Wastewater Sys	8,190,335	2,962,007	400,539	1,646,456	2,057,662	2,351,687	1,291,584	18,900,270
		<b>Org Subtotal</b>	<b>8,190,335</b>	<b>2,962,007</b>	<b>400,539</b>	<b>1,646,456</b>	<b>2,057,662</b>	<b>2,351,687</b>	<b>1,291,584</b>	<b>18,900,270</b>
1509										
	4420	Southern Wastewater Collect	17,176,991	475,756	163,311	746,290	686,574	855,296	775,046	20,879,264
		<b>Org Subtotal</b>	<b>17,176,991</b>	<b>475,756</b>	<b>163,311</b>	<b>746,290</b>	<b>686,574</b>	<b>855,296</b>	<b>775,046</b>	<b>20,879,264</b>
1510										
	4420	Eastern Wastewater Collect	16,612,000	2,796,244	1,244,485	1,447,667	1,206,539	4,271,437	-163,000	27,415,372
		<b>Org Subtotal</b>	<b>16,612,000</b>	<b>2,796,244</b>	<b>1,244,485</b>	<b>1,447,667</b>	<b>1,206,539</b>	<b>4,271,437</b>	<b>-163,000</b>	<b>27,415,372</b>
1511										
	4420	Northwest Wastewater Collect	4,784,803	530,663	569,731	0	0	0	0	5,885,197
		<b>Org Subtotal</b>	<b>4,784,803</b>	<b>530,663</b>	<b>569,731</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,885,197</b>

**PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET**

ORG	FUND	PROJECT NAME	PRIOR EXPENDITURES	PROPOSED BUDGET FY 15-16	PROPOSED BUDGET FY 16-17	PROPOSED BUDGET FY 17-18	PROPOSED BUDGET FY 18-19	PROPOSED BUDGET FY 19-20	PROPOSED BUDGET FUTURE	TOTAL PROJECT COST
1536										
	4420	Capital Reuse Meter Install	3,314,664	605,254	937,085	937,085	937,085	934,628	858,390	8,524,191
		<b>Org Subtotal</b>	<b>3,314,664</b>	<b>605,254</b>	<b>937,085</b>	<b>937,085</b>	<b>937,085</b>	<b>934,628</b>	<b>858,390</b>	<b>8,524,191</b>
1538										
	4420	Easter Wtr Reclamation Exp	47,499,596	4,299,586	1,542,361	1,267,361	1,467,361	1,270,833	42,694,673	100,041,771
	5848	Easter Wtr Reclamation Exp	2,413,154	51,704,589	0	0	0	0	0	54,117,743
	7495	Easter Wtr Reclamation Exp	476,374	0	0	0	0	0	0	476,374
	8154	Easter Wtr Reclamation Exp	500,000	0	0	0	0	0	0	500,000
		<b>Org Subtotal</b>	<b>50,889,124</b>	<b>56,004,175</b>	<b>1,542,361</b>	<b>1,267,361</b>	<b>1,467,361</b>	<b>1,270,833</b>	<b>42,694,673</b>	<b>155,135,888</b>
1539										
	4420	Force Main Rehab	11,673,760	2,079,355	754,152	0	0	544,521	155,479	15,207,267
	8199	Force Main Rehab	3,728,744	285,394	0	0	0	0	0	4,014,138
		<b>Org Subtotal</b>	<b>15,402,504</b>	<b>2,364,749</b>	<b>754,152</b>	<b>0</b>	<b>0</b>	<b>544,521</b>	<b>155,479</b>	<b>19,221,405</b>
1541										
	4420	Park Manor Wastewater Sys	3,820,560	5,000	0	0	0	0	0	3,825,560
		<b>Org Subtotal</b>	<b>3,820,560</b>	<b>5,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,825,560</b>
1542										
	4420	Southwest Svc Area Reuse	4,521,769	1,329,535	783,937	178,829	198,837	152,500	1,490,989	8,656,396
		<b>Org Subtotal</b>	<b>4,521,769</b>	<b>1,329,535</b>	<b>783,937</b>	<b>178,829</b>	<b>198,837</b>	<b>152,500</b>	<b>1,490,989</b>	<b>8,656,396</b>
1555										
	4420	South WRF Ph V	16,509,681	20,888,154	29,581,951	29,624,402	21,676,998	3,660,000	46,586,890	168,528,076
		<b>Org Subtotal</b>	<b>16,509,681</b>	<b>20,888,154</b>	<b>29,581,951</b>	<b>29,624,402</b>	<b>21,676,998</b>	<b>3,660,000</b>	<b>46,586,890</b>	<b>168,528,076</b>
1559										
	4420	Pumping Rehab IV	882,333	3,113,107	5,390,380	6,289,985	4,183,959	3,143,515	2,502,128	25,505,407
		<b>Org Subtotal</b>	<b>882,333</b>	<b>3,113,107</b>	<b>5,390,380</b>	<b>6,289,985</b>	<b>4,183,959</b>	<b>3,143,515</b>	<b>2,502,128</b>	<b>25,505,407</b>
1570										
	4420	WW Pumping Rehab Phase V	0	100	35,667	233,568	233,536	360,773	796,457	1,660,101
		<b>Org Subtotal</b>	<b>0</b>	<b>100</b>	<b>35,667</b>	<b>233,568</b>	<b>233,536</b>	<b>360,773</b>	<b>796,457</b>	<b>1,660,101</b>

*PROPOSED CIP - BY DEPARTMENT / DIVISION  
FY 2015/16 - FY 2019/20 BUDGET*

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>PROPOSED BUDGET FY 15-16</i>	<i>PROPOSED BUDGET FY 16-17</i>	<i>PROPOSED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1571										
	4420	Gravity Main Improvements	0	1,760,000	1,825,000	1,825,000	1,825,000	1,765,000	0	9,000,000
		<i>Org Subtotal</i>	0	1,760,000	1,825,000	1,825,000	1,825,000	1,765,000	0	9,000,000
1572										
	4420	Pump Station Improvements	0	2,080,851	1,774,306	1,774,306	1,774,306	1,346,232	0	8,750,001
		<i>Org Subtotal</i>	0	2,080,851	1,774,306	1,774,306	1,774,306	1,346,232	0	8,750,001
1573										
	4420	Reclaimed Main Improvements	0	586,667	608,333	608,333	608,333	588,333	0	2,999,999
		<i>Org Subtotal</i>	0	586,667	608,333	608,333	608,333	588,333	0	2,999,999
1574										
	4420	Force Main Improvements	0	1,124,444	1,165,972	1,165,972	1,165,972	1,127,639	0	5,749,999
		<i>Org Subtotal</i>	0	1,124,444	1,165,972	1,165,972	1,165,972	1,127,639	0	5,749,999
1575										
	4420	Water Main Improvements	0	586,667	608,333	608,333	608,333	588,333	0	2,999,999
		<i>Org Subtotal</i>	0	586,667	608,333	608,333	608,333	588,333	0	2,999,999
		DIVISION SUBTOTAL	487,760,888	137,927,718	82,965,564	76,367,254	59,942,040	51,986,630	124,601,078	1,021,551,172
		DEPARTMENT TOTAL	957,156,649	203,825,260	149,880,513	153,203,432	96,460,990	108,385,494	152,057,379	1,820,969,717
GRAND TOTAL			1,830,762,897	579,474,668	373,777,999	346,002,663	259,325,684	254,013,833	461,095,220	4,104,452,964



Interoffice Memorandum

DATE: January 26, 2016

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners (BCC)

FROM: Joseph C. Kunkel, P.E., Deputy Director, Public Works Department 

SUBJECT: PETITION TO VACATE PTV-15-10-021 – Brooks Stickler, of  
Kimley-Horn and Associates, Inc., on behalf of U.S. Bank National  
Association, Trustee of the Anheuser-Busch Foundation

**Reason For Vacation**

The petitioner requests that Orange County vacate a portion of a 10 ft wide utility easement, containing approximately 0.070 acres. The easement is located within the subject property and is currently not being used for utilities purposes. The petitioner wishes to vacate in order to allow for future development.

**Location of Property/Legal Description**

The property lies west of Westwood Boulevard and south of Central Florida Parkway. Public interest was created per the plat of Orangewood Neighborhood-2, as recorded in Plat Book 17, Page 81, of the Public Records of Orange County, Florida. The site address is 6901 Westwood Boulevard and it lies in District 1.

**Statement of No Objection**

The Real Estate Management and Environmental Protection Divisions have consented to the request. All utility providers have also consented. The petitioner owns all property surrounding the area requested for vacation; therefore letters of no objection from abutting property owners were not required. The Relationship Disclosure and Specific Expenditure forms have been submitted.

**Staff Findings**

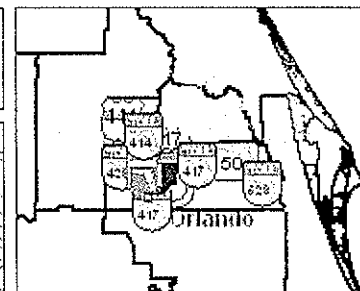
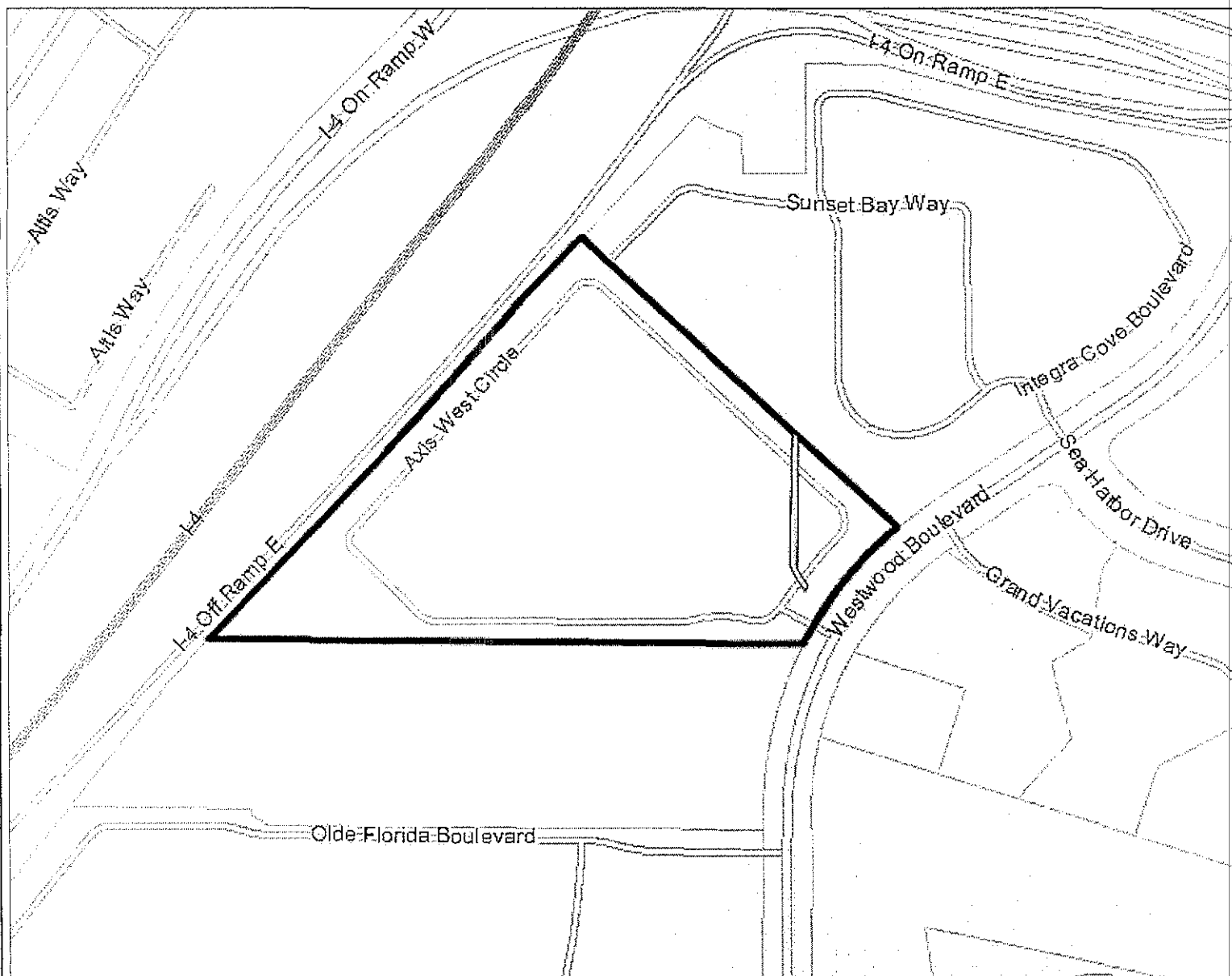
There appears to be no visible improvements within the easement requested for vacation.

**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-15-10-021 – DISTRICT 1**

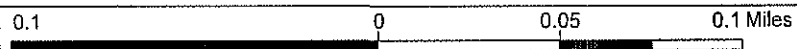




**Legend**

-  Petitioner's property
-  Portion of 10 ft wide utility easement to be vacated

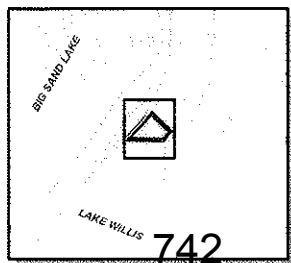
1: 3,329



**Notes**



Küçera International, Inc.



**PTV # 15-10-021**

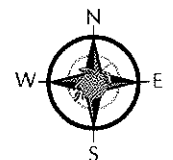
**Brooks Stickler, of Kimley-Horn and Associates, Inc.,  
on behalf of U.S. Bank National Association,  
Trustee of the Anheuser-Busch Foundation**



Subject Property



Portion of Utility Easement to be Vacated



0 90 180  
Feet  
1 in = 180 ft

DATE: January 26, 2016

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners (BCC)

FROM: Joseph C. Kunkel, P.E., Deputy Director, Public Works Department 

SUBJECT: **PETITION TO VACATE PTV-15-06-019 – David Wiercinski II, on behalf of Joseph Bathalter and Frank Trytek**

**Reason For Vacation**

The petitioner requests that Orange County vacate a portion of an unopened and unimproved 50 ft wide right-of-way known as Piney Road containing approximately 0.413 acres. Mr. Joseph Bathalter and Mr. Frank Trytek are joining in this petition as abutting property owners. The petitioners wish to vacate in order to add the unused right-of-way to their properties.

**Location of Property/Legal Description**

The property lies west of Dr. Phillips Boulevard and south of Conroy Windermere Road. Public interest was created per the plat of Windermere Heights, Second Section, as recorded in Plat Book 'M', Page 6, of the Public Records of Orange County, Florida. The parcel addresses are 4978 Washington Avenue and 8400 Piney Road. The third parcel is unaddressed and they all lie in District 1.

**Statement of No Objection**

The Real Estate Management, Engineering, Transportation Planning, Roads and Drainage and Environmental Protection Divisions have consented to the request. All utility providers have also consented. The Relationship Disclosure and Specific Expenditure forms have been submitted.

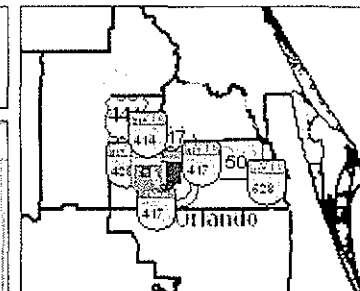
**Staff Findings**

There appears to be a concrete slab, a utility shed and a fence within the northern half of the portion of right-of-way requested for vacation.



**Staff Recommendations**

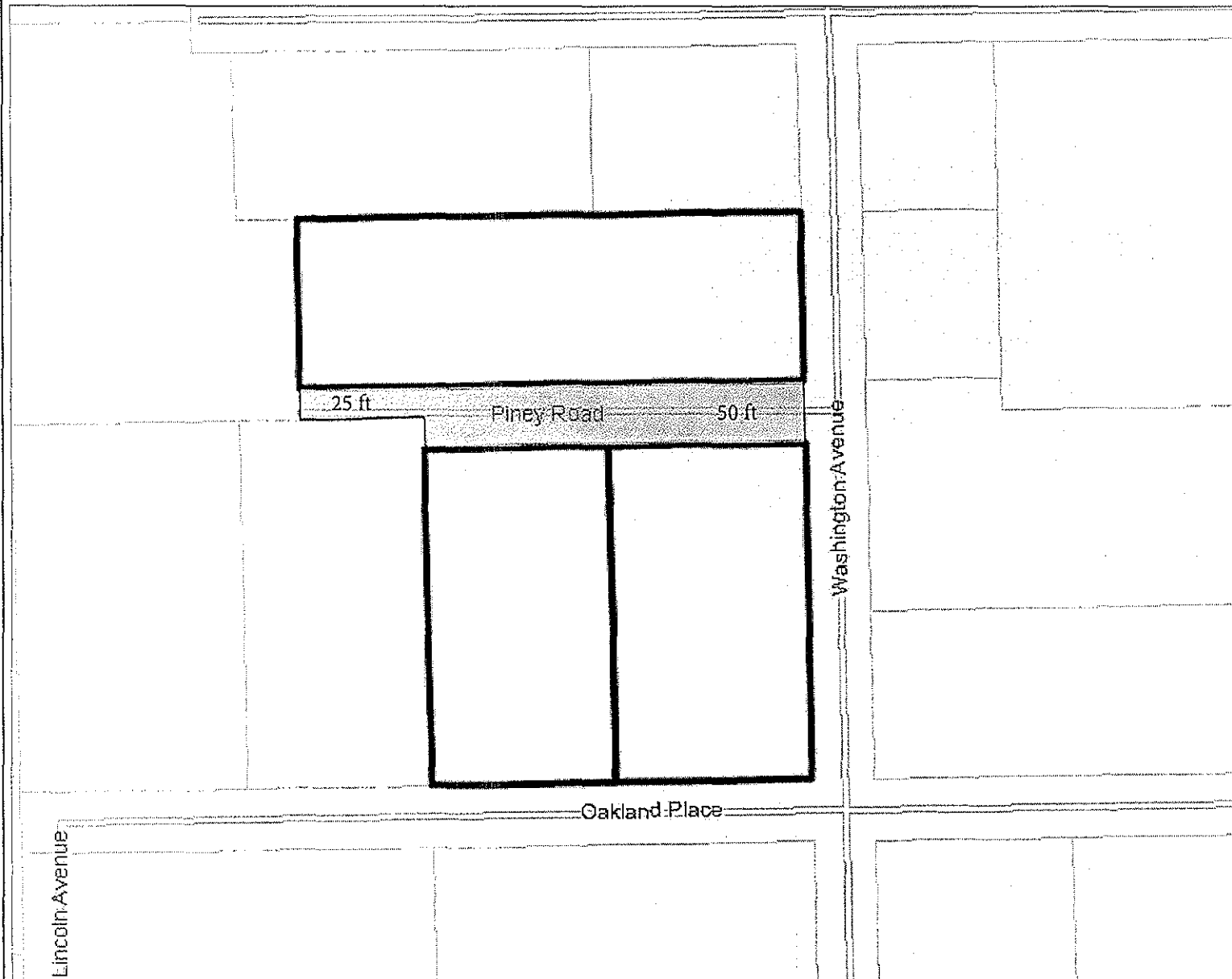
Approval of this request will have no adverse effect on Orange County. Staff has no objection to this request.

**ACTION REQUESTED: APPROVAL OF PTV-15-06-019 – DISTRICT 1**



Legend

-  Petitioner's property
-  Portion of right-of-way to be vacated



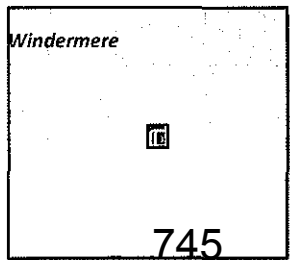
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0.0 0 0.02 0.0 Miles

Notes



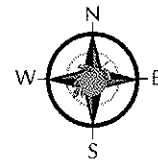


**PTV # 15-06-019**  
**David Wiercinski II, on behalf of**  
**Joseph Bathalter and Frank Trytek**



Subject Property

Portion of Right-of-Way to be Vacated



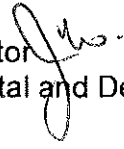
0 35 70  
 Feet  
 1 in = 70 ft

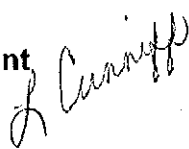


## Interoffice Memorandum

January 6, 2016

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

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

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

**SUBJECT:** January 26, 2016 – Public Hearing  
Shoreline Alteration/Dredge and Fill Permit Application for  
D.R. Horton, Inc. (SADF-15-07-010)

The applicant, D.R. Horton, Inc., is requesting a Shoreline Alteration/Dredge and Fill (SADF) Permit in order to dredge 0.2 acre of existing canal bottom and 0.3 acre of adjacent uplands in order to enhance an existing connection from the property to the Fish-Pocket Canal. The proposed project is located in Orange County Commission District 1. The Parcel ID(s) for the property are: 09-24-28-0580-00-040, 09-24-28-0580-00-002, and 09-24-28-0580-00-030.

Notification of the public hearing was sent by certified mail on December 30, 2015 to all property owners within 500 feet of the project site.

A dead-end canal forms the southern property boundary of the Bella Isles Subdivision (owned by D.R. Horton, Inc.). The canal connects to the Fish-Pocket Canal, part of the Butler Chain of Lakes. The applicant proposes to perform the dredging by using an extended boom track hoe from the upland areas along the north side of the canal and within the property. Dredged material will be temporarily stockpiled and contained in the uplands.

A "Sediment and Erosion Control Plan" and a "Water Quality Monitoring Plan" will be implemented before, during, and after construction. Sediment and erosion control will be managed through installation of a double floating turbidity curtain tethered to the uplands and staked along the waterward limits of the property to isolate the work area from the surrounding canal. Proper sedimentation and erosion control measures will be used to

Page Two

January 26, 2016 – Public Hearing

Shoreline Alteration/Dredge and Fill Permit Application for D.R. Horton, Inc. (SADF-15-07-010)

prevent sedimentation and erosion from entering the canal from the uplands. The dredged material will be stockpiled and contained further upland, behind additional silt fencing, until utilized on site or transported to an approved location.

Water quality sampling will be implemented to monitor the background water quality conditions prior to start of construction, as well as, the work area water quality conditions during the dredging operation. The Sediment and Erosion Control Plan and the Water Quality Monitoring Plan will be included as exhibits to the permit.

Pursuant to Orange County Code, Chapter 33, Article IV, Environmental Protection Division (EPD) staff has evaluated the proposed Shoreline Alteration/Dredge and Fill application and required documents.

#### **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 plans created by PE Group, LLC, dated received on December 3, 2015, by the Environmental Protection Division (EPD).
3. The permitted work must be commenced within six (6) months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within six (6) months or completed within a year this permit is void.
4. Any permit time extensions for the approved construction may be approved by way of Consent Agenda, if there are no changes.
5. No filling is approved with this permit.
6. All dredged materials must be removed to a contained upland location (behind silt fencing) until utilized on site, or removed to an approved landfill.

7. Side slopes of the reconfigured canal must be stabilized with sod within 7 days of completion of final contours to minimize erosion into the canal.
8. Within 30 days of completion of the permitted activities, an as-built survey of the area is required to be submitted to EPD for review and a subsequent inspection will be conducted by EPD to confirm compliance with the permit specifications.
9. 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. The site-specific "Sediment and Erosion Control Plan" (attached) shall be implemented prior to start of construction. The sediment and erosion control methods shall be updated and continually monitored during the construction activities and after completion until the area has become stabilized.
10. The permittee shall monitor water quality conditions before, during, and after the dredging activities with sampling frequencies and parameters as identified in the attached Water Quality Monitoring Plan dated received by EPD on December 1, 2015, from Bio-tech Consulting. In addition: a) samples are to be collected at a minimum of three locations as identified in the plan and documented by GPS; b) depth of the collection shall be at 0.5 meters; c) laboratory analyses shall be completed by a NELAC certified lab; d) field measured conditions calibration error allowances shall be that as listed in FDEP SOP FT 10000.
11. A baseline monitoring report that clearly shows water quality conditions prior to dredging activity must be submitted to EPD a minimum of 48 hours prior to the start of 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; and results of the initial sampling and discussion.
12. The permittee is required to submit weekly monitoring reports to EPD. Each report needs 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 State Water quality standards; fish and wildlife observations; results; and discussion. If at any time the 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.



13. 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 pre-construction water quality conditions as listed in Florida Administrative Code (FAC) 62-302. The Fish-Pocket Canal is considered part of the Butler Chain of Lakes Outstanding Florida Waters and therefore, as required by FAC 62-302.700, no degradation is allowed within that adjacent resource.
14. 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.
15. After approved by OC Zoning, the certified site plans will need to be reviewed by the OC Building Division in order to obtain a building permit. For further information, please contact the OC Division of Building Safety at (407) 836-5550.

General Conditions

16. 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.
17. 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.
18. 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.
19. 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.

20. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to complete the dredging activity permitted herein and any such dredging is done at the sole risk of the permittee. In the event that any part of activity 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 restore the 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.
21. 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 33, Article IV 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.
22. 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.
23. 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.
24. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate.
25. 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.

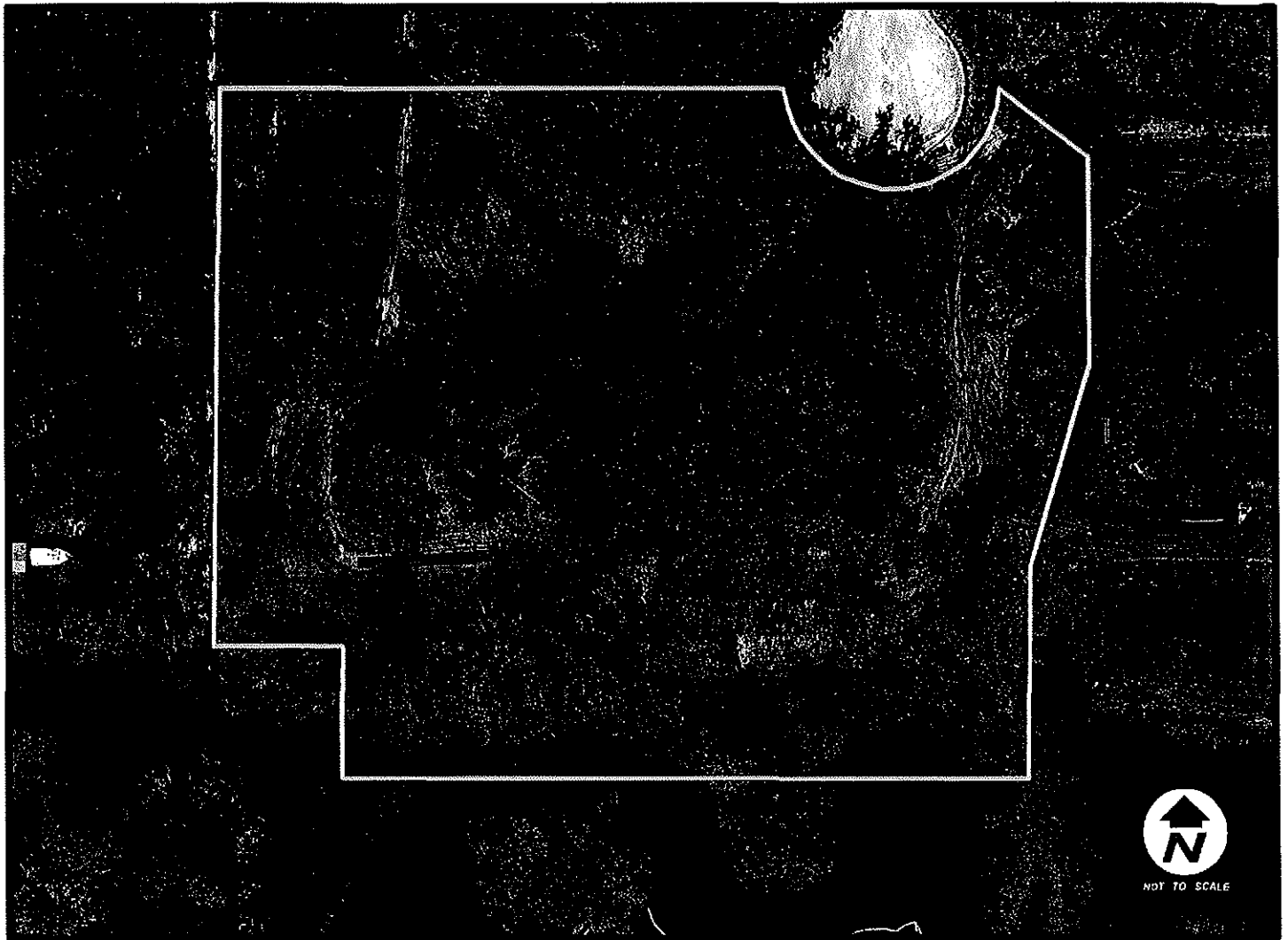
26. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
27. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
28. 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.
29. Pursuant to Section 125.022, Florida Statutes, issuance of this permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
30. 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-15-07-010) for the applicant DR Horton, Inc., subject to the conditions listed in the staff report. District 1

JVW/LC: mg

Attachments

# Shoreline Alteration/Dredge & Fill Permit Request

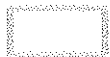


## Shoreline Alteration/Dredge & Fill Permit Request District #1

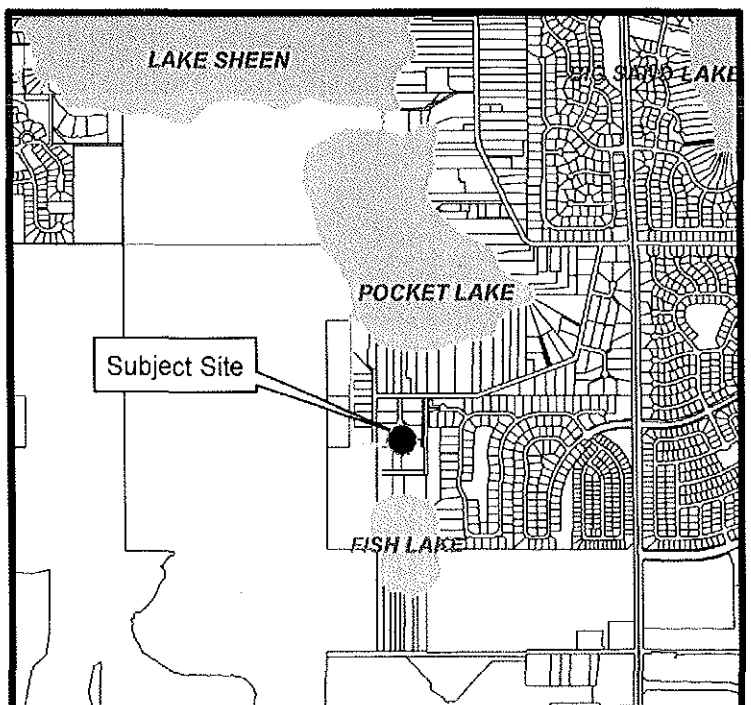
**Applicant :** DR Horton, Inc.

**Parcel IDs:** 09-24-28-0580-00-002;  
09-24-28-0580-00-030; &  
09-24-28-0580-00-040

**Project Site**



**Property Location**





PE Group, LLC  
©2015 ALL RIGHTS RESERVED  
1514 north palm avenue  
water land, florida 33739  
tel: (407) 456-1025  
email: bob@pe-group.com  
Certificate of Authorization 15407

7

NO ACTIVITY/DREDGING/REGRADE  
MAY OCCUR BEYOND P.L. (TYP)

POCKET LAKE  
NHW EL 98.48  
OVERFLOW EL 94.38  
HISTORIC LOW EL 93.30 (1981)  
HISTORIC MAX EL 100.37 (2003)

FISH LAKE  
NHW EL 96.51  
OVERFLOW EL 93.21  
HISTORIC LOW EL 94.30 (1981)  
HISTORIC MAX EL 100.76 (1960)

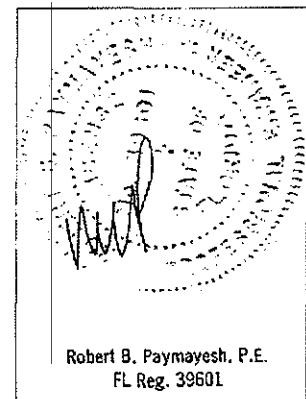
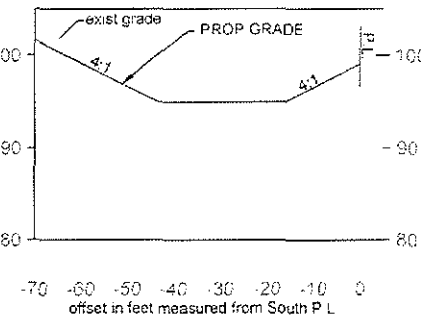
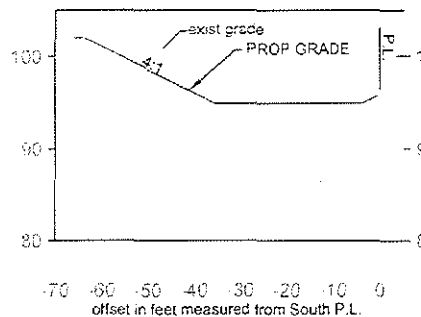
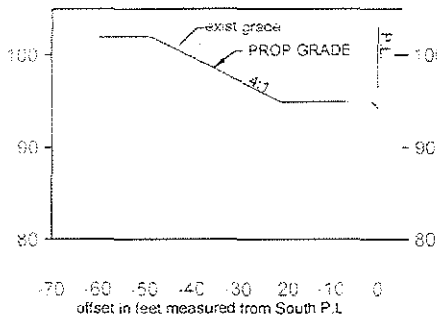
TOB EXIST POND

SHADED AREA REPRESENTS  
BOTTOM OF PROPOSED CANAL  
@ EL 95.00

0+50.00

1+50.00

2+00.00



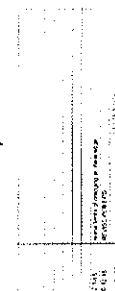
prepared by Robert B. Paymayesh, P.E.  
FL REG. # 39601  
FOR PERMITTING ONLY

canal dredging plan

BELLA ISLES



PE Group, LLC  
©2015 ALL RIGHTS RESERVED  
1976 north park avenue  
mckinney, texas 75069  
409.400.9999  
www.bellapegroup.com  
Certificate of Registration # 0407



canal dredging plan  
BELLA ISLES

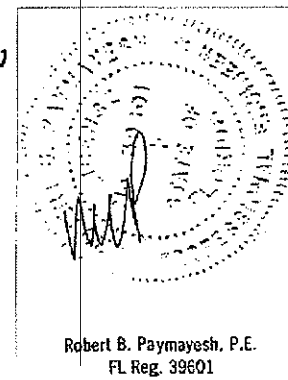
DATE: 0-20-15  
SCALE: 1" = 50'

rbp  
rbp

1 of 1

--- Approx. Existing  
Top of Bank  
--- Proposed  
Top of Bank  
APPROX. NHWE  
EXCAVATION  
ABOVE NHWE  
EXCAVATION  
BELOW NHWE

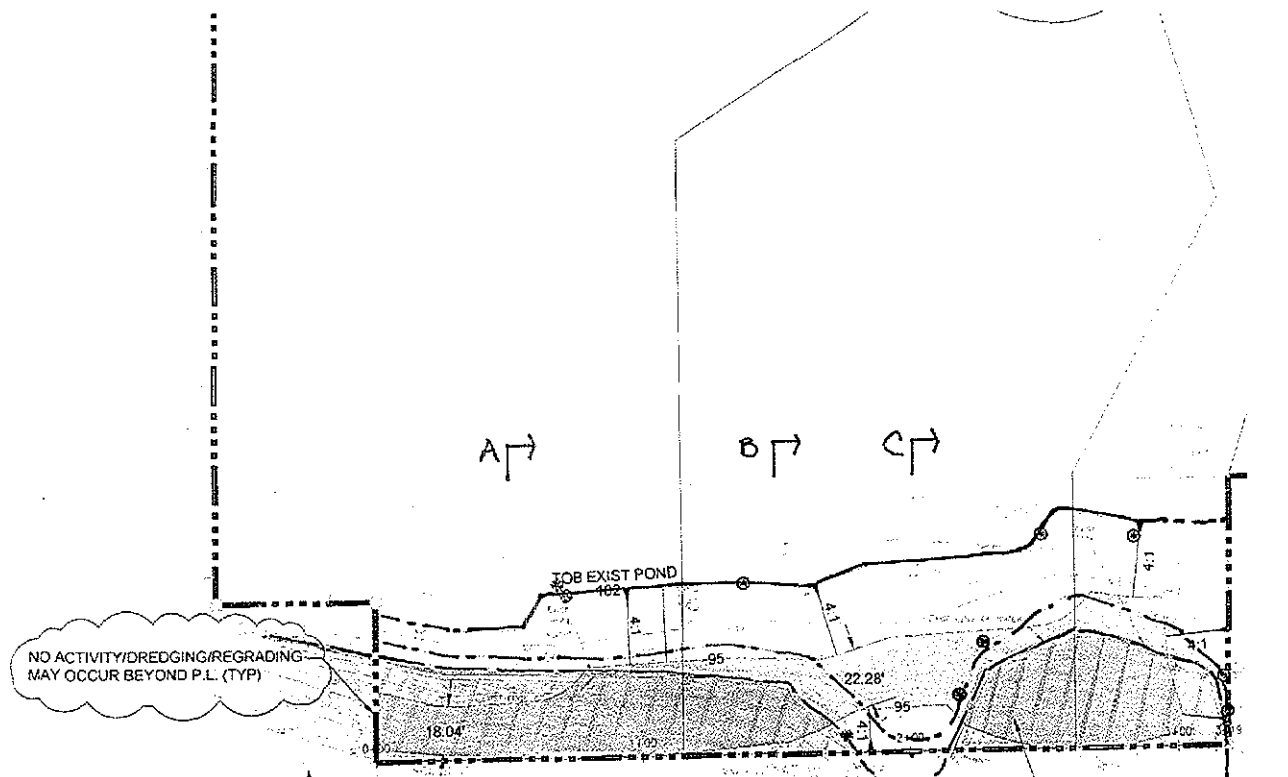
NHWE  
EXCAVATION



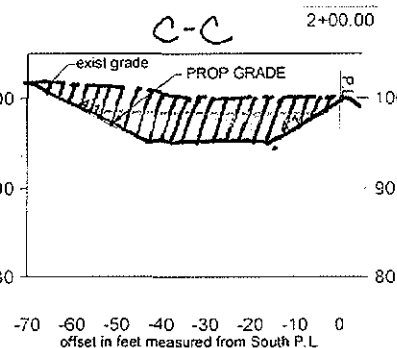
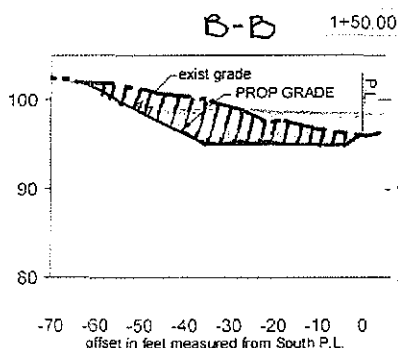
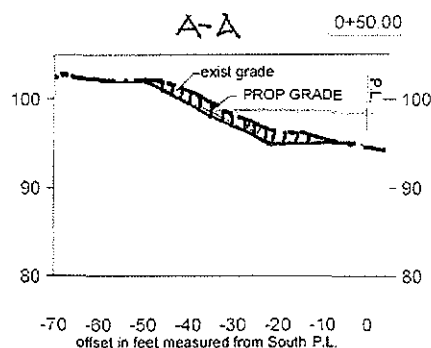
Robert B. Paymayesh, P.E.  
FL Reg. 39601

prepared by: 12-1-15  
Robert B. Paymayesh, PE  
FL REG # 39601

FOR PERMITTING ONLY



POCKET LAKE:  
NHWE EL 98.48  
OVERFLOW EL 94.38  
HISTORIC LOW EL 93.30 (1981)  
HISTORIC MAX EL 100.37 (2003)  
FISH LAKE:  
NHWE EL 98.51  
OVERFLOW EL 98.21  
HISTORIC LOW EL 94.30 (1981)  
HISTORIC MAX EL 100.76 (1960)





## Interoffice Memorandum

DATE: January 11, 2016

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

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

CONTACT PERSON: **John Smogor, Chairman**  
**Development Review Committee**  
**Planning Division**  
**(407) 836-5616**

SUBJECT: January 26, 2016 – Public Hearing  
Applicant: John Townsend, Donald W. McIntosh Associates,  
Inc.  
Orangewood Neighborhood 1 PD / Westwood at  
Orangewood PSP - Substantial Change Case # CDR-15-06-  
177

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of October 21, 2015, to approve a substantial change to the Orangewood Neighborhood 1 PD / Westwood at Orangewood Preliminary Subdivision Plan to add the existing 74,575 square foot Central Florida Behavioral Hospital and a proposed 25,363 square foot addition into the PSP.

The application for this request is subject to the requirements of Section 2-354(b), Orange County Code and Section 2.20, Orange County Administrative Regulations, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

**ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan (CP) and approve the Orangewood Neighborhood 1 PD / Westwood at Orangewood Preliminary Subdivision Plan (PSP) dated "Received September 22, 2015", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

JVW/JS/lme  
Attachments

**CASE # CDR-15-06-177**

Commission District # 1

**1. REQUEST**

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of October 21, 2015, to approve a substantial change to the Orangewood Neighborhood 1 PD / Westwood at Orangewood Preliminary Subdivision Plan to add the existing 74,575 square foot Central Florida Behavioral Hospital and a proposed 25,363 square foot addition into the PSP.

**2. PROJECT ANALYSIS**

- A. Location: Northwest corner of Central Florida Parkway and Sea Harbor Drive
- B. Parcel IDs: 12-24-28-0000-00-028 (*affected parcel only*)
- C. Total Acres: 7.14 (*affected parcel only*)
- D. Water Supply: Orange County Utilities
- E. Sewer System: Orange County Utilities
- F. Schools: N/A
- G. School Population: N/A
- H. Parks: N/A
- I. Proposed Uses: 74,575 Square Foot Behavioral Hospital (*existing*)  
25,363 Square Foot Addition (*proposed*)
- J. Site Data: Maximum Building Height: 60' (1-story)  
Building Setbacks:
  - 60' Central Florida Parkway
  - 40' Sea Harbor Drive
  - 40' Academic Drive
  - 20' Adjacent Drive
  - 5' Rear Property Line
- K. Fire Station: 54 – 6500 Central Florida Parkway
- L. Transportation: Based on the Concurrency Management System database dated 08-05-15 there is one failing roadway segment within a one mile radius of this project. Turkey Lake Road from the Central Florida Parkway to Sand Lake Commons Boulevard is currently operating at level of service F. This information is



dated and subject to change. A traffic study will be required prior to construction plan submittal.

This parcel is part of the County's International Drive Activity Center. Per Policies ID1.2.15 and ID2.2.2, right of way for a 15-foot transit easement and a separate 20-foot landscape, pedestrian and utility easement is required from this project for future roadway improvements. The applicant shall coordinate the road agreement process for the conveyance of right of way with the Road Agreement Committee prior to development plan approval.

### 3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) designation of ACMU (Activity Center Mixed Use). The Orangewood PD pre-dates the 1991 CP adoption and is consistent with the Comprehensive Plan per Policy FLU8.1.5.

### 4. ZONING

PD (Planned Development District)

### 5. REQUESTED ACTION:

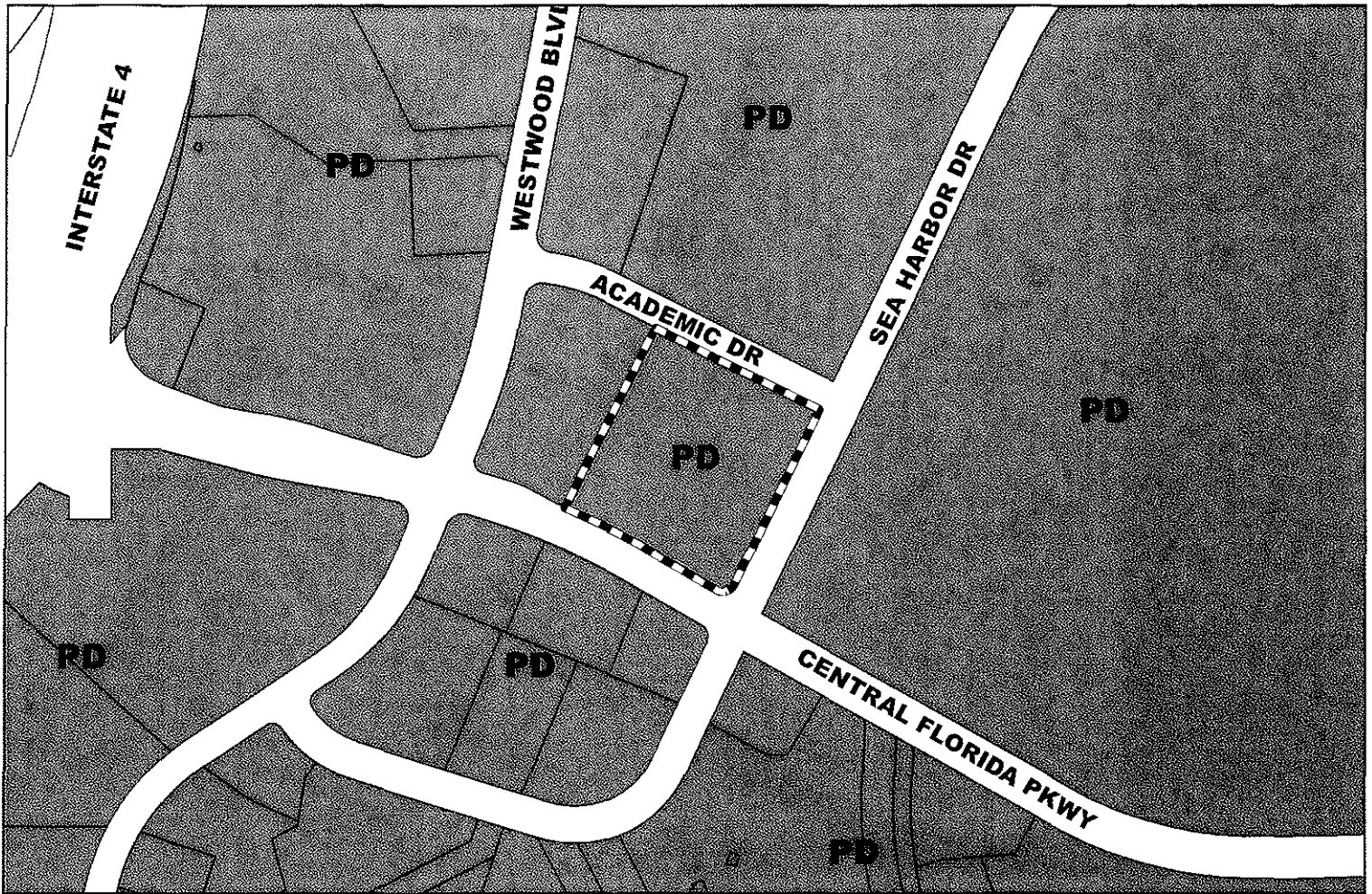
Approval subject to the following conditions:

1. Development shall conform to the Orangewood PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Neighborhood 1 - Westwood at Orangewood Preliminary Subdivision Plan dated "Received September 22, 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 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

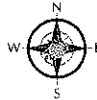
development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.

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. 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.
5. No vertical permit will be issued until the functionality of the proposed underground stormwater system has been adequately demonstrated.
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. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated September 11, 1979, shall apply:
  - a. Average Daily Traffic generated by all development in Westwood shall be limited to 22,096.
  - b. Uses shall be limited to uses permitted in the C-1, C-2, and P-O Districts provided that the Development Review Committee shall review for compatibility with tourist commercial development and use permitted within said districts determined by the Zoning Director to be incompatible or any other use proposed by the developer. Said determination of the Development Review Committee shall be subject to review by the Board.
  - c. The original PD plan for the Westwood area (Neighborhood 1) provided 84 acres of open space. A minimum of 44.5 acres of open space shall be

- provided by the developer within the Westwood area. The remaining 39.5 acres of open space (equaling the 84 acres originally provided) shall be provided in Neighborhood #2 as park area through the development of the remaining land owned by Florida Land Company in the Orangewood PD. The location of this acreage must be identified before final 90 acres of the Westwood project area are processed for final development approval.
- d. Provision of adequate fire protection in accordance with the Subdivision Regulations. No structure over three stories high shall be constructed unless and until aerial fire protection equipment and personnel are available to the Taft Fire Control District to serve the proposed high-rise development.
  - e. Orange County will have no operation and maintenance responsibilities for either on or off-site retention. The County's responsibility will be limited to those closed drainage systems with the County dedicated right of way and any systems serving runoff from any roadway systems.
  - f. The Valencia Drainage District and/or individual site owners will be responsible for the construction, operation and maintenance of all stormwater management systems other than those described in (7) above.
  - g. A culvert system shall be installed along Westwood Boulevard for drainage with treatment of the first inch of runoff on each development site outside of the Westwood Boulevard right of way. The design and installation of the drainage system shall be subject to the approval of the Public Works and Pollution Control Directors and shall conform to County standards. All utility poles and sign structures shall be located so they do not interfere with the normal maintenance of the drainage system.



Subject Property



Subject Property

## Zoning

**ZONING:** PD (Planned Development)  
(Orangewood N1 PD)

**APPLICANT:** John Townsend  
Donald W. McIntosh Associates, Inc.

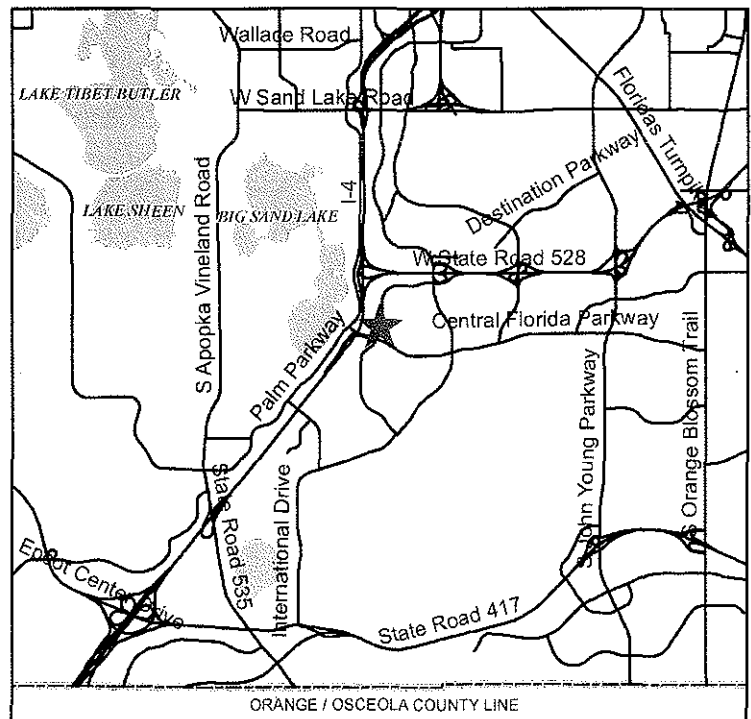
**LOCATION:** Northwest corner of Central Florida  
Parkway and Sea Harbor Drive

**TRACT SIZE:** 7.14 acres

**DISTRICT:** #1

**S/T/R:** 12/24/28

1 inch = 500 feet



## SITE DATA

PROJECT AREA: 311,171 SF = 7.14 ACRES

PROJECT ADDRESS: 6601 CENTRAL FLORIDA PARKWAY, ORLANDO, FL 32821

PARCEL ID: 12-24-28-0000-00-028

BUILDING SUMMARY:

EXISTING BUILDING #1	52,430 SF
EXISTING BUILDING #2	22,145 SF
<u>PROPOSED BUILDING</u>	<u>25,363 SF</u>
TOTAL BUILDING AREA (GROSS FLOOR AREA):	99,938 SF

FAR: PROPOSED = 0.321

BUILDING HEIGHT:

MAXIMUM ALLOWABLE:	60'
PROPOSED HEIGHT:	26', SINGLE STORY

BUILDING SETBACKS (TOURIST COMMERCIAL):

CENTRAL FLORIDA PARKWAY:	60 FT
SEA HARBOR BLVD:	40 FT
ACADEMIC DRIVE:	40 FT
ADJACENT PROPERTY:	20 FT

PARKING SETBACKS:

CENTRAL FLORIDA PARKWAY:	25 FT
SEA HARBOR BLVD:	20 FT
ACADEMIC DRIVE:	20 FT
REAR PROPERTY LINE:	5 FT

SURROUNDING ZONING:

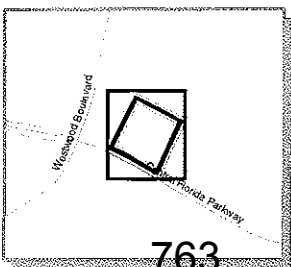
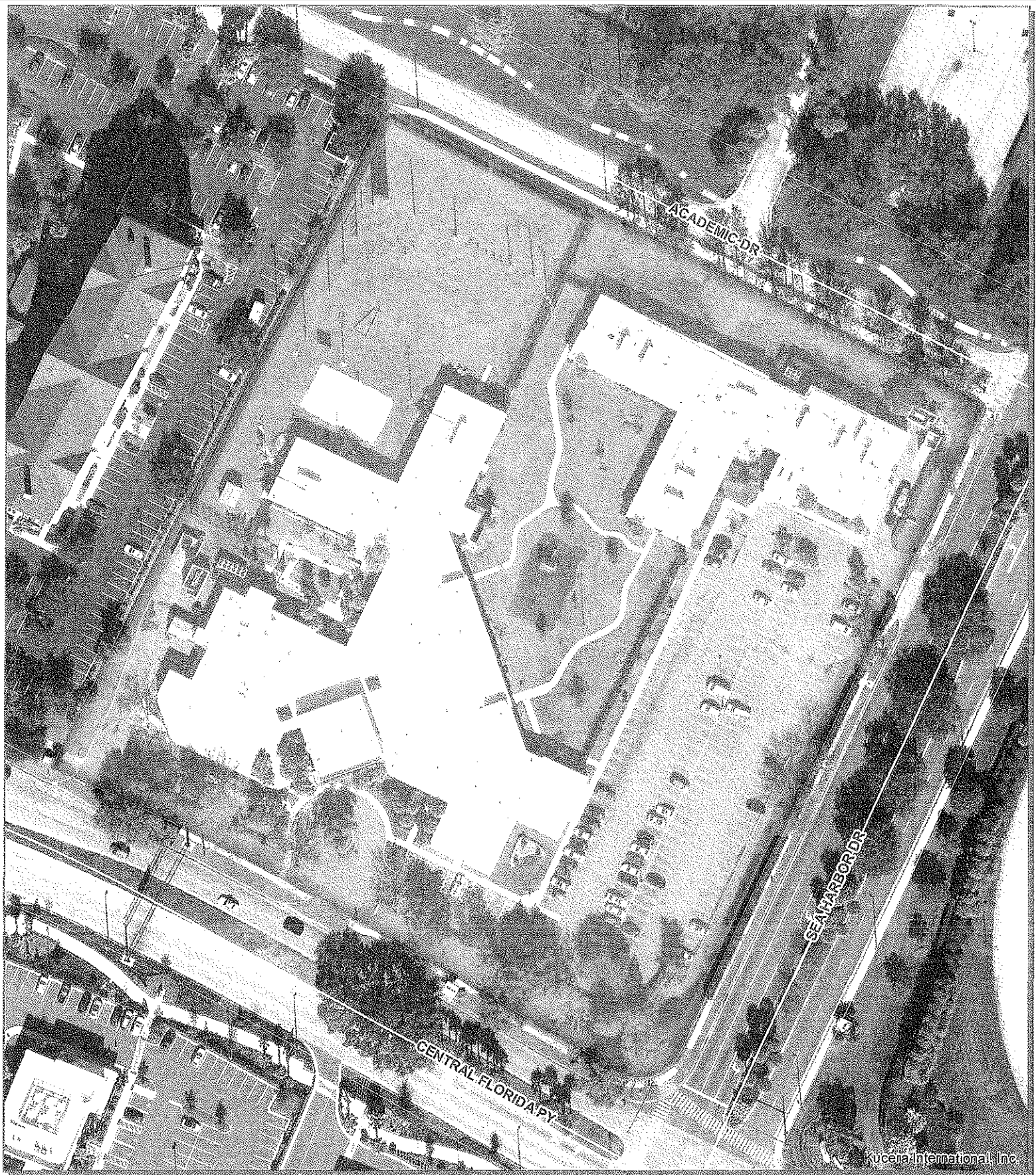
NORTH:	PD
EAST SIDE:	PD
SOUTH SIDE:	PD
WEST SIDE:	PD

OPEN SPACE (CATEGORY 'A'): 98,849 SF = 2.27 ACRES = 31.8%

EXISTING ZONING: PD, WESTWOOD PLANNED DEVELOPMENT

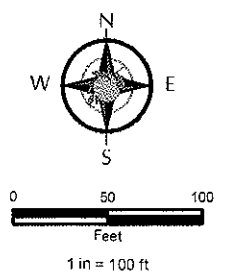






# Orangewood Neighborhood 1 PD / Westwood at Orangewood PSP - Substantial Change

Parcels	Jurisdiction
Subject Property	Hydrology





## Interoffice Memorandum

January 14, 2016

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

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

CONTACT PERSON: John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: January 26, 2016 – Public Hearing  
Dennis Seliga, Boyd Development Corporation  
Lakeside Village South Planned Development / Land Use  
Plan (PD/LUP) - Case # CDR-15-10-306 / District 1

The Lakeside Village Center South PD contains 16.82 gross acres and was originally approved on April 8, 2014. The existing PD development program consists of 199,733 square feet of non-residential uses and 42 age-restricted residential dwelling units.

Through this PD substantial change, the applicant is seeking to add "Auto Service Station" as a permitted use within Parcel ID Number 36-23-27-0000-00-004 only. Per Orange County Code Section 38-1389(2)(d), the requested Automobile Service Station land use is allowed as a condition of approval or as a substantial change to the land use plan as approved by the Board of County Commissioners (BCC). If the use includes fuel pumps, they are limited to a maximum of four (4) islands / eight (8) fuel stations that are located to the rear of the principle structure. In addition, no service bays are allowed to face rights-of-way.

On December 2, 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 attached 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 Lakeside Village Center South Planned Development / Land Use Plan (PD/LUP) dated “Received November 6, 2015”, subject to the recommended Development Review Committee (DRC) conditions listed in the Staff Report. District 1**

Attachments

**CASE # CDR-15-10-306**

Commission District: # 1

**GENERAL INFORMATION**

<b>APPLICANT</b>	Dennis Seliga, Boyd Development Corporation
<b>OWNER</b>	Lakeside II Parnters, LLC
<b>PROJECT NAME</b>	Lakeside Village Center South Planned Development / Land Use Plan (PD/LUP)
<b>PARCEL ID NUMBERS</b>	36-23-27-0000-00-004*; 36-23-27-0000-00-046 36-23-27-0000-00-047 and 36-23-27-5450-06-000 <i>*affected parcel</i>
<b>TRACT SIZE</b>	16.82 gross acres ( <i>overall PD</i> ) 11.12 gross acres ( <i>affected parcel</i> )
<b>LOCATION</b>	Generally located between Winter Garden Vineland Road (C.R. 535) and Village Lake Road, immediately north of Silverlake Park Drive.
<b>REQUEST</b>	A substantial change request to add "Auto Service Station" as permitted use within Parcel ID Number 36-23-27-0000-00-004 only.
<b>PUBLIC NOTIFICATION</b>	A custom 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> ]. Seven-hundred ninety-eight (798) notices were mailed to those property owners in the notification buffer area. A community meeting was not required for this application.

**IMPACT ANALYSIS**

**Special Information**

The Lakeside Village Center South PD contains 16.82 gross acres and was originally approved on April 8, 2014. The existing PD development program consists of 199,733 square feet of non-residential uses and 42 age-restricted residential dwelling units.

Through this PD substantial change, the applicant is seeking to add "Auto Service Station" as a permitted use within Parcel ID Number 36-23-27-0000-00-004 only. Per Orange County Code Section 38-1389(2)(d), the requested Automobile Service Station land use is allowed as a condition of approval or as a substantial change to the land use plan as approved by the Board of County Commissioners (BCC). If the use includes fuel pumps, they are limited to a maximum of four (4) islands / eight (8) fuel stations that are located to the rear of the principle structure. In addition, no service bays are allowed to face rights-of-way.

**Land Use Compatibility**

The proposed PD substantial change request would not adversely impact any adjacent properties, or result in an incompatible land use pattern.

**Comprehensive Plan (CP) Consistency**

The subject property has an underlying Future Land Use Map (FLUM) designation of Village and is designated Village Center on the Lakeside Village Specific Area Plan (SAP), and is zoned as the Lakeside Village Center South PD. This proposed substantial change request is consistent with the underlying FLUM designation.

**Rural Settlement**

The subject property is not located within a Rural Settlement.

**Overlay District Ordinance**

The subject property is not located within an Overlay District.

**Joint Planning Area (JPA)**

The subject property is not located within a JPA.

**Environmental**

Fuel storage tanks and on-site fuel handling activities that could result in spills shall comply with all applicable state code. These activities shall include but are not limited to protection from fuel transfer spills caused by either delivery trucks, fuel transfer activities or other fuel system malfunctions. If any new storage tanks are planned for this location, then the site shall comply with the Florida Department of Environmental Protection (FDEP) regulations: Chapter 62-761, F.A.C. Petroleum Storage Systems (USTs), Chapter 62-762, F.A.C. Petroleum Storage Systems (ASTs), Chapter 62-780, F.A.C. Petroleum Contamination Site Cleanup Criteria, and Chapter 62-777, F.A.C. Contaminant Cleanup Target Levels. Comply with all notification requirements as specified through contact with the Orange County Environmental Protection Division (EPD).

**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 issuance of the initial certificate of occupancy.

**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**

Parks and Recreation staff reviewed this request, but raised no 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 2, 2015)**

**Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Lakeside Village Center South Planned Development / Land Use Plan (PD/LUP) dated "Received November 6, 2015", subject to the following conditions:**

1. Development shall conform to the Lakeside Village Center South Planned Development / Land Use Plan (PD/LUP) dated "Received November 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, 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 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. Auto Service Station shall be a permitted use on Parcel ID Number 36-23-27-0000-00-004 only. If the auto service station is to include fuel pumps, the fuel pumps shall be located to the rear of the principle structure.
5. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
6. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated April 8, 2014, shall apply:
  - a. The following waivers from Orange County Code are granted:
    - 1) A waiver from Section 38-1382(i) to allow the APF Park in Tract 7 of the Frye Center PD to count toward the required public open space and public tracts requirements.
    - 2) A waiver from Section 38-1389(c)(4) to allow the maximum allowable gross floor area per retail establishment (for pharmacy, home improvement store and multi-tenant retail building uses only) to be fifteen thousand (15,000) square feet, in lieu of a maximum allowable gross floor area per retail establishment (excluding grocery stores) of seven-thousand five hundred (7,500) square feet.
    - 3) A waiver from Sections 38-1389(b), 38-1389(d)(3)(g), and 38-1389(d)(3)(g)(1) to:
      - a) Allow for the build-to line of all primary buildings, structures, walks, and fences to be a maximum of seventy feet (70') from all public street frontages, in lieu of ten feet (10');
      - b) Allow 100% of the required build-to line frontage to consist of only landscaped street-walls, in lieu of a maximum fifty percent (50%) of the required build-to line frontage to consist of landscaped street-walls.
      - c) Allow for one hundred percent (100%) of any street frontage of a building to vary from the build-to line, up to a maximum of seventy feet (70'), in lieu of the requirement that up to twenty-five percent (25%) of any street frontage of a building may vary from the build-to line.
    - 4) A waiver from Section 38-1389(d)(3)(g)(4) to allow at least one primary building street-facing façade to have a minimum of fifty percent (50%) transparency on the ground floor, and a minimum of twenty-five percent (25%) transparency or agreed-upon architectural features as part of DP review on the ground floors of all other street facing building facades, in lieu of the requirement that street-facing facades for ground floors of all buildings shall have a minimum of fifty percent (50%) transparency.

- 5) A waiver from Section 38-1389(d) (4) (d) to:
  - a) Allow parking lots to be located along all Village Lake Road and Silverlake Park Drive frontage when a knee wall and landscaping are placed between the parking area and the road, in lieu of the requirement that parking lots shall be located on a maximum of sixty-five percent (65%) of these right-of-way frontages; and
  - b) Allow a maximum three hundred foot (300') frontage per lot for parking lots along any street, in lieu of the requirement that the maximum frontage for parking lots along any other street shall be two-hundred feet (200').
- 6) A waiver from Section 38-1389(d)(4)(g)(1) to allow parking lots and garages to abut street intersections and civic use areas, in lieu of not allowing parking lots and garages to abut street intersections and civic use areas.
- 7) A waiver from Section 38-1389(d)(4)(h) to allow one (1) drive aisle and one (1) row of parking in front of buildings located along Village Lake Road and Silverlake Park Drive, and one (1) drive aisle in front of buildings located along CR 535, in lieu of the requirement that off-street parking be located to the rear or side of buildings.
- 8) A waiver from Sections 38-1389(d)(4)(h) and 38-1476(a) to allow a reduced parking ratio for banks and other financial / lending institutions of one space per 200 square feet, in lieu of the required parking ratio of one space per 100 square feet.
- 9) The following waivers from Orange County Code Section 38-1389(d)(5), which are also documented on the Lakeside Village Center South PD Master Sign Plan, are granted:
  - a) A waiver from Sections 38-1389(d)(5)(b)(1)(i) and (ii) to:
    - Allow two (2) ground signs per access drive, not to exceed 130 square feet per sign, in lieu of one (1) ground sign per access drive, not to exceed sixty (60) square feet per sign; and
    - Allow a maximum of one (1) ground sign per lot within the PD up to a maximum of seven (7) ground signs for the entire PD, in lieu of the requirement of a maximum of two (2) ground signs per principal parcel or project.
  - b) A waiver from Section 38-1389(d)(5)(b)(1)(v) to allow a minimum separation for ground signs of thirty feet (30'), in lieu of a minimum separation for ground signs of one-hundred feet (100').
  - c) A waiver from Section 38-1389(d)(5)(b)(2)(i) to allow a maximum copy area of one (1) square foot for each one (1) linear foot of building frontage, up to a maximum of seventy-five (75) square feet per

establishment for wall or fascia signs, in lieu of the maximum copy area requirements set forth in Section 38-1389(d)(5)(b)(2)(i)(1) - (5).

- d) A waiver from Section 38-1389(d)(5)(b)(2)(vi) to allow signs to be erected on any building face for any outparcel or lot, in lieu of allowing signs to be erected on any building face for any outparcel only.
- 10) A waiver from Section 38-1389(d)(6)(d)(3) to eliminate the requirement that the edge of vehicle use areas which abut an adjacent property be planted with shrubs at least three feet (3') high at the time of planting with a maximum spacing of thirty inches (30") on center with canopy trees and understory trees, when the vehicle areas of such adjacent properties are shared and located internal to the overall Village Center District. This waiver shall not be applicable to the frontages of parcels or tracts located along County Road 535.
- b. Prior to or as a part of platting, this development shall join the MSBU for street lighting that has been created for this area. Developer shall be responsible for the installation of street lights along Silverlake Park Drive and Village Lake Road.
  - c. 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.
  - d. The developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities.
  - e. 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).
  - f. Construction plans with this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP).
  - g. Any proposed self-storage facility design guidelines shall be subject to approval by the Board of County Commissioners at a public hearing.
  - h. Billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with the Horizon West Village Center standards with the exception of any waivers / variances granted by the Board of County Commissioners, and as reflected on the approved Master Sign Plan.
  - i. This property shall comply with the applicable Horizon West development standards, unless explicitly waived by the Board of County Commissioners.
  - j. Outdoor sales, storage and display shall be prohibited with the exception of the special events location as depicted on the Land Use Plan.

- k. 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.
- l. Special events may be held on the area designated as "Special Event Area" on the PD Land Use Plan throughout the calendar year. The Zoning Manager in consultation with the Division of Building Safety and the Fire Rescue Department shall review special events, and all special events shall be subject to all applicable permits. With the exception of a farmers' market, a special event shall not have duration beyond 72 hours. In no instance shall the following be permitted:
  - 1) Car sale events, i.e., events featuring or promoting the sale of new or used vehicles;
  - 2) Boat sale events, i.e., events featuring or promoting the sale of new or used boats; or
  - 3) Special events featuring the sale of merchandise which is not customarily sold by uses permitted in the Orange County Commercial (C-1) Zoning District.
- m. The following conditional uses are permitted:
  - 1) Drive-through, in conjunction with drug stores, banks, and restaurants, including fast food, which shall not be oriented so as to face County Road 535 or Village Lake Road;
  - 2) Child care centers;
  - 3) Freestanding car washes that are enclosed on two (2) sides; and
  - 4) Self-storage facilities
- n. All of the lands within the Lakeside Village Center South PD (the "PD Property") were previously located within the geographic boundaries of the Lake Reams Neighborhood PD and the Frye PD, and were therefore subject to either: (i) that certain "Lake Reams Neighborhood PD Development Agreement" between Ashton Woods Orlando Limited Partnership ("AW") and Orange County, Florida ("County") approved August 25, 1998, as amended by that certain "First Amendment to Lake Reams Neighborhood PD (Adequate Public Facilities) Development Agreement" between AW and County approved August 25, 1998, and recorded on January 23, 2007, in Official Records Book 9078, Page 0223, and on February 1, 2007, in Official Records Book 9094, Page 4310, of the Public Records of Orange County, Florida (collectively, the "Lake Reams PD APF Agreement"); or (ii) that certain "Amended and Restated Frye Center PD Adequate Public Facilities Agreement" among GS Properties, LLC ("GS"), Lakeside Village Center, LLC ("LVC"), and County approved July 8, 2008, and recorded on July 22, 2008, in Official Records Book 9733, Page 8846, of the Public Records of Orange County, Florida, as amended by that certain "First



Amendment to the Amended and Restated Frye Center PD Adequate Public Facilities Agreement" among GS, LVC, and County approved July 13, 2010, and recorded on July 16, 2010, in Official Records Book 10076, Page 2001, of the Public Records of Orange County, Florida (collectively, the "Frye Center PD APF Agreement").

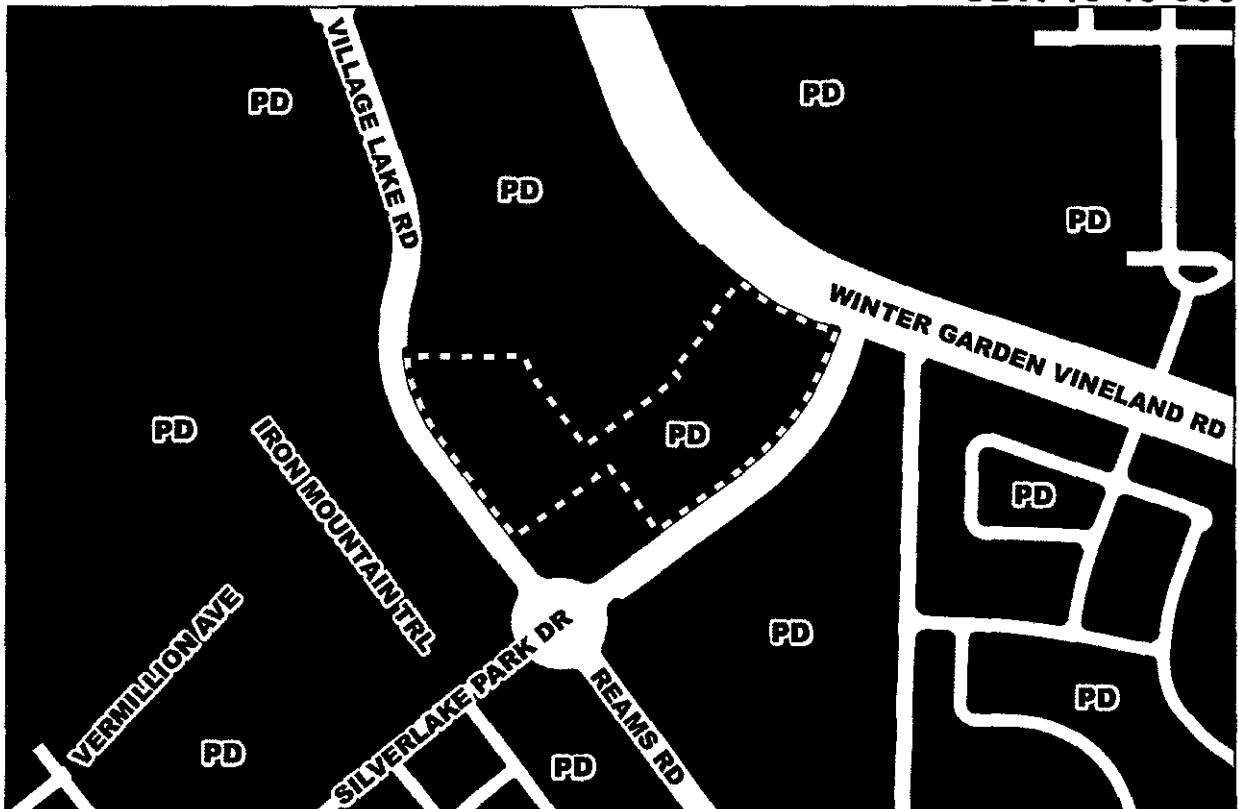
Division 2 of Article XIV of Chapter 30 of the Orange County Code, as amended (the "APF/TDR Ordinance"), requires that Owner either convey to County, or enter into a developer's agreement addressing the conveyance to County of, adequate public facilities lands ("APF Lands"). Both the Lake Reams PD APF Agreement and the Frye Center PD APF Agreement are "developer's agreements" within the meaning of Division 2 of the APF/TDR Ordinance. All portions of the PD Property to be conveyed to County as APF Lands pursuant to either the Lake Reams PD APF Agreement or the Frye Center PD APF Agreement have been conveyed to County prior to the date of the approval of the Lakeside Village Center South PD, or are obligated to be conveyed to County pursuant to the developer's agreements. As such, prior to the date of the approval of the Lakeside Village Center South PD, the PD Property has satisfied the requirements of Division 2 of the APF/TDR Ordinance.

- o. Developer shall provide documentation of the legal right to use and join the Master Stormwater System of the Lake Reams Neighborhood PD / Sharp PSP.

**PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (April 8, 2014)**

Upon a motion by Commissioner Boyd, seconded by Commissioner Brummer, and carried with all members voting AYE; the Board made a finding of consistency with the Comprehensive Plan; further approved the request by Juli S. James, Shutts & Bowen, LLP, Lakeside Village Center South Planned Development / Land Use Plan (PD/LUP) and Master Sign Plan (MSP), Case # LUP-13-11-271 to rezone portions of the existing Frye Center Planned Development (PD) (2.05 acres) and Lake Reams Neighborhood Planned Development (PD) (16.83 acres) to Lakeside Village Center South Planned Development (PD) (16.83 acres) for the purpose of developing 199,733 sq. ft. of non-residential activity and 42 age-restricted residential dwelling units; and further, include ten (1) waivers (or waiver groupings) from Orange County Code, on the described property; subject to conditions.

CDR-15-10-306



 Subject Property  
 Overall PD



★ Subject Property

### Zoning Map

**ZONING:** PD (Planned Development District)

**APPLICANT:** Dennis Seliga  
 Boyd Development Corporation

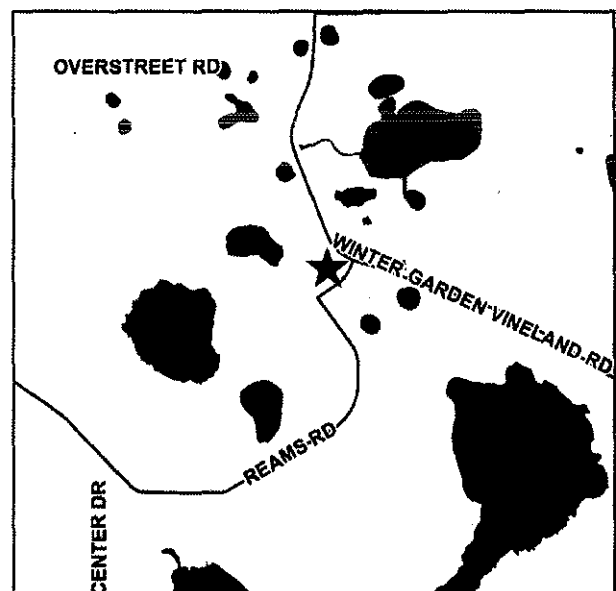
**LOCATION:** Generally located between Winter Garden Vineland Road (C.R. 535) and Village Lake Road, immediately north of Silverlake Park Drive

**TRACT SIZE:** 16.82 gross acres (overall PD)  
 11.12 gross acres (affected parcel)

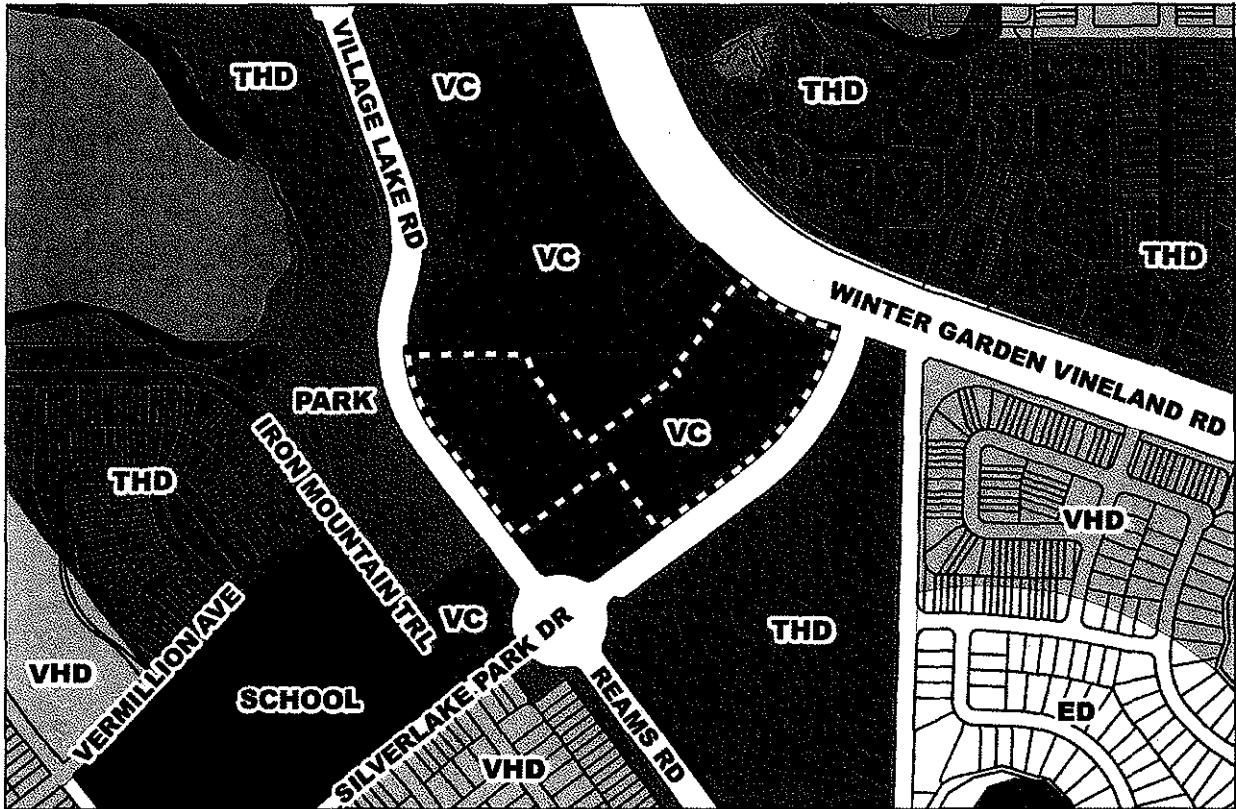
**DISTRICT:** # 1

**S/T/R:** 36/23/27

1 inch = 500 feet



CDR-15-10-306



Subject Property

Overall PD



Subject Property

### Future Land Use Map

FLUM: Village (V) - Lakeside Village Specific Area  
 Plan (SAP) Village Center (VC)

APPLICANT: Dennis Seliga  
 Boyd Development Corporation

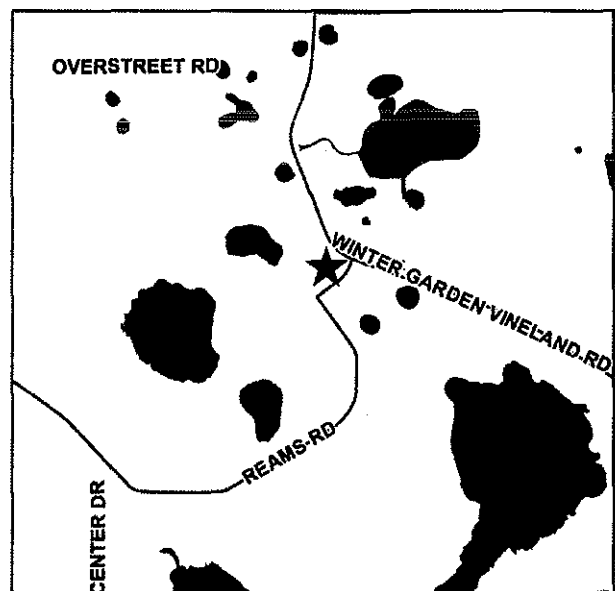
LOCATION: Generally located between Winter Garden  
 Vineland Road (C.R. 535) and Village Lake  
 Road, immediately north of Silverlake Park  
 Drive

TRACT SIZE: 16.82 gross acres (overall PD)  
 11.12 gross acres (affected parcel)

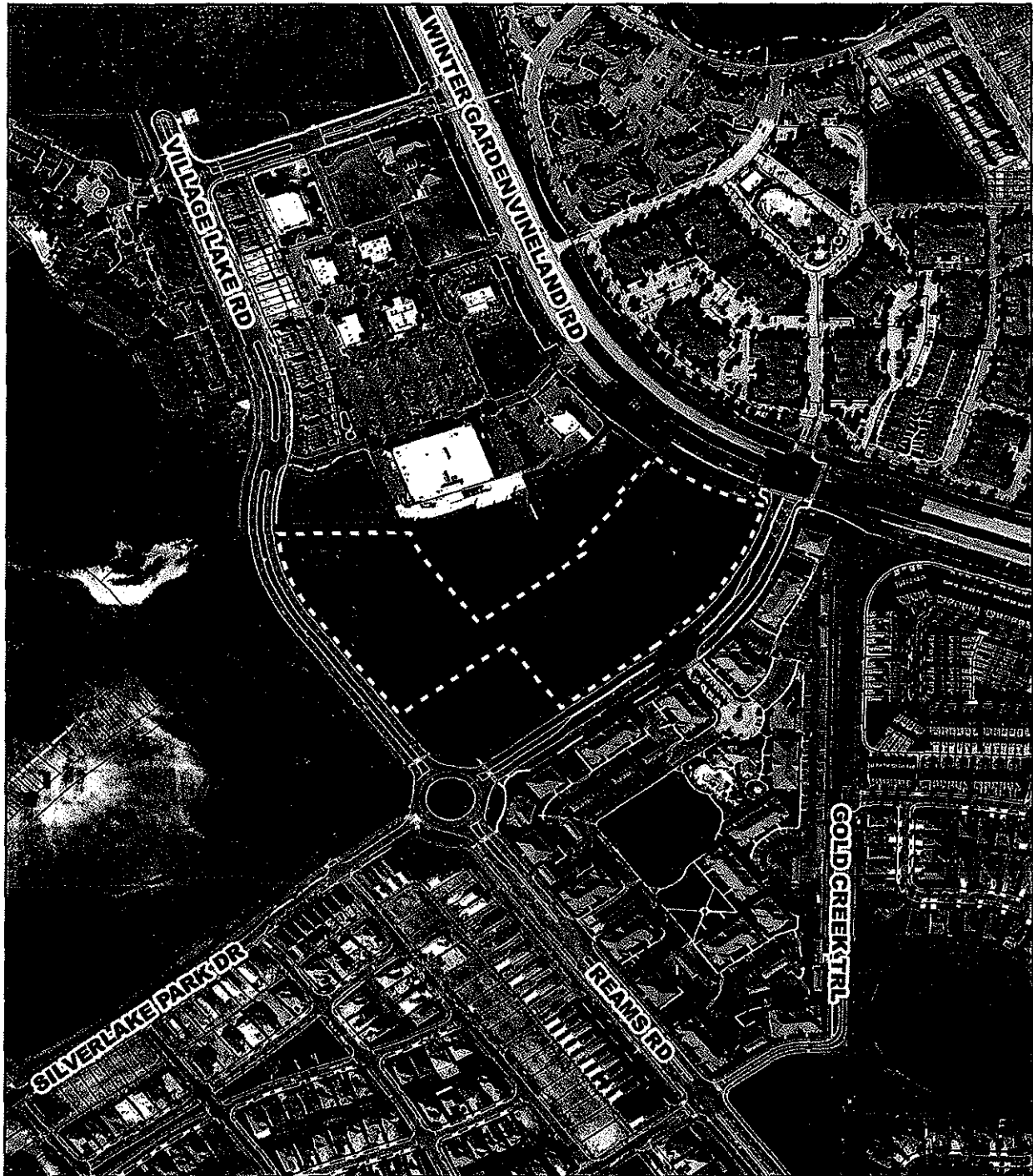
DISTRICT: # 1

S/T/R: 36/23/27

1 inch = 500 feet



CDR-15-10-306



 Subject Property  
 Overall PD



1 inch = 417 feet

## 12

**PARCEL ID:**

36 23 27 0000 00 004, 36 23 27 5450 08 001, 36 23 27 3900 03 046, 36 23 27 0000 00 047

NO.	DATE	SURNAME SURVIVOR
1	19/11/11	SURNAME SURVIVOR
2	12/03/11	ADDRESS: COUNTY COMMISSION
3	01/10/11	ADDRESS: COUNTY COMMISSION
4	11/11/11	ADDRESS: COUNTY COMMISSION
5	10/07/11	ADDRESS: COUNTY COMMISSION
6	11/11/11	ADDRESS: COUNTY COMMISSION

**Aspen Woods Homes**  
2426 Northwest Corner Parkway  
Suite 301  
Maitland, Florida  
Phone: (407) 647-3700  
Fax: (407) 647-0700

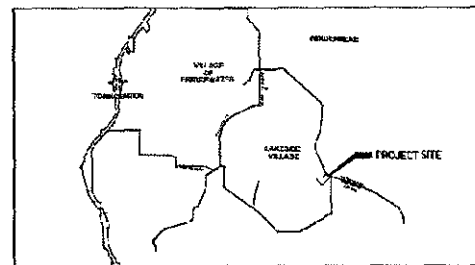
Lakeside Village Commercial Venture, LLC  
758E West Sand Lake Road  
Orlando, Florida 32819  
Phone: (407) 293-5555  
Fax: (407) 293-5543

AGRIC LLC  
Phone: (407) 622 9094  
general@agric-design.com

Pro-Tech Consulting Inc.  
2002 E. Robinson St.  
Ocala, Florida  
Phone: (407) 694-5969  
Fax: (352) 673-6554

Thomas Cenner, P&M  
5424 South Broken Coast  
Winter Park, Florida  
Phone: (407) 657-1575

Shuttles & Bowen, LLP  
300 South Orange Ave.  
Suite 1000  
Orlando, FL 32801  
Phone: (407) 835-6774  
Fax: (407) 824-1774



### LOCATION MAP

SHEET NO.	TITLE
1	COVER SHEET
2	TOPOGRAPHY, FLOODPLAIN, SOILS & VEGETATION MAP
3	LAND USE MAP
4	LEGAL DESCRIPTION
5-6	MASTER SIGNAGE DESIGN GUIDELINES
7	CONCEPTUAL MASTER STREET AND BLOCK PLAN
8	CONDITIONS OF APPROVAL

**BOYD**  
DEVELOPMENT CORPORATION

7586 WES SANDLAKE ROAD  
ORLANDO, FLORIDA 32819  
TEL. (407)352-5856 - FAX (407)352-0043

DATE: OCTOBER 14, 2013  
REVISED: DECEMBER 03, 2013

RECEIVED

by the Development Review Committee (DRC) on 21 Nov 2015 at 2:54 am, Nov 26, 2015

01

**Lakeside Village Center South PD / LUP (Cover Sheet)**

**DRC Staff Report**  
**Orange County Planning Division**  
**BCC Hearing Date: January 26, 2016**

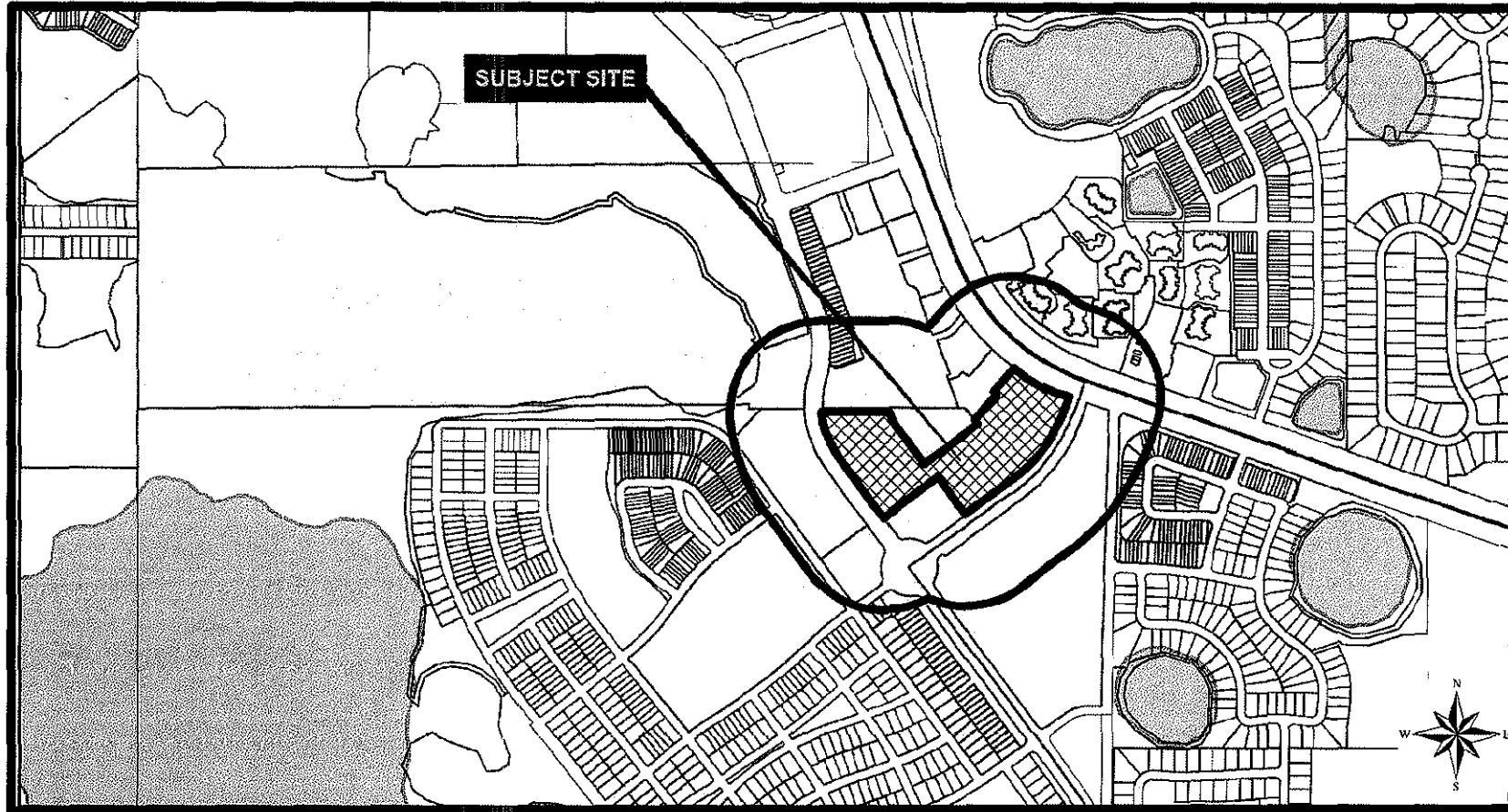
**er South PD/LUP**

**BOYD**  
DEVELOPMENT CORPORATION  
1585 WEST SAN BLAKE ROAD

# Public Notification Map

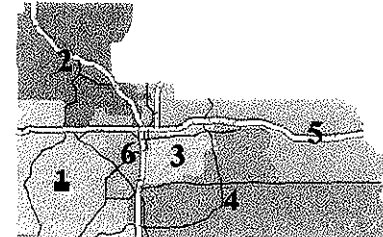
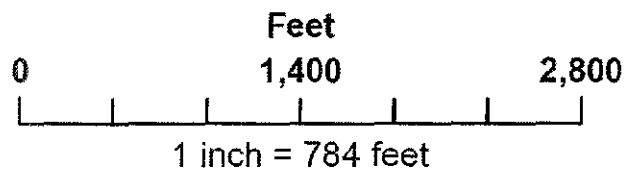
## Lakeside Village Center South PD\_CDR-15-10-306

### 798 Notices



### Legend

	PARCELS		NOTIFIED PARCELS
	SUBJECT		ADDITIONAL SELECTION
	500 FT BUFFER		HYDROLOGY



### Notification Map


DRC Staff Report  
 Orange County Planning Division  
 BCC Hearing Date: January 26, 2016



## Interoffice Memorandum

January 14, 2016

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

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

CONTACT PERSON: John Smoger, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: January 26, 2016 – Public Hearing  
Raymond Stangle, Jordan & Associates Consulting, LLC  
Vista Centre Planned Development  
Substantial Change - Case # CDR-15-06-164 / District 1

The Vista Centre PD contains 77.90 gross acres, and was originally approved by the Board of County Commissioners as the "Camino Real PD" on May 1, 1984. It is generally located on both sides of Palm Parkway, immediately east of S. Apopka Road and has cumulative development entitlements for 133,972 square feet of commercial uses; 1,150 hotel rooms; 44 resort villas, and related spa / tennis uses. This substantial change involves Vista Centre PD Parcel 4 only, which is located at 12399 S. Apopka Vineland Road.

On October 6, 2015, the Board of County Commissioners (BCC) considered a request to amend PD Parcel 4 development entitlements from 7,000 square feet of commercial (restaurant with 280 seats) to 14,100 square feet of commercial (6,000 sq. ft. restaurant with 240 seats, 8,000 sq. ft. gift shop, and 100 sq. ft. tourist information kiosk). The request also included three (3) waivers from Orange County Code to allow for reduced setbacks and increased impervious coverage. However, due to concerns with proposed on-site parking, the BCC remanded the request back to the Development Review Committee (DRC) in order for it to be reviewed in conjunction with an associated Development Plan (DP).



On November 18, 2015, the DRC reconsidered a modified request, along with the associated Vista Center PD / Black Angus Development Plan (DP) (Case #DP-15-06-162). Although the request to increase PD Parcel 4 development entitlements to 14,100 square feet has not changed, the maximum amount of proposed restaurant seats has been reduced from 240 to 196. In addition, the applicant is now seeking approval of five (5) waivers from Orange County Code. New and/or revised waivers would increase maximum impervious coverage from 70% to 82%; decrease minimum open space from 25% to 23.3%; and allow required parking to be determined by the provisions of Section 38-1478 only, in lieu of the parking provisions for "restaurants" and "general business establishments" as described in Section 38-1476(a).

On November 18, 2015, the Orange County Development Review Committee (DRC) recommended approval of the modified request, subject to the conditions listed in the Staff Report. However, on December 15, 2015, and at the applicant's request, the Board of County Commissioners (BCC) continued the request to January 26, 2016.

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

**ACTION REQUESTED:**    **Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Vista Centre Planned Development / Land Use Plan (PD/LUP) dated "Received November 10, 2015" subject to the recommended Development Review Committee (DRC) conditions listed in the Staff Report. District 1**

Attachments

**CASE # CDR-15-06-164**

Commission District: # 1

**GENERAL INFORMATION**

<b>APPLICANT</b>	Raymond Stangle, Jordan & Associates Consulting, LLC
<b>OWNER</b>	Antoine Lily, LLC ( <i>affected parcel only</i> )
<b>PROJECT NAME</b>	Vista Centre Planned Development / Land Use Plan (PD/LUP)
<b>PARCEL ID NUMBER</b>	22-24-28-0000-00-023 ( <i>affected parcel only</i> )
<b>TRACT SIZE</b>	77.90 ( <i>overall PD</i> ) 1.16 gross acres ( <i>affected parcel only</i> )
<b>LOCATION</b>	12399 S. Apopka Vineland Road; generally located on the east of S.R. 535, approximately 400 feet south of Palm Parkway.
<b>REQUEST</b>	<p>A substantial change request to amend PD Parcel 4 development entitlements from 7,000 square feet of commercial (restaurant with 196 seats) <b>to</b> 14,100 square feet of commercial (restaurant, gift shop, and tourist information kiosk). In addition, the following five (5) waivers from Orange County Code have been requested:</p> <ol style="list-style-type: none"><li>1. A waiver from Section 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.</li><li>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.</li><li>3. A waiver from Section 38-1287(1) &amp; (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.</li><li>4. A waiver from Section 38-1287(2) &amp; (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.</li></ol>

5. *A waiver to allow required parking for this development to be determined by the provisions of Section 38-1478 only, in lieu of the parking calculation requirements for "restaurants" and "general business establishments" as otherwise listed in Section 38-1476(a).*

**PUBLIC NOTIFICATION**

A custom notification area extending beyond fifteen-hundred (1,500) feet was used for this application [*Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet*]. Forty-three (43) notices were mailed to those property owners in the notification buffer area. A community meeting was not required for this application.

**IMPACT ANALYSIS**

**Special Information**

The existing Vista Centre PD contains 77.90 gross acres, and was originally approved by the Board of County Commissioners as the "Camino Reale PD" on May 1, 1984. As listed below, the project has existing and cumulative development entitlements for 133,972 square feet of commercial uses; 1,150 hotel rooms; 44 resort villas, and related spa / tennis uses.

Parcel / Lot	Use / Entitlement
Parcel 1	11,477 Commercial Sq. Ft.
Parcel 2	9,095 Commercial Sq. Ft.
Parcel 3	6,400 Commercial Sq. Ft.
Parcel 4	7,000 Commercial Sq. Ft.
Lot 2	270 Hotel Rooms
Lots 3 / 4	100,000 Commercial Sq. Ft.
Lot 5	640 Hotel Rooms
Lot 8	44 Resort Villas
Lot 9	Spa / Tennis
Lot 10	240 Hotel Rooms or 264 Resort Villas

*Note: Lots 6/7 were previously removed from the PD*

On August 12, 2015, the Development Review Committee (DRC) recommended approval of a substantial change to increase PD Parcel 4 development entitlements from 7,000 square feet of commercial (restaurant with 280 seats) to 14,100 square feet of commercial (*6,000 sq. ft restaurant with 240 seats, 8,000 sq. ft. gift shop, and 100 sq. ft. tourist information kiosk*). The August 12, 2015 DRC recommendation also included three (3) waivers from Orange County Code to allow for reduced setbacks and increased impervious coverage.

The request was subsequently considered by the Board of County Commissioners (BCC) on October 6, 2015; however, it was remanded back to the DRC in order for it to be reviewed in conjunction with an associated Development Plan (DP). The applicant has since amended their request as described below:

Development Program / Waivers	10/6/2015 Request	Current Request*	Change
Restaurant Sq. Ft.	6,000	6,000	0
Restaurant Seats	240	196	- 44
Retail Sq. Ft.	8,000	7,860	-140
Tourist Information Kiosk Sq. Ft.	100	80	-20
Code Waivers	3	5	+2

\*Note: Consistent with the more specific Development Plan (DP) application.

In support of the modified request, the applicant submitted a parking study demonstrating that the initially required parking demands have been reduced. Furthermore, since the 10/6/2015 BCC public hearing, waivers have been modified or added to increase maximum impervious coverage from 70% to 82%; to decrease minimum open space from 25% to 23.3%; and to allow required parking to be determined by the provisions of Section 38-1478 only, in lieu of the parking provisions for "restaurants" and "general business establishments" as described in Section 38-1476(a). On November 18, 2015, the DRC recommended approval of the modified request, subject to the conditions found on pages 4-9 in this report.

#### **Land Use Compatibility**

The proposed PD substantial change would not adversely impact surrounding properties.

#### **Comprehensive Plan (CP) Consistency**

The subject property has underlying Future Land Use Map (FLUM) designation of Activity Center Mixed Use (ACMU). The proposed PD substantial change is consistent with the ACMU FLUM designation and applicable CP provisions.

#### **Rural Settlement**

The subject property is not located within a Rural Settlement.

#### **Overlay District Ordinance**

The subject property is not within an Overlay District.

#### **Joint Planning Area (JPA)**

The subject property is not located within a JPA.

#### **Airport Noise Zone**

The subject property is not located within an Airport Noise Zone.

#### **Environmental**

Environmental Protection Division (EPD) staff reviewed the proposed substantial change and did not identify any issues or concerns.

#### **Transportation / Concurrency**

Based on the Concurrency Management System database dated 06-29-16, there is one failing roadway segment within a one-mile radius. Vineland Avenue between Winter Garden Vineland Road and Little Lake Bryan Parkway is currently operating below the adopted level of service. This information is dated and is subject to change.

The applicant will be required to submit a traffic study prior to obtaining an approved Capacity Encumbrance Letter (CEL).

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.

**Schools**

The project does not include any residential units; therefore, public school capacity is unaffected by this request.

**Parks and Recreation**

The PD substantial change does not increase residential units; therefore, County parks are unaffected by this request.

**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 – (November 18, 2015)**

**Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Vista Centre Planned Development / Land Use Plan (PD/LUP) dated "Received November 10, 2015", subject to the following conditions:**

1. Development shall conform to the Vista Centre Planned Development / Land Use Plan (PD/LUP) dated "Received November 10, 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 November 10, 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. Outdoor 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.
6. Consistent with the policies for the International Drive Activity Center, right of way is required for a 15-foot transit easement and a separate 20-foot landscape, pedestrian and utility easement is required for future roadway improvements. The applicant will be required to coordinate conveyance of ROW with the Road Agreement Committee.
7. The following waivers from Orange County Code are granted and applicable to PD Parcel 4 only:
  - a. A waiver from Section 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.
  - b. 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.
  - c. A waiver from Section 38-1287(1) 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.
  - d. 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.

- e. A waiver to allow required parking for this development to be determined by the provisions of Section 38-1478 only, in lieu of the parking calculation requirements for "restaurants" and "general business establishments" as otherwise described in Section 38-1476(a).
- 8. Use of any proposed parking lift within PD Parcel 4 shall be limited to employees only.
- 9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated May 1, 1984, shall apply:
  - a. The proposed uses would be those permitted under C-1 and C-2 zoning district with the following exceptions:
    - 1) Service stations / auto repair
    - 2) Fast food restaurant
    - 3) Sales of new or used automobiles, motor cycles, mobile homes, boats, recreational vehicles
    - 4) Outdoor storage of merchandise parts or equipment visible from a public right-of-way
    - 5) Portable signs
  - b. Extensive buffering will be required the length of the property where the property abuts R-CE zoned property.
  - c. Building setbacks from SR 535 are 110 feet from centerline and 60 feet or right-of-way from the centerline, or as otherwise approved by the BCC.
  - d. Street Improvements:
    - 1) Reconstruction of State Road 535 to six-lanes from Palm Parkway to Interstate 4 shall be provided by the developer of the Camino Real PD prior to certificates of occupancy being issued beyond the reduced Phase 1, which shall consist of 43% of the total approved projected traffic generation, and is equivalent to the prime hotel site (640 rooms), 30,000 square feet of commercial and 3.2 acres for the spa/tennis tract. The developer will enter into a developer's agreement with the County to the foregoing effect prior to development plan approval.
    - 2) At the time of submittal of development plans for Phase 2 and 3, the developer shall provide for a two lane public road connection to Lakes Avenue, the developer shall be required to pave Lake Avenue through a two

lane facility, from the eastern boundary of the Camino Real property to Apopka-Vineland Road when access is required by Orange County.

- 3) At the time of submittal of the development plans, provision shall be made for participation in the adopted southwest corridor mass transit facility plan.
- 4) All roads shall be designed in accordance with the manual on uniform standards for design, construction and maintenance for streets and highways, State of Florida and at the time of plan submittal, the engineer of record shall submit certification that the project complies with the minimum standards for street design.
- 5) Prior to engineering approval of construction plans, the developer shall submit a soils report including soil borings at a maximum interval along street centerlines of 500 feet. The minimum depth of boring shall be five (5) feet below profile grade, or two (2) feet below the storm or sanitary sewer, whichever is greater. Not less than two borings shall be taken per street, AASHTO soils classification, gradation, determination of water table elevation (24 hour test), and anticipated wet/dry season fluctuation shall be included in said report.
- 6) The typical road cross section shall conform to County standards. Swale drainage will be permitted only if the subgrade soil conditions are suitable as certified soils engineer and provided that the wet weather water table elevation is at least two (2) feet below the invert of the swales.
- 7) Intersection improvements are required at SR 535 and Palm Parkway. Specific improvement shall be identified by the development review committee at the time of submission of development plans.
- 8) Dedication of access rights to Orange County from all lots adjacent to SR 535, Palm Parkway and Lake Avenue, except at location approved by the County Engineer.

e. Stormwater Management:

- 1) A Stormwater Management Plans shall comply with the Orange County Ordinance #81-19 and shall be subjected to the approval of the County Engineer. Discharge of stormwater from this site shall be in accordance with the Reedy Creek Drainage District and Orange County Agreement, which limits discharge to 13 CSM, unless otherwise amended by agreement with Reedy Creek. The Storm water Management design shall conform to all jurisdictional regulatory agency criteria and any contractual or jurisdictionally imposed requirement in force at the time of development. If the proposed Lake System is to be utilized as an amenity, then upland retention will be required for pollution purposes only unless an alternative system is acceptable to the County Engineer.
- 2) Developer will sign a developer's agreement to run with the land specifying maintenance and liability responsibility to property owner's association.

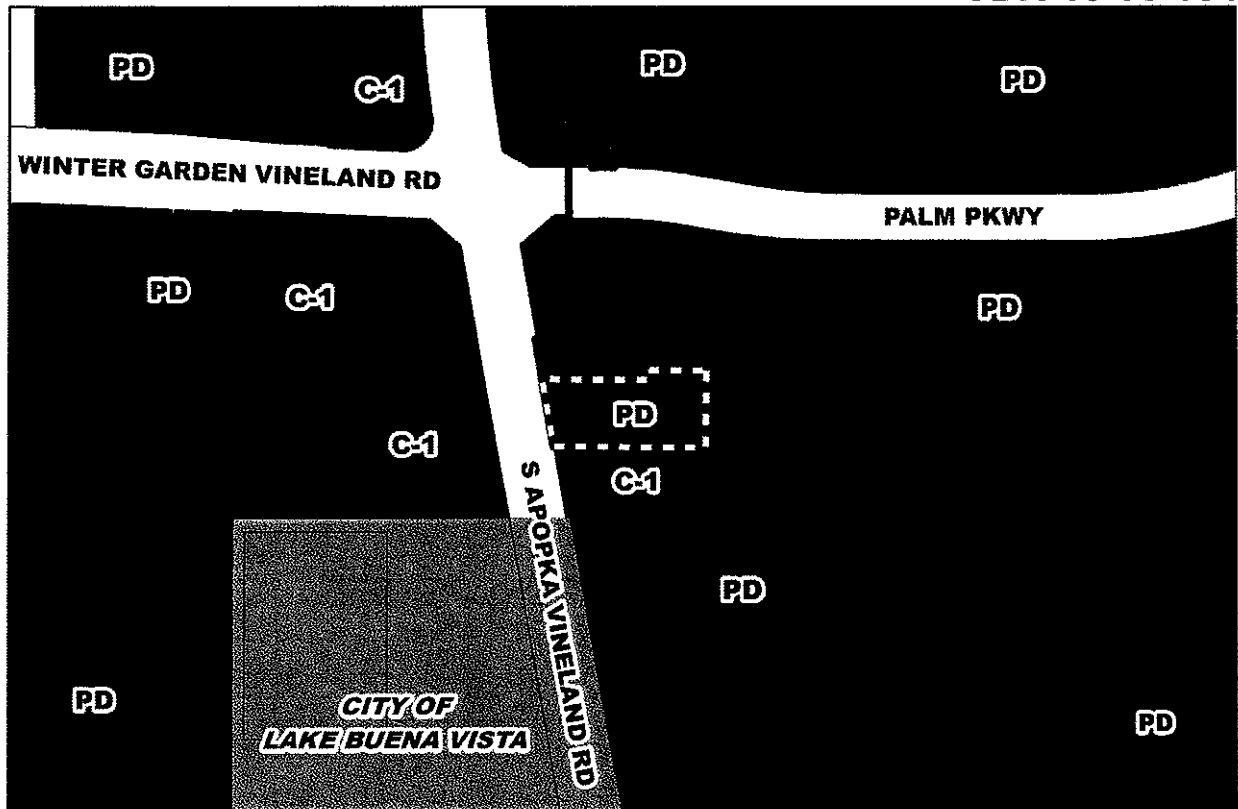


- 3) Provide easements for retention areas and record developer's agreement for maintenance.
  - 4) Upland retention facility shall be designed with a "Dry Bottom".
  - 5) A detailed lot grading plan shall be required prior to construction plan approval.
- f. Fire protection and Public Utilities:
- 1) The developer shall be required to participate in the funding and equipment of a new fire substation. The amount to be paid is \$56.80 per ERU as a maximum and if there is a lesser county wide assessment fee payment will be for a lesser amount. Based on 114,000 square feet of commercial use the fee shall be \$22,361.00. The commercial fee will be paid in proportion to the square footage at the time of issuance of certificate of occupancy. Total fee amount to \$101,426.00.
  - 2) Fire protection shall be in accordance with the subdivision regulations.
  - 3) The developer shall obtain water and wastewater service from Orange County subject to County resolutions and Ordinances
- g. Permitted heights of development in the general commercial area shall be permitted up to, but limited to, five (5) story construction.
- h. Assurance from FHA/VA shall be provided concerning the continued availability of FHA/VA loans to adjoining residential property since this property's percolation pond will be located only 300 feet from the adjacent residential property. If such assurances cannot be provided, the percolation pond shall be relocated a minimum of 400 feet from the adjacent residential properties.

**PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (May 1, 1984)**

Upon a motion by Commissioner Harrell, seconded by Commissioner Dorman and carried, with all present Commissioners voting AYE, Commissioners Treadway and Carter being absent, the Board approved a Change in Zoning Classification from C-1 and R-CE to P-D for "Camino Real" [Vista Centre] on the aforementioned property, subject to conditions.

CDR-15-06-164



Subject Property  
 PD Boundary



★ Subject Property

### Zoning Map

ZONING: Planned Development (PD)

APPLICANT: Raymond Stangie  
 Jordan & Associates Consulting, LLC

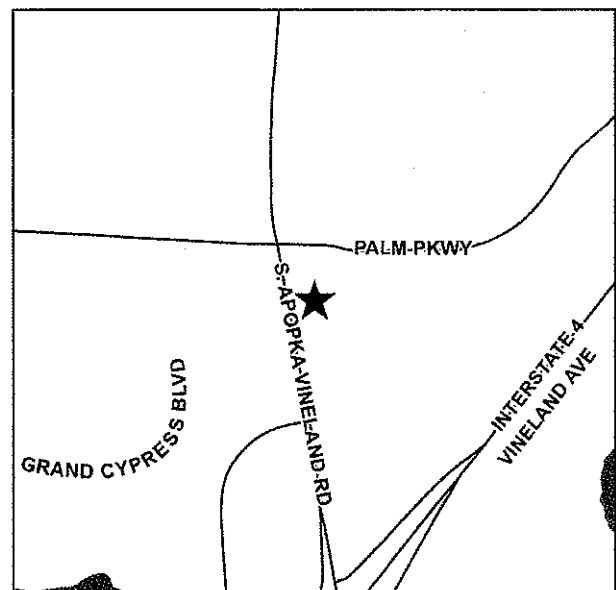
LOCATION: 12399 S. Apopka Vineland Road; generally located on the east of S.R. 535, approximately 400 feet south of Palm Parkway.

TRACT SIZE: 77.90 gross acres (overall PD)  
 1.16 gross acres (affected parcel)

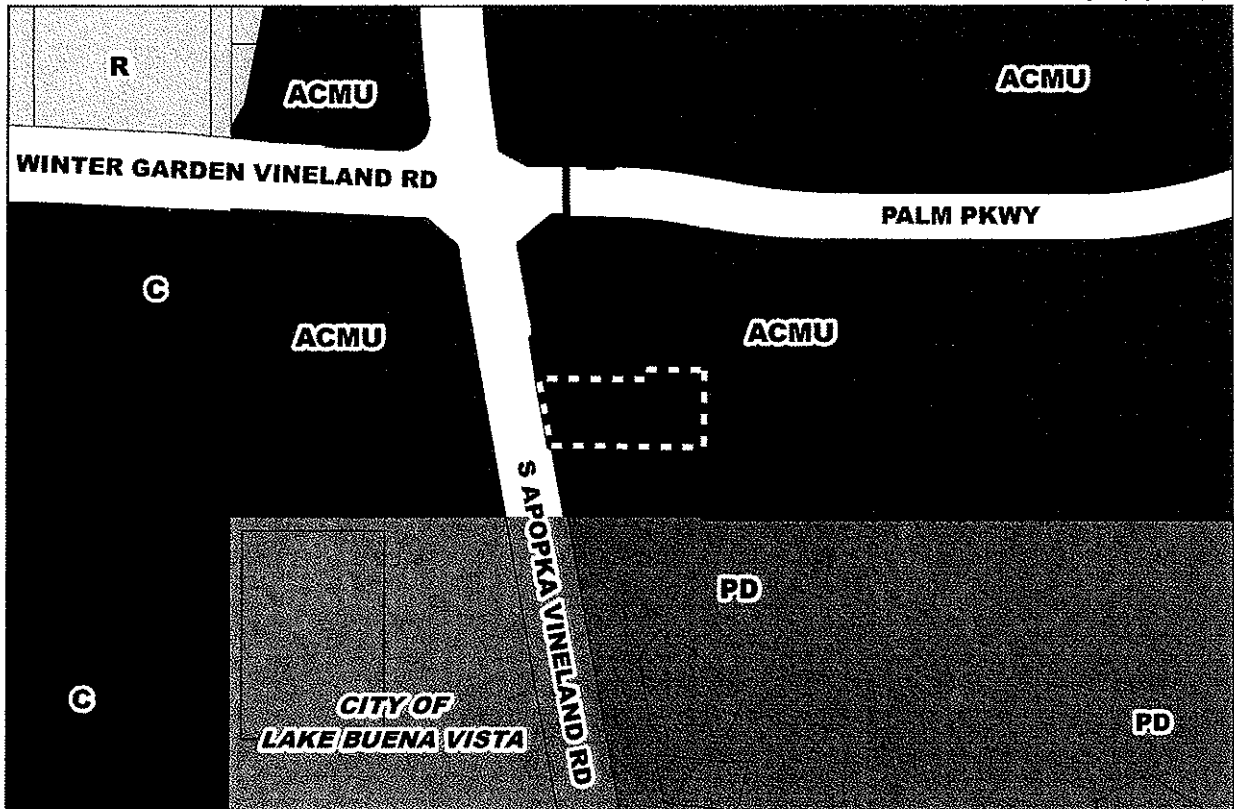
DISTRICT: # 1



S/T/R: 22/24/28

1 inch = 333 feet



CDR-15-06-164



-  Subject Property
-  PD Boundary



★ Subject Property

### Future Land Use Map

**FLUM:** Activity Center Mixed Use (ACMU)

**APPLICANT:** Raymond Stangle  
 Jordan & Associates Consulting, LLC

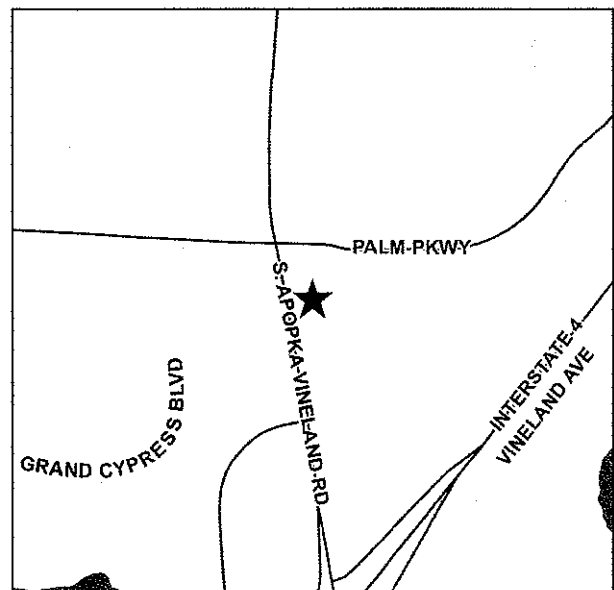
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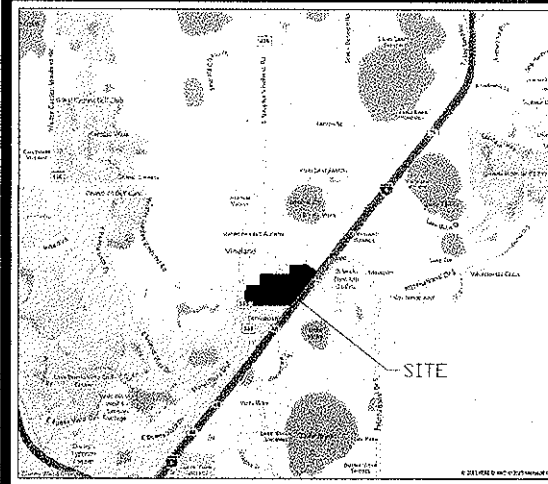
**TRACT SIZE:** 77.90 gross acres (overall PD)  
 1.16 gross acres (affected parcel)

**DISTRICT:** # 1

**S/T/R:** 22/24/28

1 inch = 333 feet





LOCATION MAP  
AES

DEVELOPMENT TEAM

**JORDAN**  
CONSULTING & ENGINEERING  
JORDAN & ASSOCIATES CONSULTING, INC.  
7575 KINGSPOINTE PARKWAY  
SUITE 7 Orlando, FL 32819  
PHONE: 407-226-8840 FAX: 407-248-8124  
www.jordancompany.com  
FBR# No. 26329

**V & S SURVEYING, INC.**  
2412 Ocoee Glade, Ocoee, Florida 34761  
TEL: 407-342-1310  
FAX: 407-636-0868  
Email: vnsurveying@aol.com



**Aloha Pacifica LLC**  
PLANNING • LANDSCAPE ARCHITECTURE  
605 E. Robinson St., Suite 240  
407-659-0002 office  
Orlando, Florida 32801  
alohapacificallc@earthlinkmail.com

# VISTA CENTRE PD (CAMINO REAL PD) BLACK ANGUS

PARCEL I.D. #: 22-24-28-0000-00-023  
CASE NUMBER: CDR-15-06-164

SHEET NUMBER	SHEET TITLE	LATEST ISSUE
1	COVER SHEET	11/05/2015
2	APPROVED LAND USE PLAN	11/05/2015

NOTES

1. APPLICANT IS REQUESTING TO INCREASE THE GROSS BUILDING FLOOR AREA FROM 7,000 S.F. TO 14,100 S.F. FOR PARCEL I.D. # 22-24-28-0000-00-023 (PARCEL 4 OF THE LOT). TOTAL AREA: 1.16 ACRES.
2. IN ACCORDANCE WITH SECTION 18-1227, ANY VARIATIONS FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE BCC ARE INVALID.
3. STORMWATER MANAGEMENT SHALL BE PROVIDED IN COMPLIANCE WITH THE ORANGE COUNTY CODE AND THE REQUIREMENTS OF THE BROW.
4. THE PROPOSED DEVELOPMENT WILL GENERATE 1,066 AVERAGE DAILY TRIPS AND 87 P.M. PEAK HOUR TRIPS. (524 NEW AVERAGE DAILY TRIPS AND 45 NEW P.M. PEAK HOUR TRIPS). ALL TRIPS BASED ON 9TH EDITION OF THE ITE MANUAL.
5. THE TOURIST INFORMATION KIOSK SHALL FOLLOW CODE SECTION 18-1242.

REQUESTED WAIVERS & JUSTIFICATIONS

1. **REQUEST:** A waiver from Chapter 18-2242(2)(b) to provide a minimum open space of twenty-five percent (25%) in lieu of a minimum twenty-five percent (25%) open space.  
**JUSTIFICATION:** In order to achieve the maximum development potential at this property, maintain the existing driveway connections to the adjacent properties and to provide a minimum open space of twenty-five percent (25%) in lieu of a minimum twenty-five percent (25%) open space. The existing driveway connections have been maintained and the required landscape islands every 50 parking spaces have been provided. The resulting developed property will not only meet the intent of chapter 18-2242, the re-developed property will have updated landscaping to ensure compatibility with the surrounding landscape.
2. **REQUEST:** A waiver from section 18-2272(1)(b) to allow a maximum impervious coverage of eighty-five percent (85%) for commercial development.  
**JUSTIFICATION:** The existing development on parcels 3, 4 and 5 of the Vista Centre PD has been previously developed with impervious coverage in excess of 85%. The proposed development is a continuation of the existing development and will not increase the impervious coverage. The proposed development is a continuation of the existing development and will not increase the impervious coverage. The proposed development is a continuation of the existing development and will not increase the impervious coverage.
3. **REQUEST:** A waiver from section 18-2272(1)(b) to allow a minimum thirty-five (35) foot building setback from an abutting street right-of-way for the proposed tourist information kiosk and landscaping. The proposed tourist information kiosk will be located on the existing lot and will be located on the existing lot. The proposed tourist information kiosk will be located on the existing lot and will be located on the existing lot.
4. **REQUEST:** A waiver from section 18-2272(1)(b) to allow a minimum thirty-five (35) foot building setback from an abutting street right-of-way for the proposed tourist information kiosk and landscaping. The proposed tourist information kiosk will be located on the existing lot and will be located on the existing lot.
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BY THE CONDITIONS OF APPROVAL MAY 1ST 2016

1. DEVELOPMENT SHALL BE COMPLETED BY THE DATE OF THE APPROVAL OF THE DEVELOPMENT PLAN.
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100. THE DEVELOPMENT SHALL BE COMPLETED BY THE DATE OF THE APPROVAL OF THE DEVELOPMENT PLAN.

RECEIVED


By The Development Review Committee (DRC) Office at 12:23 pm, Nov 10, 2015

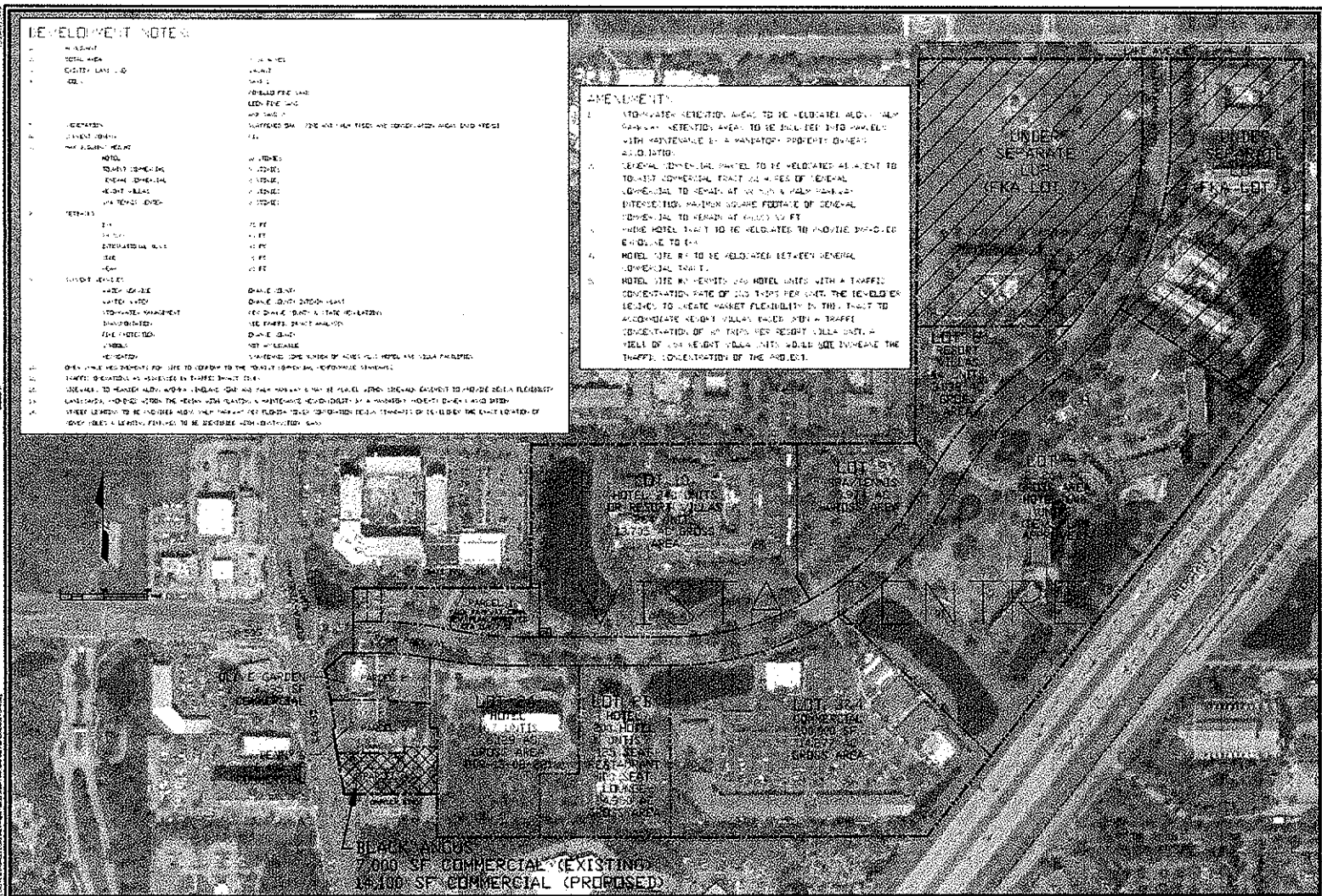
SHEET 1 OF 2

Vista Centre PD/LUP (Cover Sheet)

DRC Staff Report  
Orange County Planning Division  
BC Hearing Date: January 26, 2016

# Vista Centre PD/LUP

 <p>JORDAN ENGINEERING</p>		<p>APPROVED LAND USE PLAN</p>	
<p>VISTA CENTER CAMINO REAL PD ORANGE COUNTY, FLORIDA</p>		<p>SECTION 22, TWP 24S, R16E, S8E</p>	
<p>DATE: 12/15/15</p>		<p>SCALE: AS SHOWN</p>	
<p>BY: [Signature]</p>		<p>DATE: 12/15/15</p>	
<p>FOR: [Signature]</p>		<p>DATE: 12/15/15</p>	

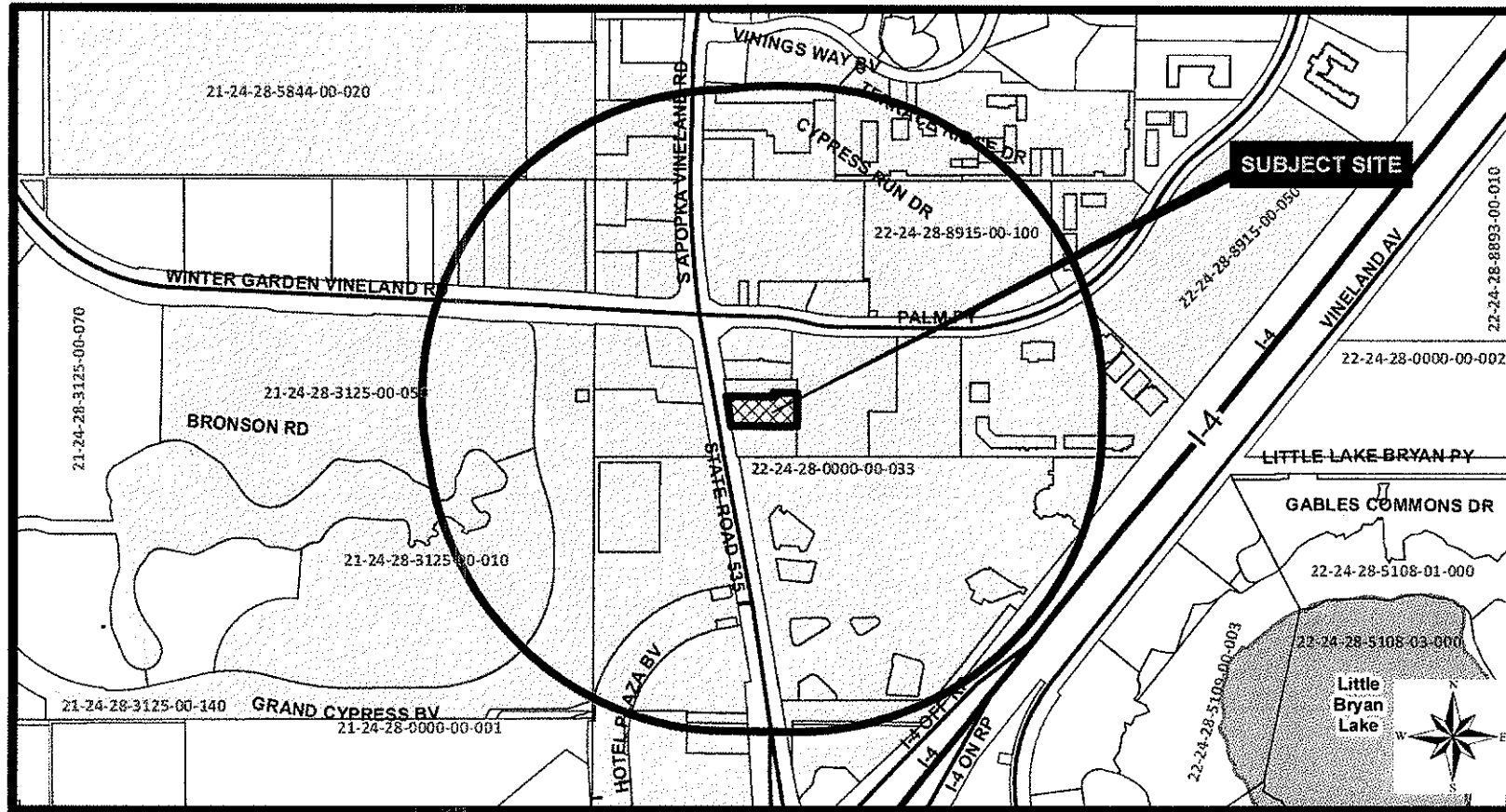




# Public Notification Map

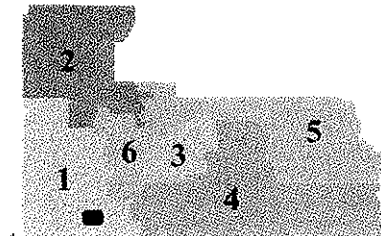
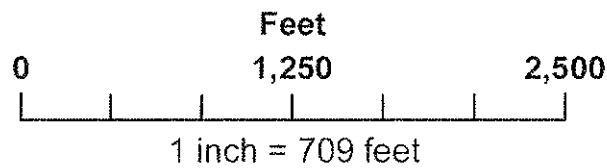
## Vista Centre PD

### Case # CDR-15-06-164



## Legend

- SUBJECT
- 1,500 ft. BUFFER
- NOTIFIED PARCELS
- PARCELS
- HYDROLOGY



## Notification Map

DRC Staff Report  
Orange County Planning Division  
BCC Hearing Date: January 26, 2016



## Interoffice Memorandum

DATE: 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: **John Smogor, Chairman**  
**Development Review Committee**  
**Planning Division**  
**(407) 836-5616**

SUBJECT: January 26, 2016 – Public Hearing  
Applicant: Raymond Stangle, Jordan & Associates Consulting,  
LLC  
Vista Centre PD / Black Angus Development Plan (DP) -  
Case # DP-15-06-162

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of November 18, 2015, to approve the Vista Centre PD / Black Angus Development Plan 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. This item was continued by the Board of County Commissioners on December 15, 2015 at the request of the applicant.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

**ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan (CP) and approve the Vista Centre Planned Development (PD) / Black Angus Development Plan (DP) dated "Received November 20, 2015", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

JVW/JS/lo  
Attachments

**CASE # DP-15-06-162**

Commission District # 1

**1. REQUEST**

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of November 18, 2015, to approve the Vista Centre PD / Black Angus Development Plan 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.

A Substantial Change to the Vista Centre PD (CDR-15-06-164) was considered by the BCC at their October 6, 2015 meeting. At that time, the BCC requested additional information on the proposed site layout and remanded the project back to DRC. Further, the BCC requested the ability to consider the project's Development Plan concurrent with the PD Substantial Change. This item was scheduled for the December 15, 2015 BCC meeting, but was continued at the request of the applicant.

**2. PROJECT ANALYSIS**

- A. Location: 12399 S. Apopka Vineland Road; generally located on the east of S.R. 535, approximately 400 feet south of Palm Parkway.
- B. Parcel ID: 22-24-28-0000-00-023
- C. Total Acres: 1.16
- D. Water Supply: Orange County Utilities
- E. Sewer System: Orange County Utilities
- F. Schools: N/A
- G. School Population: N/A
- H. Parks: N/A
- I. Proposed Use: 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.
- J. Site Data: Proposed Building Height: 42'  
Building Setbacks:
  - 35' Front
  - 5' North Side
  - 30' South Side
  - 20' Rear



- K. Fire Station: 36 - 12252 Winter Garden Vineland Road
- L. Transportation: Based on the Concurrency Management System database dated June 29, 2015, there is one failing roadway segment within a one mile radius of the subject property. Vineland Avenue from Winter Garden Vineland Road to Little Lake Bryan Parkway is currently operating below the adopted level of service. The applicant will be required to submit a traffic study prior to obtaining an approved capacity encumbrance letter.

### 3. COMPREHENSIVE PLAN

The subject property has underlying Future Land Use Map (FLUM) designation of Activity Center Mixed Use (ACMU) and is zoned Planned Development (PD). The request is consistent with the Comprehensive Plan.

### 4. ZONING

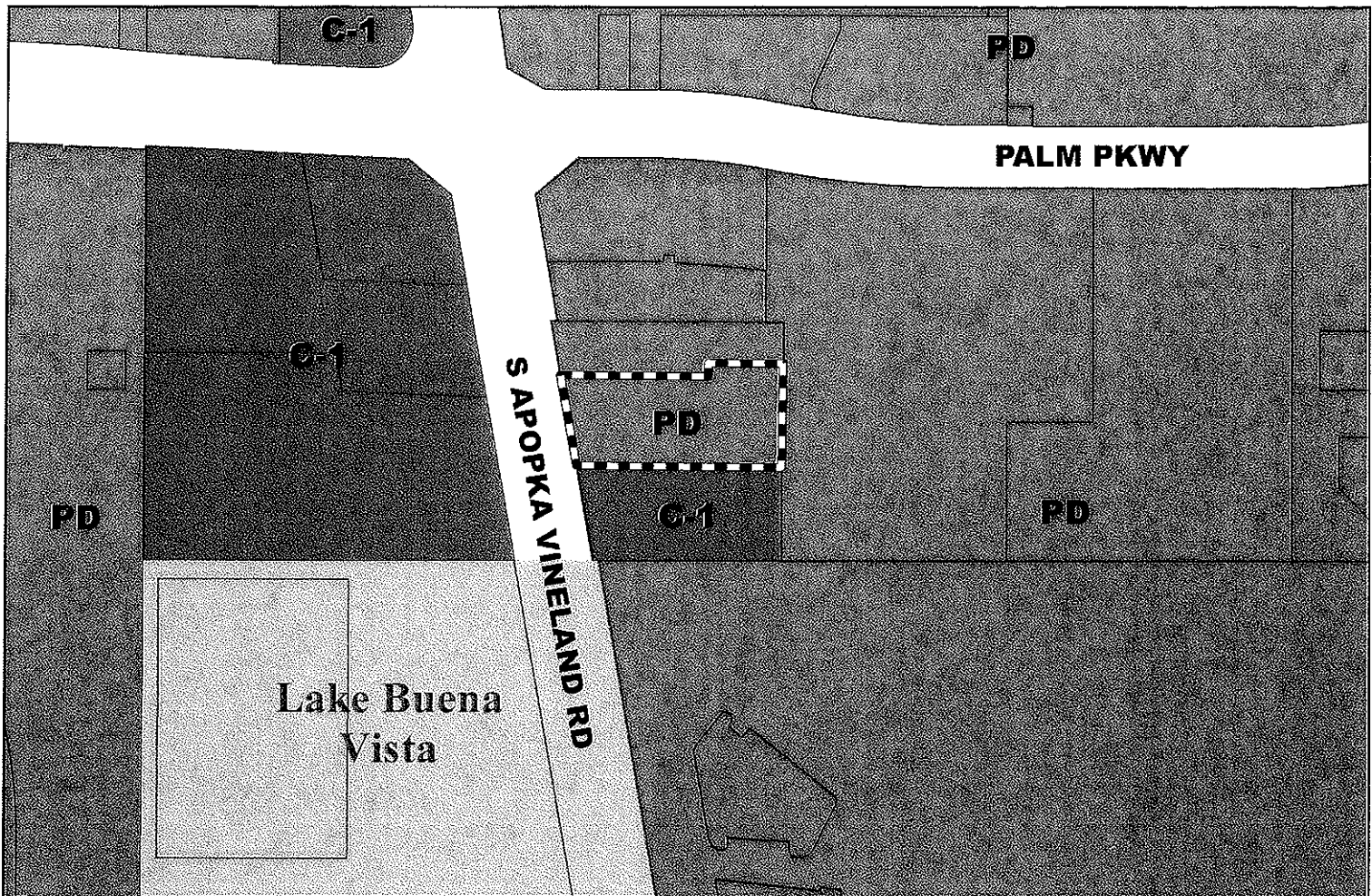
PD (Vista Centre Planned Development)

### 5. REQUESTED ACTION:

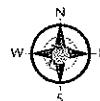
Approval subject to the following conditions:

1. Development shall conform to the Vista Centre Planned Development; Orange County Board of County Commissioners (BCC) approvals; Black Angus Development Plan dated "November 20, 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.
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. 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.
5. Outside sales, storage, and display shall be prohibited.
6. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with the Master Sign Plan.
7. Prior to construction plan approval, documentation must be provided certifying that this project has the legal right to tie into the master drainage system.
8. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to issuance of the initial certificate of occupancy. Nothing in this condition and nothing in the decision to approve this development plan shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
9. Consistent with the policies for the International Drive Activity Center, right of way is required for a 15-foot transit easement and a separate 20-foot landscape, pedestrian and utility easement is required for future roadway improvements. The applicant will be required to coordinate conveyance of ROW with the Road Agreement Committee.
10. The mechanical parking lift system will be used by employees only and will not be available for public use.
11. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water and wastewater systems have been designed to support all development within the DP.



 Subject Property



★ Subject Property

## Zoning

**ZONING:** PD (Planned Development)  
(Vista Centre PD)

**APPLICANT:** Raymond Stangle  
Jordan and Associates Consulting, LLC

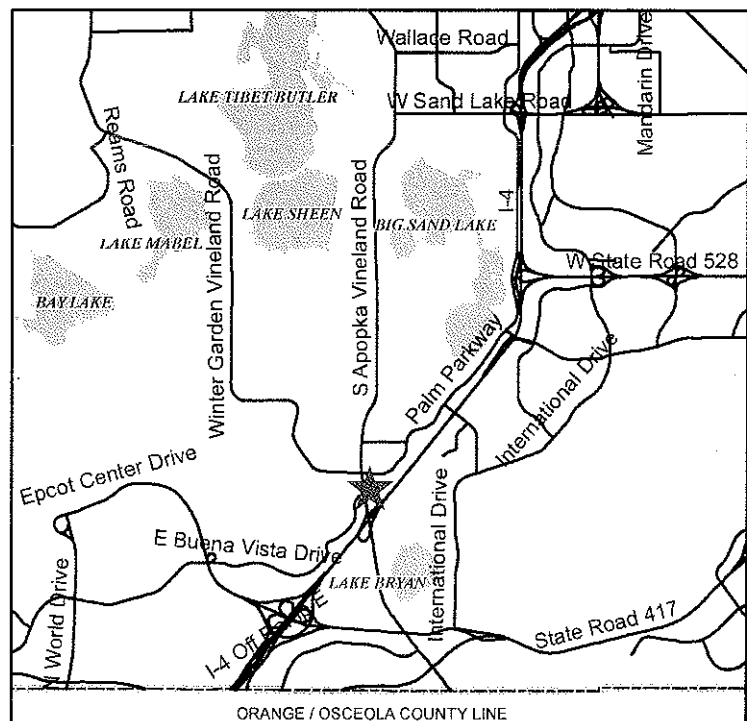
**LOCATION:** East side of S. Apopka Vineland Road /  
South of Palm Parkway

**TRACT SIZE:** 1.16 acres

**DISTRICT:** #1

**S/T/R:** 22/24/28

1 inch = 275 feet



NOTE:

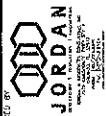
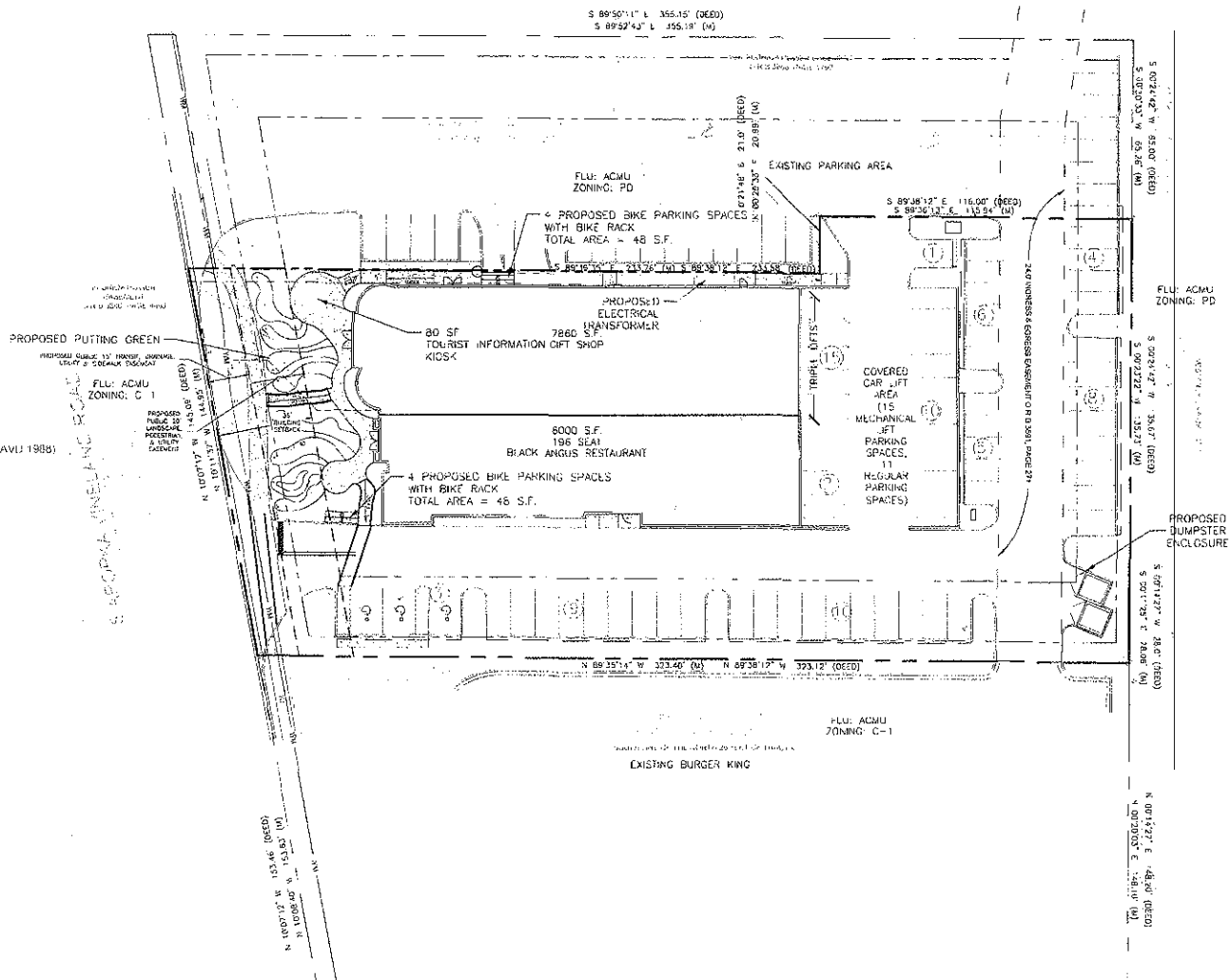
ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS

IN ACCORDANCE WITH SECTION 38-1222, ANY VARIATIONS FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE DCC ARE INVALID

⑪ INDICATES NUMBER OF PARKING SPACES

TOTAL NUMBER OF ON-SITE PARKING SPACES: 27

BENCHMARK  
POINT: 665024  
ELEVATION: 102.478 (NAVD 1988)



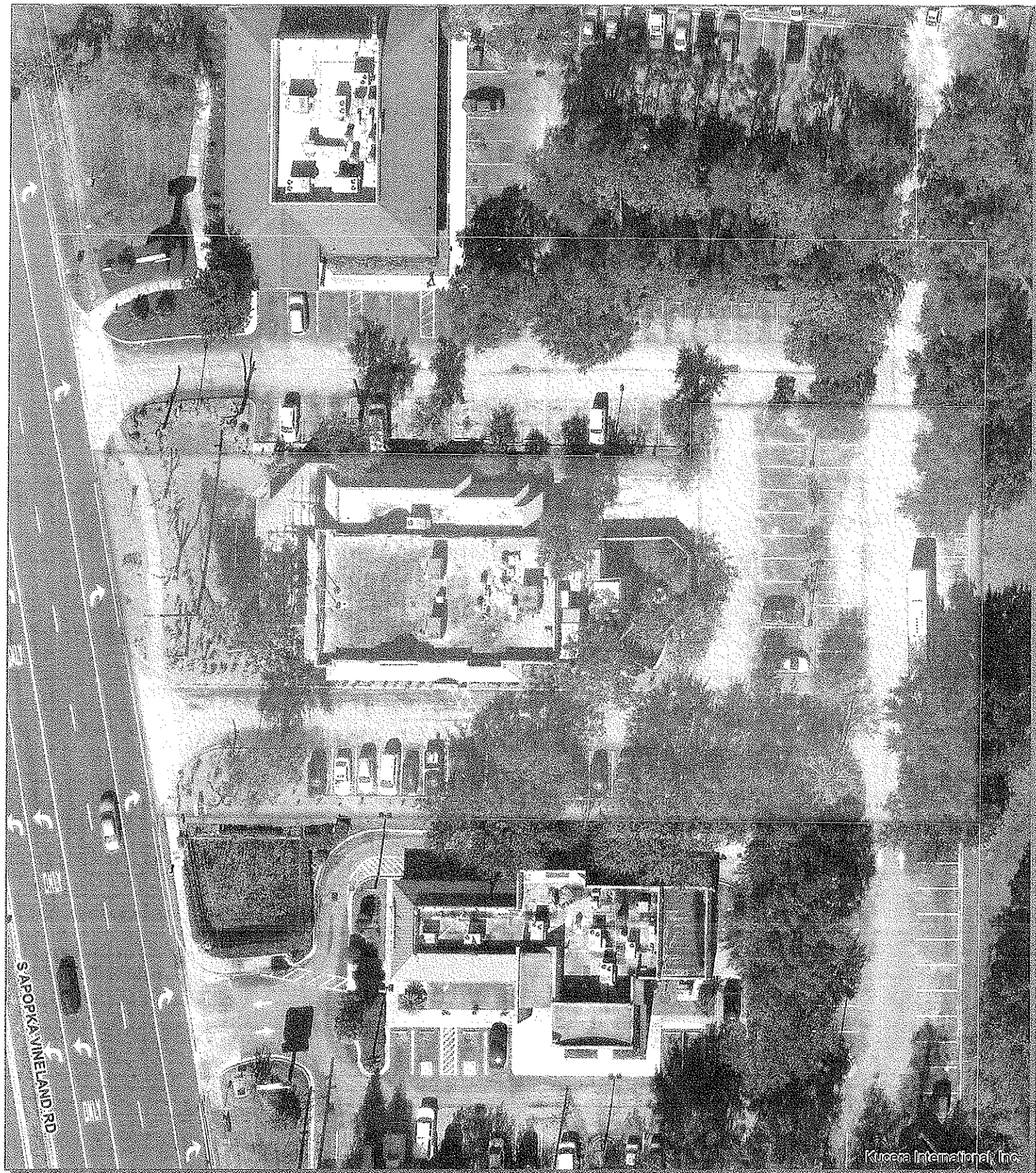
DESIGNED BY  
DB RETAIL  
STORES, LLC

MASTER SITE PLAN  
PD DEVELOPMENT PLANS  
BLACK ANGUS AT VISTA CENTRE  
ORANGE COUNTY, FLORIDA

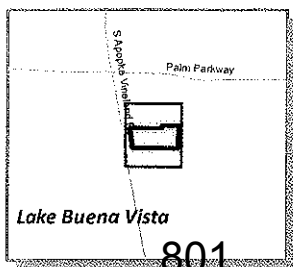
APPROVED BY  
APPROVED & SIGNED  
1/2 1/23

REVISIONS			
NO.	DATE	DESCRIPTION	BY
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3	1/2/2008	REVISED	RCS
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Kucera International, Inc.



## Vista Centre PD / Black Angus Development Plan



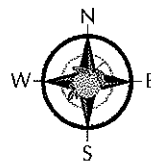
Subject Property

Jurisdiction

Parcels



Hydrology



0 25 50  
Feet

1 in = 50 ft



**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 *JJN*  
Lila I. McHenry, Senior Assistant County Attorney *LMH*  
Contact: (407) 836-7320

**DATE:** January 15, 2016

**RE:** **Public Hearing for Board Meeting on January 26, 2016**  
An Ordinance of the Board of County Commissioners of Orange County, Florida, relating to Emergency and Non-Emergency Medical Care and Transportation Amending Sections 20-56, 20-92, 20-93, 20-96, and 20-134 of the Orange County Code.

### **I. EXPLANATION & SUMMARY:**

The Board of County of County Commissioners, created the Orange County Emergency Medical Services Council (EMSAC) in 1972. Chapter 20, Article III of the Orange County Code (Emergency and Non-Emergency Medical Care and Transportation) requires the establishment of the EMSAC by resolution, requires the EMSAC to evaluate applications for Certificates of Public Convenience and Necessity ("CPCN's") for Medical Transportation and make other recommendations to the Board of County Commissioners concerning the provision of emergency medical services.

In 1972 the Emergency Medical Services Office and the Medical Director functions were provided through contractual arrangements. Those services are now provided by full-time County employees. CPCN's are now processed by the staff of the Emergency Medical Services Office. The attached revisions to Chapter 20 of the Code revise the functions of the EMSAC and delete recommendations to the Board by the EMSAC to more accurately reflect the current functions of the Emergency Medical Services Office. The EMSAC, under an amended resolution, will continue to hold regular meetings, maintain standing committees and issue an annual report to the Board.

*Deputy County Attorney*  
Joel D. Prinsell

*Senior Assistant County Attorneys*  
Lila McHenry

*Assistant County Attorneys*  
Andrea Adibe  
Roberta Alfonso  
Michael Bray  
Edward M. Chew  
Anthony Cotter  
Whitney E. Evers  
Wanzo Galloway, Jr.  
Georgiana Holmes  
Katherine W. Latorre  
Peter A. Lichtman  
Scott McHenry  
Sawsan Mohiuddin  
Scott Shevenell  
William Turner

*Legal Administrative Supervisor*  
Anna M. Caban

*Senior Paralegal*  
Kimberly Cundiff

*Paralegals*  
Cathy Saravanja, CP  
Maria Vargas, ACP

ORDINANCE NO. 2016\_\_\_\_

AN ORDINANCE RELATING TO EMERGENCY AND NONEMERGENCY MEDICAL CARE AND TRANSPORTATION; AMENDING SECTION 20-56 OF THE ORANGE COUNTY CODE REGARDING THE EMERGENCY MEDICAL SERVICES ADVISORY COUNCIL; AMENDING SECTION 20-92 REGARDING APPLICATIONS FOR CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY; AMENDING SECTION 20-93 REGARDING DISPOSITION OF APPLICATIONS; AMENDING SECTION 20-96 REGARDING MODIFICATION AND RENEWAL OF CERTIFICATES; AMENDING SECTION 20-134 REGARDING MODIFICATION AND RENEWAL OF LICENSES AND PERMITS FOR ALTERNATIVE TRANSPORTATION SERVICES AND VEHICLES; AND PROVIDING AN EFFECTIVE DATE.

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

*Section 1. Amendment to Section 20-56.* Subsection (b) of Section 20-56 of the Orange County Code is amended to read as follows, with underlines showing additions and ~~strike-throughs~~ showing deletions:

**Sec. 20-56. Creation of the county emergency medical services advisory council.**

....

(b) The resolution creating the advisory council shall charge the advisory council with the primary functions of

- Strategic planning for the emergency medical services system; and

- Evaluating those recommendations received by the advisory council from its standing committees, among

38 which shall be the medical control committee and the operations  
committee.

40 The advisory council, when evaluating recommendations  
42 from its standing committees, will provide reasoned and articulated  
comments indicating the reasons for the advisory council's  
44 acceptance of these recommendations. In those cases where the  
advisory council does not accept the recommendations it will  
46 provide specific reasons and articulated questions back to the  
appropriate committee for further clarification.

48 The resolution shall set forth the rights, duties,  
responsibilities and obligations of the advisory council, provided,  
however, that among such shall be the following:

50 (1) Empowerment to survey, study, evaluate  
and provide annual recommendations to ~~the board of county~~  
52 ~~commissioners for improving all aspects of the emergency medical~~  
services system in the county and recommendations concerning the  
54 performance of the EMSO county medical director Further, ~~t~~The  
advisory council may provide recommendations on any such  
56 matter at any time to the county medical director and the county  
administrator, ~~and/or the board of county commissioners and shall~~  
58 annually deliver a written report of its activities to the board of  
county commissioners.

60 (2) Establishment of standing committees to  
provide technical analysis and ~~recommendations to the EMSO of~~  
62 operational matters concerned with the provision of emergency  
medical services.

64 (3) Provision of counsel to, and discussion with,  
any procurement committee established under county policies and  
66 procedures when such procurement committee is charged with  
consideration of, or recommendations concerning, emergency  
68 medical services procurement matters, ~~including contracting for a~~  
~~county medical director and ambulance transport services. Such~~  
70 ~~counsel shall be in concert with the procurement committee.~~

72 (4) Review and ~~comment to the department~~  
~~upon~~ the credentials of any party contemplated by the county  
74 medical director for retention as an associate medical director (or  
any similar capacity) for service within the county emergency  
medical services system.



76 (5) ~~Review and comment on the certificates of~~  
public convenience and necessity (COPCN) to be awarded by the  
78 board of county commissioners as such are provided for by  
pertinent statutes and ordinances. The EMSO shall convey all  
80 comments made by the advisory council along with public  
comments to the board of county commissioners.

82 (6) ~~Review and recommend the budgeting and~~  
use of Florida EMS Awards funds to the department, consistent  
84 with the EMS strategic plan.

86 (7) ~~Establishment of standing committees to~~  
provide clinical and quality management concerning the provision  
of emergency medical services in conjunction with the county  
88 medical director and department.

90 (68) The advisory council shall have the  
authority to establish its own by-laws. Such by-laws may make  
provision for the establishment of standing committees.

92 (c) The resolution creating the advisory council shall  
designate the EMSO as responsible for furnishing staff and  
94 necessary material support to the advisory council.

96 **Section 2. Amendment to Section 20-92.** Subsection (b) of Section  
20-92 of the Orange County Code is amended to read as follows, with underlines  
showing additions and ~~strike-throughs~~ showing deletions:

98 **Sec. 20-92. Application.**

....

100 (b) Investigation and notices.

102 (1) Upon the filing of the application for a  
certificate pursuant to this subdivision, and the payment of any fee  
required by the board of county commissioners, the EMSO shall  
104 make an investigation into the application, including verification of  
proper inspection of vehicles and qualifications and number of  
106 personnel. The EMSO shall also investigate the public need for the  
proposed service and the geographical area involved. In making  
108 such investigations, the EMSO shall give notice to any providers,  
at any of the levels of service proposed, who are serving any part  
110 of the route proposed to be served by the applicant. Notice shall  
also be given to any city or town in or through which the applicant  
112 proposes to operate.

(2) The notice shall contain a brief summary of the type and level of service proposed, the geographical area or route to be served, and such other pertinent facts as the EMSO determines to be relevant. Further notice shall be provided to the public by publishing the fact of such application in a newspaper of general circulation, indicating where further information on the application is available, and stating that any interested person who may be substantially affected by the proposed operation may, within thirty (30) days, file a written objection to the application, specifying the reason therefor, with the EMSO.

(3) Within thirty (30) to sixty (60) days after all of the required notices have been mailed and published, the EMSO shall conclude its investigation and shall make a recommendation to the ~~advisory council which then recommends to the board of~~ county commissioners to either grant or deny the application. Any such recommendation may contain such conditions of approval as the department feels are necessary. The board of county commissioners shall take action to grant or deny the application within thirty (30) to sixty (60) days from receiving the ~~EMSAC~~ EMSO recommendations.

**Section 3. Amendment to Section 20-93.** Subsection (a) of Section 20-93 of the Orange County Code is amended to read as follows, with underlines showing additions and ~~strike-throughs~~ showing deletions:

**Sec. 20-93. Disposition of application.**

(a) Following receipt of the ~~EMSAC~~ EMSO recommendations on the application for a certificate under this subdivision, the board of county commissioners may consider the application at any regular or special meeting provided that:

(1) The board of county commissioners shall consider the recommendations of the ~~EMSAC~~ EMSO, as well as any objections that have been filed, and the board of county commissioners may call for a public hearing on the application if the circumstances warrant;

(2) If the board of county commissioners determines that a public hearing is to be held on the application, the same parties that are to be notified in section 20-92, in addition to any persons who have filed written objections to the application, shall be entitled to reasonable notice of the hearing. Notice shall also be published in a newspaper of general circulation at least ten (10) days prior to the hearing;

(3) If the board of county commissioners determines that a public hearing is not necessary under the circumstances, or following a public hearing if one is called, the board of county commissioners may issue a certificate to the applicant, authorizing the whole or any part of the operations covered by the application.

**Section 4. Amendment to Section 20-96.** Subsection (b) of Section 20-96 of the Orange County Code is amended to read as follows, with underlines showing additions and ~~strike-throughs~~ showing deletions.

**Sec. 20-96. Modification and renewal of certificates.**

....

(b) At least ninety (90) days prior to the expiration of its certificate, each provider must file an application for renewal of its certificate on forms to be provided by the EMSO. Following notice to interested and appropriate persons, and review and recommendation by the ~~EMSAC~~ EMSO, the renewal application may be granted by the board of county commissioners. A public hearing may be required by the board of county commissioners if there is doubt as to whether adequate service is being provided by the applicant, or if the applicant wishes to change the levels of service or the area covered by the certificate.

**Section 5. Amendment to Section 20-134.** Subsection (a) of Section 20-134 of the Orange County Code is amended to read as follows, with underlines showing additions and ~~strike-throughs~~ showing deletions.

**Sec. 20-134. Modification and renewal of licenses and permits.**

(a) In order to renew a license or vehicle permit for alternative transportation services and vehicles, the applicant shall:

(1) Submit a renewal application to the department at least ninety (90) days prior to the expiration of the license or permit on forms to be provided by the EMSO. Following notice to interested and appropriate persons, ~~and review and recommendation by the advisory council,~~ the renewal application may be granted by the board of county commissioners. A public hearing may be required by the board of county commissioners if

190           there is doubt as to whether adequate service is being provided by  
the applicant.

192     **Section 6.     Effective Date.** This ordinance shall become effective pursuant to general law.

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

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

202

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

208 By: \_\_\_\_\_  
210 Deputy Clerk


212 S:\McHenry\Ordres\EMS Advisory Council\EMSOOrdinance90915.docx




Interoffice Memorandum

January 26, 2016

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners (BCC)

FROM: Alberto A. Vargas, MArch., Manager, Planning Division 

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

SUBJECT: Adoption Public Hearings – 2015-2 Regular Cycle and Small-Scale Development Comprehensive Plan Amendments and, Where Applicable, Concurrent Rezoning and Substantial Change Requests – Session II

The 2015-2 Session II Regular Cycle and Small-Scale Development Comprehensive Plan Amendments and, where applicable, concurrent rezoning or substantial change requests are scheduled for a BCC adoption public hearing on January 26, 2016. Eight amendments were heard by the Planning and Zoning Commission (PZC)/Local Planning Agency (LPA) at an adoption hearing on December 17, 2015. A binder containing the staff reports, including back-up material, has been provided under separate cover. The reports are also available under the Amendment Cycle section of the County's Comprehensive Planning webpage:

<http://www.orangecountyfl.net/PlanningDevelopment/ComprehensivePlanning.aspx>.

The three 2015-2 Regular Cycle Amendments scheduled for BCC consideration on January 26 were heard by the PZC/LPA at a transmittal public hearing on June 18, 2015, and by the BCC at a transmittal public hearing on July 28, 2015. Transmittal public hearings for 2014-2 Regular Cycle Amendments 2014-2-C-CP-1 and 2014-2-A-4-4 were held before the LPA on July 18, 2014, and before the BCC on August 5, 2014. The County requested an extension, granted by the Department of Economic Opportunity (DEO) on February 12, 2015, to allow staff additional time to resolve several outstanding issues. The County subsequently requested a second extension, granted by DEO on October 26, 2015. Two Small-Scale Development Amendments are also slated for public hearings before the BCC on January 26.

The 2015-2 Session II Regular Cycle – State-Expedited Review amendments scheduled for consideration on January 26 include one privately-initiated text amendment; three privately-initiated Future Land Use Map Amendments (located in Districts 1 and 4), one of which involves a concurrent rezoning request (2015-2-A-1-5) and one including a substantial change (2015-2-A-1-3). In addition, two staff-initiated text amendments will be considered. Each of the proposed Future Land Use Map Amendments entails a change to the Future Land Use Map for properties ten acres or

greater in size. The text amendments may include changes to the Goals, Objectives, and/or Policies of the Comprehensive Plan.

The three 2015-2 Regular Cycle – State-Expedited Review Amendments have been reviewed by DEO, as well as other state and regional agencies. On September 11, 2015, DEO issued a comment letter, which did not contain any concerns about the amendments undergoing the State-Expedited Review process. Pursuant to 163.3184, F.S., the proposed amendments must be adopted within 180 days of the comment letter. The Regular Cycle Amendments undergoing the State-Expedited Review process will become effective 31 days after DEO notifies the County that the plan amendment package is complete. These amendments are expected to become effective in March 2016, provided no challenges are brought forth for any of the amendments.

The Small-Scale Development Amendments slated for public hearing on January 26 include two privately-initiated Future Land Use Map Amendments (located in Districts 2 and 6), one of which (2015-2-S-6-1) features a concurrent rezoning request. If the BCC adopts the proposed amendments, the Small-Scale Development Amendments will become effective 31 days after the public hearing, provided no challenges are brought forth for any of the amendments.

Any questions concerning this document should be directed to Alberto A. Vargas, MArch, Manager, Planning Division, at (407) 836-5802 or [Alberto.Vargas@ocfl.net](mailto:Alberto.Vargas@ocfl.net) or Gregory Gologowski, AICP, Chief Planner, Comprehensive Planning Section, at (407) 836-5624 or [Gregory.Gologowski@ocfl.net](mailto:Gregory.Gologowski@ocfl.net).

AAV/jmd

Enc: 2015-2 Regular Cycle and Small Scale Development Amendments – Session II – BCC Adoption Binder

c: Christopher R. Testerman, AICP, Assistant County Administrator  
Joel Prinsell, Deputy County Attorney  
Roberta Alfonso, Assistant County Attorney  
Whitney Evers, Assistant County Attorney  
John Smogor, Planning Administrator, Planning Division  
Gregory Gologowski, AICP, Chief Planner, Planning Division  
Olan D. Hill, AICP, Chief Planner, Planning Division  
Read File



## Interoffice Memorandum

DATE: 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: **Alberto Vargas, MArch, Manager**  
**Planning Division**  
**(407) 836-5354**

SUBJECT: January 26, 2016 – Public Hearing  
Ordinance repealing the Jobs-to-Housing Linkage Program for  
the Innovation Way Overlay

This public hearing is to consider a staff request and associated recommendation from the Planning and Zoning Commission (PZC) at their January 21, 2016, meeting. The request is to repeal the Jobs to Housing Linkage Program for the Innovation Way Overlay Ordinance to be consistent with the deletion of corresponding policies in the Comprehensive Plan.

The existing Ordinance is attached, with the suggested deletions identified with strike-through text. Also attached is the proposed ordinance to effectuate the repeal.

**ACTION REQUESTED: Repeal the Jobs to Housing Linkage Program Ordinance for the Innovation Way Overlay - District 4**

JVW/AV/gg  
Attachment

DRAFT  
12/18/15

ORDINANCE NO. 2016-\_\_\_\_

AN ORDINANCE OF ORANGE COUNTY, FLORIDA,  
REPEALING THE JOBS-TO-HOUSING LINKAGE  
PROGRAM ORDINANCE FOR THE INNOVATION WAY  
OVERLAY, ADOPTED AS ORDINANCE NO. 2010-05 AND  
CODIFIED AT SECTION 30-751 THROUGH SECTION 30-  
761 OF ARTICLE XVI OF CHAPTER 30 OF THE ORANGE  
COUNTY CODE; AND PROVIDING AN EFFECTIVE  
DATE

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

*Section 1. Repeal of Jobs-to-Housing Linkage Program Ordinance.* The Jobs-to-  
Housing Linkage Program Ordinance for the Innovation Way Overlay, adopted by Ordinance  
No. 2010-05 and codified at Section 30-751 through Section 30-761 of the Orange County Code,  
is hereby repealed.

*Section 2. Effective date.* This ordinance shall become effective on the day that the  
Innovation Way comprehensive plan amendments adopted by Ordinance No. 2016-\_\_\_\_ become  
effective.

ADOPTED THIS 26<sup>th</sup> DAY OF JANUARY, 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



# Proposed Changes to Orange County Jobs-to-Housing Linkage Program Ordinance for the Innovation Way Overlay

## ~~ARTICLE XVI. JOBS TO HOUSING LINKAGE PROGRAM ORDINANCE FOR THE INNOVATION WAY OVERLAY~~

### ~~Sec. 30-751. Title.~~

~~This article shall be known and may be cited as the "Jobs-to-Housing Linkage Program Ordinance  
for the Innovation Way Overlay."~~

~~(Ord. No. 2010-05, § 1, 4-20-10)~~

### ~~Sec. 30-752. Findings.~~

~~The board of county commissioners ("board") hereby finds as follows:~~

- ~~(a) The Innovation Way Overlay, as hereafter defined and depicted in Appendix "A," is part of  
Orange County's planning vision for the 2010-2030 planning horizon for a portion of  
southeastern Orange County. This vision has been formally adopted into the Orange County  
2010-2030 Comprehensive Plan ("Comprehensive Plan") pursuant to F.S. § 163.3184, by  
Ordinance No. 2006-08. The boundaries of the Innovation Way Overlay are depicted on Exhibit  
"B" of Ordinance No. 2006-08, which is attached hereto and incorporated herein by reference  
as Appendix "A."~~
- ~~(b) The vision for the Innovation Way Overlay includes the Innovation Way Corridor, part of a  
regional corridor linking the University of Central Florida to Orlando International Airport,  
anchoring the creation of economic catalysts, such as clean industries and technology parks,  
and creating and retaining high technology/high value jobs and businesses. This high-  
technology corridor concept is vital to the sustainable economic growth of Orange County and  
the Orlando metropolitan area and diversification of the region's economic employment base.~~
- ~~(c) The Innovation Way vision also is founded on innovative mixed-use urban form that supports  
multi-modal transportation and infrastructure, sustainable economic development, and the  
balancing of economic development with environmental protection.~~
- ~~(d) The Innovation Way Overlay Comprehensive Plan goal, objectives, and policies require the  
creation of an ordinance establishing a Jobs-to-Housing Linkage Program ("Linkage Program")  
as hereafter described.~~

~~(Ord. No. 2010-05, § 1, 4-20-10)~~

### ~~Sec. 30-753. Scope.~~

~~This article shall be effective against all properties lying within the Jobs-to-Housing Linkage Program  
Area ("Linkage Program Area") within and abutting the Innovation Way Corridor as depicted on Appendix  
"B," which is attached hereto and incorporated herein by reference, unless such property is expressly  
exempt under section 30-755(b).~~

~~(Ord. No. 2010-05, § 1, 4-20-10)~~

### ~~Sec. 30-754. Purpose and intent.~~

~~The purpose of this article is to implement the applicable goals, objectives and policies of the  
comprehensive plan and, more specifically, to implement the adopted Innovation Way goal, objectives  
and policies (Future Land Use Element Goal FLU5 and related objectives and policies). The intent of this  
article is to establish a jobs-to-housing balance linkage program that accomplishes the following:~~

- ~~(a) Supports sustainable, energy efficient development patterns by placing residential and  
nonresidential uses in close proximity to each other to effectively reduce commuting distances  
for a significant percentage of Innovation Way residents;~~

- ~~(b) Helps to achieve an optimal regional jobs-to-housing balance of 1.5 jobs per housing unit by setting minimum required jobs-to-housing balance targets and by encouraging land use patterns that will help to attract additional job growth;~~
- ~~(c) Encourages a mix of housing types that matches available jobs in the Innovation Way Overlay so that the salaries of the persons working there are commensurate with the cost of housing within the Innovation Way Overlay;~~
- ~~(d) Encourages that the majority of jobs, particularly high tech/high value industry jobs, be located in close proximity to a Multi-Modal Transportation Corridor or the Innovation Way Corridor, thus reducing traffic impacts on the regional roadway network by promoting jobs in locations with convenient access to transit, walking and bicycling, while still allowing private vehicle travel;~~
- ~~(e) Meets the requirements of a Multi-Modal Transportation District, as defined by the comprehensive plan and by F.S. § 163.3180, and is consistent with the guidelines contained in the county's Innovation Way Multi-Modal Transportation District, as it may be amended from time to time;~~
- ~~(f) Ensures that a sufficient inventory of lands within the Innovation Way Linkage Program Area be reserved for the development of high tech/high value industries for a period of at least thirty (30) years;~~
- ~~(g) Provides criteria to be used by the county to consider the conversion of lands reserved for the development of high tech/high value industries in the Innovation Way Linkage Program Area;~~
- ~~(h) Determines how much land must be reserved for high tech/high value industries;~~
- ~~(i) Describes how the linkage program will be implemented; and~~
- ~~(j) Establishes that conditions ensuring compliance with the Linkage Program will be incorporated into each development order ("DO"), detailed area plan ("DAP"), and planned development land use plan ("PD-LUP") adopted within the Innovation Way Linkage Program Area, and in turn within each related development plan ("DP"), preliminary subdivision plan ("PSP"), and PSP/DP.~~

~~(Ord. No. 2010-05, § 1, 4-20-10)~~

~~Sec. 30-755. Applicability and exemptions.~~

- ~~(a) Applicability. This article applies to all real property within the Innovation Way Linkage Program Area, unless expressly exempt under subsection (b). For such property, all development approvals, including, but not limited to, the following, shall be subject to the requirements of this article:~~
  - ~~(1) Comprehensive plan amendment;~~
  - ~~(2) Rezoning;~~
  - ~~(3) DAP;~~
  - ~~(4) Development of regional impact ("DRI");~~
  - ~~(5) PD-LUP;~~
  - ~~(6) PSP;~~
  - ~~(7) PSP/DP;~~
  - ~~(8) DP; and~~
  - ~~(9) Substantial deviation to a DO, an amendment to a DAP, or substantial change to a PD-LUP, a PSP, a PSP/DP, or a DP.~~
- ~~(b) Exemptions. The following real property is exempt from the requirements of this article:~~
  - ~~(1) A single-family house or a single-family lot of record, existing as of June 13, 2006;~~
  - ~~(2) Any development that is consistent with the future land use map ("FLUM") and zoning designations and approvals existing on the property as of June 13, 2006, provided such development is consistent with those designations and approvals; and~~

- (3) ~~Any development with a consistency vested rights determination, provided the vested rights do not expire and the development occurs in a manner that is consistent with the vested rights determination.~~

~~(Ord. No. 2010-05, § 1, 4-20-10)~~

~~Sec. 30-756. Definitions.~~

~~When used in this article, the following words, terms, and phrases shall have the meanings ascribed to them in this section, except where the context may clearly indicate a different meaning:~~

~~Cleantech industries means industries dedicated to the research, development and operation of technologies that optimize the use of natural resources and offer cleaner or less wasteful alternatives to traditional products and services, such as alternative energy generation and storage (including but not limited to biomass, ethanol, solar, water, and wind power generation); environmental engineering and consulting (including, but not limited to, the development of water and wastewater treatment and conservation technology, air purification, environmental testing and analysis, environmental remediation services and the development of biodegradable materials and fabrics); "smart technology" infrastructure; technologies that increase resource use efficiency (including the development of hybrid vehicle technology, lighter materials for vehicles, and smart logistics software); nano-technology; the development of "smart construction" and biodegradable materials and fabrics; environmental testing and analysis; and remediation services.~~

~~Consistent or consistency means an assessment of depictions, data and required information that the county finds are not contrary to or inconsistent with but instead maintain or further the requirements for identification, management and reservation of the jobs-to-housing balance targets and high tech/high value industry lands as established in sections 30-757 and 30-758.~~

~~High tech/high value jobs means jobs in fields such as medicine, physics, biology, chemistry, mathematics, engineering, computer science, cleantech industries, and aerospace, including especially those dedicated to research and development. "High tech jobs" include jobs provided in a high tech industry as defined below and "high value jobs" include jobs, in any industry, with average annual salaries that exceed one hundred fifteen (115) percent of the average wage in Orange County as published by the Bureau of Labor Statistics or the Florida Agency for Workforce Innovation.~~

~~High tech industry means high tech industries that include technology oriented sectors, such as biotechnology, cleantech, computer equipment, defense, aerospace, electronics, photonics, medical equipment, medical supplies, software, multimedia, data, semiconductors and related devices, telecommunications, and professional research and testing services.~~

~~High tech/high value industry lands means parcels that are to be developed with office and/or industrial uses providing land inventory for high tech/high value jobs sufficient to satisfy the ratios prescribed by this article, and specifically designated as such on a PD-LUP.~~

~~Innovation Way Corridor means the area depicted within the bold black lines shown on the Innovation Way Overlay (Scenario 5) map as the "Potential Innovation Way Road" depicted on Appendix "A." A copy of Appendix "A" shall be kept on file with the Planning Division at 201 South Rosalind Avenue in Orlando.~~

~~Innovation Way Jobs-to-Housing Linkage Program Area ("Linkage Program Area") means the area depicted on Appendix "B," as it may be amended by ordinance from time to time as developments lying abutting or wholly or partially within the Innovation Way Corridor are approved. A copy of Appendix "B," as it may be amended from time to time, shall be kept on file with the Planning Division at 201 South Rosalind Avenue in Orlando.~~

~~Innovation Way Multi-Modal Transportation District or Innovation Way MMTD means the Innovation Way Multi-Modal Transportation District as adopted by Ordinance No. 2009-28, as it may be amended from time to time.~~

~~Innovation Way Overlay means the Innovation Way Overlay Study Area depicted on "Exhibit B" of Amendment #2006-1-B-FLUE-2, Ordinance No. 2006-08, which exhibit is attached to Ordinance No. 2010-05 as Appendix "A."~~

~~Jobs-to-housing balance (JHB) means the ratio that defines the jobs-to-housing relationship, which is represented by a ratio between the number of jobs (employment) and number of residential units (homes,~~

~~houses) located within a defined geographic boundary or unit, including but not limited to a PD or DAP boundary. For purposes of this definition and article, "jobs" shall mean permanent jobs, not temporary or nonpermanent jobs, such as construction-related jobs.~~

~~Multi-modal transportation corridor, for purposes of this article, means a transportation corridor designated on a county-approved plan to accommodate high capacity transit service, such as frequent bus service, bus rapid transit, express bus service, light rail, commuter rail, or any similar form of multi-passenger service with daily service.~~

~~Prepared land means land that has been prepared for development and possesses the appropriate land use and zoning designations and approvals to accommodate the proposed use and that is served by adequate roadway and utility infrastructure, or construction plans have been approved for such infrastructure.~~

~~(Ord. No. 2010-05, § 1, 4 20-10)~~

~~Sec. 30-757. Jobs to housing balance targets.~~

~~(a) Unless exempt under section 30-755(b), the development program for a DAP, DRI, and/or PD-LUP located within the Linkage Program Area ("project") shall provide a breakdown of maximum amount of development per land use category (residential dwelling units, number of square feet of nonresidential uses and/or other applicable unit) proposed at build-out. The development program shall be consistent with the required jobs-to-housing balance ("JHB") targets described in this section. Any development program adjustments using the trip generation matrix for such development, as approved by the county, must also be consistent with the required JHB targets described in this section.~~

~~(b) Jobs-to-housing balance targets are hereinafter designated for lands both inside and outside the Innovation Way Corridor. The JHB targets for a project shall be based on the percentage of developable lands (gross area less wetland, surface waters and Environmental Land Stewardship Program Lands) inside and outside the Innovation Way Corridor.~~

~~(c) The development program for a project shall be considered to have an acceptable JHB if the proposed ratio of jobs to number of residential units (jobs divided by residential units) meets or exceeds the minimum JHB that shall be determined by using the targets and formulas provided in the subsections below. The required number of jobs for a project may be located anywhere within the project, as approved by the county, except as explicitly stated otherwise within this article. The minimum JHB targets are established as follows:~~

~~(1) Minimum JHB target inside the Innovation Way Corridor: 1.60;~~

~~(2) Minimum JHB target outside the Innovation Way Corridor: 0.50;~~

~~(d) The minimum JHB target for a project shall be calculated using the following formula:~~

$$\text{P}_{\text{sub}} \times 1.60 + (\text{P}_o \times 0.50) = \text{Minimum JHB target for the project}$$

~~P<sub>sub</sub> = Percentage of developable land inside the Innovation Way Corridor.~~

~~P<sub>o</sub> = Percentage of developable land outside the Innovation Way Corridor.~~

~~(e) For purposes of this article, the number of jobs generated by development shall be calculated using the following employee generation rates by land use:~~

Land Use	Employee Generation Rates**
Office*	1 employee per 350 sq. ft.
Retail	1 employee per 670 sq. ft.
Industrial	1 employee per 665 sq. ft.

Hospital	1 employee per 230 sq. ft.
Educational	1 employee per 767 sq. ft.
Hotel	0.9 employee per room
<p>* Office includes finance, insurance and real estate (FIRE) services, and government offices</p> <p>** Sources: Arthur C. Nelson (2004), City of Orlando, and U.S. Dept. of Energy</p>	

(f) ~~For the purpose of reservation of high tech/high value industry lands, weighted JHB targets shall be used to determine the minimum number of jobs required to balance the proposed number of residential units. The weighted JHB targets are established as follows:~~

~~(1) Weighted JHB target inside the Innovation Way Corridor; 1.60;~~

~~(2) Weighted JHB target outside the Innovation Way Corridor; 0.20;~~

(g) ~~The weighted JHB target for a project shall be calculated using the following formula:~~

~~$(P_{\text{sub}} \times 1.60) + (P_o \times 0.20) = \text{Weighted JHB target for the project}$~~

~~$P_{\text{sub}}$  = Percentage of developable land inside the Innovation Way Corridor.~~

~~$P_o$  = Percentage of developable land outside the Innovation Way Corridor.~~

(Ord. No. 2010-05, § 1, 4-20-10)

~~Sec. 30-758. Reservation of high tech/high value (HT/HV) industry lands.~~

~~(a) In order to meet the requirement to reserve high tech/high value industry lands contained in the Innovation Way goal, objectives and policies of the comprehensive plan, sufficient land shall be identified as high tech/high value industry lands in the PD-LUP to accommodate that portion of the development program intended to meet the weighted JHB target for the PD-LUP. These lands shall be designated for office and/or industrial uses, capable of accommodating high tech/high value industries. The determination of the amount of land needed to be reserved for high tech/high value industries shall be based on the following:~~

~~(1) The weighted JHB target that results from applying the formula in subsection 30-757(g) shall be multiplied by the total number of proposed residential units, which results in the number of high tech/high value industry jobs. This number of jobs shall be used to determine the square footage required.~~

~~(2) The square footage derived from subsection (a)(1) shall be divided by 0.30, which is the minimum floor area ratio ("FAR") to be used in the land calculations, unless a higher minimum FAR is otherwise specified in the proposed PD-LUP and is accepted by the planning division. The resulting acreage shall be the amount of lands needed to be reserved for high tech/high value industries within the proposed PD-LUP.~~

~~(b) The high tech/high value industry lands shall be designated on the PD-LUP. A portion of a project's development program shall be identified to meet the minimum number of jobs determined in subsection (a). The identified portion of the development program shall be designated for office ("P-O") and/or industrial (I-1A, I-1/I-5, or I-2/I-3) uses. The number of jobs generated by the proposed development shall be calculated using the employee generation rates for office and industrial land uses found in the table at subsection 30-757(e).~~

~~(c) All high tech/high value industry lands shall be located within one half (0.5) mile of a Multi-Modal Transportation Corridor located within the Linkage Program Area, the majority of which shall be~~

located within the Innovation Way Corridor and within one-quarter (0.25) mile of the Multi-Modal Transportation Corridor.

- ~~(d) As a condition of approval for the original PD-LUP for a nonexempt project, lands designated as high tech/high value industry lands shall be reserved for those uses designated on the PD-LUP for at least thirty (30) years from the date of approval of the PD-LUP, unless a conversion is approved pursuant to section 30-759.~~
- ~~(e) Upon approval by the county, the build-out development program shall be adopted as part of the applicable future land use map amendment; DAP; DRI; substantial deviation to a DRI; PD-LUP; or substantial change to a PD-LUP.~~
- ~~(f) Nothing in this section or article shall be construed to require the owner or developer of a development program contained in a PD-LUP or comprehensive plan policy FLU8.1.4 approved prior to May 1, 2010, to seek entitlements in addition to those existing on that date in order to satisfy or meet the requirements of this section or article. Nevertheless, such owner or developer shall not be excused from having to designate and reserve high tech/high value industry lands as required by this section for entitlements existing as of that date.~~

~~(Ord. No. 2010-05, § 1, 4-20-10)~~

~~Sec. 30-759. Conversion of high tech/high value industry lands.~~

- ~~(a) Conversions of high tech/high value industry land designations shall be prohibited for at least thirty (30) years after approval of the PD-LUP on which they were originally designated, except as provided below:~~
  - ~~(1) During the thirty year minimum reservation period, the county, upon request, shall consider approving any proposal to convert HT/HV industry lands to provide workforce housing units if the requisite ten (10) percent workforce housing units have previously been developed within the subject project, and provided that the conditions in subsections (b)(1)-(5), below, have been met.~~
  - ~~(2) During the thirty year minimum reservation period, the county, upon request, shall consider any proposal to exchange the location of high tech/high value industry lands for lands with other land use designations within the project, provided that no net loss of high tech/high value industry lands will result and the location is otherwise consistent with section 30-758 of this article.~~
  - ~~(3) During the thirty year minimum reservation period, the county, upon request, shall consider any proposal to modify the PD-LUP to reduce the acreage of designated high tech/high value industry lands, provided the development program proposed within the high tech/high value industry lands has been fully or partially accommodated on less land as a result of a development intensity exceeding the 0.30 FAR initially used to determine the amount of high tech/high value industry lands to be reserved.~~
- ~~(b) After the mandatory thirty year minimum reservation period expires, the county, upon request, shall consider any proposal to convert high tech/high value industry lands, provided no more than fifteen (15) percent of the acreage designated as HT/HV industry lands on the PD-LUP on which the HT/HV lands were originally designated may be allowed to be converted each year after the thirty year minimum reservation period has elapsed, and provided the applicant demonstrates the following:~~
  - ~~(1) The proposed conversion is neither inconsistent with nor conflicts with the purpose and intent of the Innovation Way Overlay goal, objectives and policies;~~
  - ~~(2) The proposed conversion continues to support workforce housing and/or the transit readiness of the Innovation Way Corridor;~~
  - ~~(3) The project will continue to meet the weighted jobs-to-housing balance target identified in the PD-LUP at build-out;~~
  - ~~(4) There is a clearly demonstrated need for the conversion based on an accepted market analysis (such an analysis may (A) discuss the supply of prepared land within the portion of the Linkage Program Area designated for the proposed use, (B) compare the rate of building permit approvals to the absorption of committed and "prepared" land use inventory supply, and (C)~~

compare the timing and need for development with the development program approved to date within the subject PD-LUP); and

- (5) ~~All other relevant requirements for the development of regional impact (DRI), development order (DO), planned development (PD), and/or detailed area plan (DAP), whichever is applicable, have been met.~~

~~(Ord. No. 2010-05, § 1, 4-20-10)~~

~~Sec. 30-760. Amendments to linkage program area.~~

~~No proposed development abutting or lying wholly or partially within the Innovation Way Corridor but not lying within the Linkage Program Area may be approved unless and until the Linkage Program Area is simultaneously amended to include all of such development, all of which shall occur at such time as the Urban Service Area boundary is amended to include such development.~~

~~(Ord. No. 2010-05, § 1, 4-20-10)~~

~~Sec. 30-761. Processing of development applications.~~

- ~~(a) Generally. All applications for comprehensive plan amendments, DAPs, DRIs, rezonings, PD-LUPs, and amendments or substantial deviations and changes thereto, must demonstrate consistency with the Linkage Program requirements identified in this article, including this section. All PD-LUP applications and substantial changes thereto shall be processed consistent with the county's planned development (PD) review process, except to the extent the requirements in this section conflict with the PD review process.~~
- ~~(b) In the event that a nonexempt parcel within the Linkage Program Area has a PD-LUP that was approved prior to May 1, 2010, then prior to approval of any new or pending application for a PSP, PSP/DP or DP, the PD-LUP shall be amended as a nonsubstantial change in order to identify lands that qualify for high tech/high value industry designation and to designate them as such for the purposes of meeting the reservation requirements set forth in section 30-758.~~
- ~~(c) As part of the county's PD process, all proposed PD-LUPs and substantial changes subject to the requirements of this article shall demonstrate consistency with the Linkage Program and submit the following:
  - ~~(1) Provide sufficient information to enable the appropriate county staff to determine whether the application is consistent with the requirements of this article.~~
  - ~~(2) Once depictions and representations have been submitted on the PD-LUP pursuant to this section and approved, all subsequent applications submitted for approval shall be consistent with previously approved Linkage Program submittals, and any changes to approved Linkage Program depictions and representations must be made through this same process.~~
  - ~~(3) Identify the property's land use designation(s) as it appears on the adopted DAP or DRI.~~
  - ~~(4) Provide the jobs-to-housing targets, and the approximate acreage of high tech/high value industry lands, consistent with section 30-757.~~
  - ~~(5) Provide documentation showing how the jobs-to-housing targets have been generated using the formulas provided in section 30-757.~~
  - ~~(6) Describe the proposed location of high tech/high value industry lands on the PD-LUP consistent with the requirements of this article.~~
  - ~~(7) If applicable, explain how the conversion of high tech/high value industry lands is consistent with the requirements of section 30-759.~~~~
- ~~(d) Within ten (10) days of the approval of the original PD-LUP, the applicant of the PD-LUP shall record in the public records of Orange County, Florida, a notice of the Linkage Program obligations for the property in substantially the following form:~~

Jobs-to-Housing  
Linkage Program Notice

The property that is described in attached Exhibit "A" (the "Property") is located within the Innovation Way Jobs-to-Housing Linkage Program Area ("Linkage Program Area") in Orange County, Florida. Please be advised that property located within the Linkage Program Area may be subject to the requirements of the Orange County Jobs-to-Housing Linkage Program Ordinance (the "Linkage Program Ordinance"). The Linkage Program Ordinance provides that all development approvals in the Linkage Program Area are contingent upon 30-year reservation of high tech/high value industry lands, as defined in the Linkage Program Ordinance.

- (e) In addition to recording the notice required in subsection (d), the following form of disclosure shall be provided by a seller for signature to any purchaser of property that is located within the Innovation Way Linkage Program Area in conspicuous type and in a document that is separate and distinct from the contract for purchase and sale:

~~Jobs-to-Housing Linkage  
Program Disclosure Statement~~

~~If you are considering purchasing property within the Innovation Way Linkage Program Area ("Linkage Program Area") in Orange County, you should know these basic facts:~~

- ~~1. Property in the Linkage Program Area may be subject to the requirements of the Orange County Jobs-to-Housing Linkage Program Ordinance ("Linkage Program Ordinance").~~
- ~~2. The Linkage Program Ordinance provides that all development approvals in the Linkage Program Area are contingent upon reservation of high tech/high value industry lands, as defined in the Linkage Program Ordinance.~~
- ~~3. Before you sign a purchase and sale contract, be sure that you read and understand the Linkage Program Ordinance and how it affects the property you are purchasing.~~

~~I have read and understand the disclosures provided in this disclosure statement prior to execution of a contract to purchase property in the Linkage Program Area:~~

~~\_\_\_\_\_~~  
~~[signature of purchaser]~~

~~\_\_\_\_\_~~  
~~[print name of purchaser]~~

The disclosure statement shall be conclusively deemed conspicuous if it is typed in uppercase letters and typed in at least twelve point font.

(Ord. No. 2010-05, § 1, 4-20-10)





Interoffice Memorandum

January 7, 2016

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

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

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

SUBJECT: January 26, 2016 – Public Hearing  
Amendments to the Environmental Land  
Stewardship Program Ordinance; Chapter 15, Article XVIII

The Environmental Protection Division (EPD) is presenting amendments to the Environmental Land Stewardship Program (ELSP) Ordinance, as follows:

1. To clarify lands being preserved by an applicant under the ELSP meet one or more of the five primary principals;
2. Delegates authority to the Environmental Protection Officer (EPO) to make certain decisions related to an ELSP application;
3. Minor updates to agency names, abbreviations, and review processes;
4. Adds an exemption for changes to existing development that do not effect ELSP lands;
5. Adds clarification on the conveyance mechanism(s) of ELSP lands and adds a one-time management fee; and
6. Changes the management plan requirement for smaller ELSP lands.

EPD presented the Ordinance amendments to the Environmental Protection Commission (EPC) on August 26, 2015, who unanimously voted to recommend the approval of the revised Ordinance.

Page Two  
January 26, 2016 – Public Hearing  
Amendments to the Environmental Land  
Stewardship Program Ordinance; Chapter 15, Article XVIII

The Planning and Zoning Commission held a work session on the draft ordinance on September 17, 2015, and will hold a Public Hearing on January 21, 2016 for the proposed Ordinance amendments.

**ACTION REQUESTED: Approval of Ordinance regarding Environmental Land Stewardship Program Code Amendments, as recommended by Staff. All Districts**

JVW/LC: mg

Attachment

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AFFECTING THE USE OF LAND IN  
ORANGE COUNTY BY AMENDING CHAPTER 15 OF  
THE ORANGE COUNTY CODE RELATING TO THE  
ENVIRONMENTAL LAND STEWARDSHIP PROGRAM;  
AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
ORANGE COUNTY:

*Section 1. Amendments to Sections 15-821, 15-822, 15-823, 15-824 and 15-825.*

Sections 15-821 ("Legislative Findings"), Section 15-822 ("Purpose and Intent"), Section 15-823  
("Definitions"), Section 15-824 ("Applicability and Exemptions"), and Section 15-825  
("Processing of Development Applications") of the Orange County Code are amended to read as  
follows, with underlines showing additions and strike-throughs indicating deletions:

*Sec. 15-821. Legislative Findings.*

The Board of County Commissioners (the "Board") finds  
as follows:

(a) Prior to 2006, the land included in what is now  
known as the Innovation Way Overlay, generally bounded by State  
Road 417 on the west, State Road 528 on the north, the  
Econlockhatchee River on the east, and the Osceola County line on  
the south, was designated primarily for rural use in the Future Land  
Use Element and the Future Land Use Map of the Comprehensive  
Plan.

(b) In 2005, Orange County Mayor Richard Crotty  
proposed the vision of a regional high-technology corridor linking  
the University of Central Florida to the Orlando International  
Airport, and thereafter the County commissioned the 2005  
Innovation Way Economic Development and Resource  
Management Study ("Study") ~~conducted by Ivey Planning Group,~~  
~~LLC.~~

40 (c) The Study was completed in December 2005 and  
42 created a platform to begin the planning process for the Innovation  
44 Way Overlay.

46 (d) Through a series of intensive community meetings  
48 and several public hearings, a planning vision for the Innovation  
50 Way Overlay was created. Central to this planning vision was the  
52 creation of a regional corridor linking the University of Central  
54 Florida to the Orlando International Airport, anchoring the creation  
56 of economic catalysts like industry and technology parks and the  
58 creation of high technology/high value jobs and businesses.

(e) This high technology corridor concept, vital to the  
economic growth of the greater Orlando metropolitan area and  
diversification of the region's economic and employment base,  
requires higher development densities and intensities than can be  
accomplished with the rural future land uses that were designated  
for the Innovation Way Overlay.

60 (f) Although greater density and intensity of  
62 development is necessary to achieve the economic goals of the  
64 high technology regional corridor, there are substantial areas of  
66 ecologically important lands located within the Innovation Way  
68 Overlay, and the need for economic diversification and  
70 development must be balanced with the protection of the  
72 environment.

(g) The vision for the Innovation Way Overlay,  
incorporates the high technology corridor concept and includes  
protection of ecologically important lands. This balancing of high  
technology/high value economic development with environmental  
protection requires innovative urban form, multimodal  
transportation concepts and infrastructure, and sustainable  
development practices.

76 (h) The Board formally adopted the vision for and  
78 created the Innovation Way Overlay by adopting goals, objectives,  
80 and policies and by adopting a map depicting the Innovation Way  
82 Overlay, in the Comprehensive Plan in 2006 (Ordinance #2006-  
84 08). These goals, objectives and policies for the Innovation Way  
Overlay required the creation of an Environmental Land  
Stewardship Program ("ELSP") by adoption into the  
Comprehensive Plan and implementation by ordinance.

86 (i) The Board amended the Comprehensive Plan goals,  
objectives and policies in 2009 (Ordinance #2009-28) and in 2015  
88 (Ordinance No. 2015- ) to establish the ELSP and set forth its  
primary principles consistent with the original purpose.

90 (j) The primary purpose of the ELSP is to provide  
92 protection for the area's environmental resources while allowing  
opportunities for sustainable economic development.

94 (k) Consistent with the Comprehensive Plan goals,  
96 objectives and policies pertaining to the Innovation Way Overlay  
and the ELSP, and the primary purpose of the ELSP, lands to be  
98 protected under the ELSP are identified based on one or more of  
the following five principles: to provide additional buffering along  
100 the Econlockhatchee River; to create, enhance, and preserve  
wildlife corridors; to provide adequate crossings for wildlife and  
102 water conveyance; to protect habitat on ecologically important  
lands; and to protect rare habitat. The County, in cooperation with  
104 the owners of the ~~five~~ largest properties within the Innovation Way  
Overlay (the ~~ICP DRI~~ International Corporate Park property south  
106 of State Road 528, the ~~proposed~~ Innovation Way East  
~~DRI property~~, the ~~proposed~~ Camino Reale ~~DRI property~~, the  
108 ~~proposed~~ Starwood ~~DRI/PD property~~, and the property formerly  
known as Camino Reale South), all as more particularly described  
110 on Appendix "B<sub>1</sub>"; created a map known as the *Innovation Way*  
*Environmental Land Stewardship Program (ELSP) Map*  
112 (Innovation Way ELSP Map). The overarching goal of the map  
was to identify Stewardship Lands (as hereinafter defined) on  
114 those five referenced properties, ~~in addition to the previously~~  
~~approved Innovation Place DRI~~, which meet one or more of the  
116 five principles, consistent with the objectives and policies of  
Innovation Way. The map was submitted to and approved by the  
118 County.

120 Data from multiple sources was used and relied upon for analysis  
and identification of Stewardship Lands on the ~~five referenced~~  
122 properties, including the following: the Innovation Way Study,  
Florida Natural Areas Inventory (FNAI), St. Johns River Water  
124 Management District (SJRWMD) and South Florida Water  
Management District (SFWMD) Databases, Florida Land Use,  
126 Cover and Forms Classification Systems (FLUCFCS), National  
Soil Natural Resources Conservation Service (NRCS), Federal  
128 Emergency Management Agency (FEMA), Florida Fish and  
Wildlife Conservation Commission ("FFWCC") Habitat Model  
130 Data, and specific site indicators such as topography, vegetation,  
soils data, floodplain information, and other field observations.

132  
134 **Sec. 15-822. Purpose and Intent.**

136 This Article is established to implement the goals,  
138 objectives and policies of the Comprehensive Plan adopted by the  
140 Board to help preserve lands conceptually identified as  
Stewardship Lands on the *Innovation Way ELSP Map*, or other  
lands within the Innovation Way Overlay that meet one or more of  
the primary principles. The primary principles are:

142 (a) Provide additional buffering along the  
144 Econlockhatchee River;

146 (b) Create, enhance and preserve wildlife corridors;

148 (c) Provide adequate crossings for wildlife and water  
conveyance;

150 (d) Protect habitat on ecologically important lands; and

152 (e) Protect rare habitat.  
154

**Sec. 15-823. Definitions.**

156 When used in this Article, the following words, terms and  
158 phrases shall have the meanings ascribed to them in this section,  
except where the context clearly indicates a different meaning:

160 **Conservation Areas** are those lands defined by ~~Orange~~  
162 ~~County Code, Chapter 15, Article X, Section 15-364.~~

164 **Ecologically Important Lands** are lands with qualifying  
environmental characteristics or function based on scientific data  
166 or study.

168 **Environmental Land Stewardship Program** ("ELSP") is  
that program identified in the Comprehensive Plan as Objective  
170 FLU5.5 and its associated policies, including specific criteria to be  
used in the evaluation and establishment of Stewardship Lands and  
172 adoption of the Innovation Way ELSP Map.

174 **Environmental Land Stewardship Area Determination**  
("ELSAD") is the mechanism to be used during the development  
176 approval process to identify those lands being set aside to meet the  
primary principles underlying the ELSP. In the event that a parcel

has a valid Conservation Area Determination ("CAD") from EPD, the CAD must be updated to ~~include~~ identify upland Stewardship Lands.

**EPD** is the Orange County Environmental Protection Division.

**Environmental Protection Officer ("EPO")** is as defined in Section 15-32, and for the purposes of this ordinance, includes the EPO's designee.

**Firewise techniques** are activities that reduce the loss of lives, property, and resources to wildland fire by building and maintaining communities in a way that is compatible with the natural surroundings, and managing undeveloped land, green spaces, agricultural land and property to maintain it in its natural condition.

**Innovation Way Environmental Land Stewardship Program Map (Innovation Way ELSP Map)** is the conceptual map identifying Stewardship Lands on certain properties within the Innovation Way Overlay. The Innovation Way ELSP Map was adopted into the Comprehensive Plan as FLU Map 20 by Ordinance #2009-28. The Innovation Way ELSP Map is on file in at the offices of EPD~~the Orange County Environmental Protection Division, 800 Mercy Drive, Orlando, Florida 32808.~~

**Innovation Way Overlay** is the Innovation Way Overlay Study Area designated on "Exhibit B" of Ordinance #2006-08. This exhibit is attached hereto as Appendix "A" and is on file at the offices of Orange County Planning Division,~~201 South Rosalind Avenue, Orlando, Florida 32801.~~

**Lot of Record** is a lot which is a part of a subdivision, the plat of which has been lawfully recorded in the office of the clerk of the circuit court of the county, or a parcel of land, the deed of which was lawfully recorded in the office of the clerk of the circuit court of the county on or before October 7, 1957.

**Preservation Areas** are lands that are either in public ownership, or lands that have been platted with development rights granted to Orange County, or a County-approved entity, or lands that have been encumbered with a conservation easement granted to the County or other government agency.

\* \* \*

*Stewardship Lands* are those lands offered for preservation through the ELSP (including conservation areas, buffers required by state and County regulation, and additional lands required to be preserved under this ordinance) that are determined to be consistent with Comprehensive Plan Objective FLU5.5 and associated policies. Stewardship Lands must meet one or more of the principles of the ELSP, which are to:

1. Provide additional buffers along the Econlockhatchee River;
2. Provide adequate crossings for wildlife and water conveyance;
3. Enhance or create existing wildlife corridors;
4. Protect habitat on ecologically important lands; and
5. Protect rare habitat.

Lands identified as Stewardship Lands on the Innovation Way ELSP Map ~~are presumed to meet~~ have demonstrated that the lands meet one or more of these principles.

*Stewardship Lands Assignment* is an assignment of all or a portion of the credit for Stewardship Lands that have been preserved and have a management plan in place.

*Stewardship Lands Study* is a study that identifies Stewardship Lands on properties within the Innovation Way Overlay. A Stewardship Lands Study shall identify lands that meet one or more of the five principles of ELSP and shall be based on data from multiple sources such as: the Innovation Way Study; ~~Florida Natural Areas Inventory FNAI; St. Johns River SJRWMD and South Florida Water Management District SFWMD Databases; Florida Land Use Cover Classification Systems FLUCFCS; U.S. Fish & Wildlife Service USFWS, National Wetlands Inventory (NWI) Maps ; National Soil Conservation Service NRCS; Federal Emergency Management Agency FEMA; FFWCC Model Data; Orange County Geographic Information Systems layers, including Conservation Areas, Strategic Habitat Conservation Areas, and Orange County Soil Surveys; Florida Geographic Data Library, including Biodiversity Hotspots and Integrated Wildlife Habitat Ranking System; and specific site indicators such as topography, vegetation, soils data, floodplain information, and other field observations.~~ The methodology for a Stewardship Lands Study must be approved by the EPO ~~or his or her designee~~ prior to commencement of the study.



266  
268 **Sec. 15-824. Applicability and exemptions.**

270 (a) *Applicability.* This Article applies to development  
272 of all property within the Innovation Way Overlay unless  
274 otherwise exempt. For such property, all non-exempt development  
276 approvals, including, but not limited to, the following, shall be  
278 subject to the requirements of this Article:

(1) Comprehensive Plan amendment;

(2) Rezoning;

(3) ~~Detailed Area Plan (“DAP”);~~

(4) Development of Regional Impact (“DRI”)  
282 Development Order (“DO”), including any substantial  
284 deviation or rescission of the DO.

(5) ~~Planned Development Land Use Plan (“PD-  
286 LUP”); and any substantial changes thereto;~~

(6) Innovation Way Planned Development  
288 Regulating Plan (“IW-PD-RP”), and any substantial  
290 changes thereto;

(7) Preliminary Subdivision Plan (“PSP”), and  
292 any substantial changes thereto;

(8) Preliminary Subdivision Plan (“PSP”)/  
296 Development Plan (“DPs”), including any substantial  
298 change thereto; and

(9) Development Plan (“DP”), including any  
300 substantial change thereto; and

302 ~~Any substantial deviations to a DRI Development Order (“DO”),~~  
304 ~~an amendment to a DAP, or a substantial change to a PD-LUP, a~~  
306 ~~IW-PD-RP, a PSP, a PSP/DP, or a DP shall be subject to the~~  
308 ~~requirements of this Article.~~

(b) *Exemptions.* The following ~~property~~ development is  
310 exempt from the requirements of this Article:

(1) A single-family house on a single-family lot  
of record.

(2) Any development that is consistent with the Future Land Use Map (FLUM) and zoning designations existing on the property as of June 13, 2006, provided such development is consistent with those designations.

(3) Any land located within a Rural Settlement as of June 13, 2006.

(4) Any land owned by Orange County, the City of Orlando, Orlando Utilities Commission, ~~Orlando-Orange County~~ Central Florida Expressway Authority, or the State of Florida or its agencies, provided such land is used for a public purpose.

(5) Any development with a consistency vested-rights determination provided the vested rights do not expire and the development occurs in a manner that is consistent with the vested rights determination.

(6) Any approval of a substantial deviation, a rescission of a DO, or a substantial change to an existing development that:

a. does not affect the location or acreage of Environmental Stewardship Lands; and

b. does not increase the density or intensity of the existing development approval as measured by trip generation in average daily trips.

***Sec. 15-825. Processing of Development Applications.***

(a) *Generally.* All applications for Comprehensive Plan amendments, ~~DAPs~~, ~~DRIs~~, rezonings, PD-LUPs, IW-PD-RPs, PSPs, PSP/DPs, DPs, and substantial amendments or changes thereto, must demonstrate consistency with the ELSP requirements identified in this section.

(1) Copies of all ~~applications~~ development applications shall be submitted to EPD. All applications must provide sufficient information to determine compliance with the requirements of the ELSP ordinance.

(2) Once ELSP depictions and representations have been submitted pursuant to this section, all subsequent

applications submitted for approval shall be consistent with previous ELSP submittals, unless otherwise approved by ~~EPD~~ the EPO.

(3) All applications must demonstrate that the proposed project has used existing wetland crossings to the greatest extent practicable. For all new wetland crossings within the Innovation Way Overlay, except those within the Econlockhatchee River Corridor Protection Zone as defined by ~~Chapter 15, Article XI~~, Section 15-443, the applicant must demonstrate that:

- a. There is no practicable alternative to the new crossing;
- b. All practicable measures to minimize harm to the resource have been implemented; and
- c. The wildlife crossing is adequately sized to maintain wildlife movement.

There shall be no additional crossing by road, rail or utility corridors of the Econlockhatchee River Corridor Protection Zone unless the following conditions are met:

- a. There is no feasible and prudent alternative to the crossing;
- b. All possible measures to minimize harm to the resources of the basin will be implemented;
- c. The crossing supports an activity that is clearly in the public interest as determined by the Board; and
- d. The wildlife crossing is adequately sized to maintain wildlife movement.

The use of additional crossings co-located with existing crossings shall be presumed to be the least harmful alternative. The expansion of existing crossings shall be presumed to be less harmful to the resources than the construction of new crossings. Adequate wildlife underpasses shall be provided at all new or

expanded river crossings. Aerial crossings of the protection zone by roads and utilities are encouraged.

(4) No net floodplain encroachment (fill) shall be permitted within the 100-year floodplain of the Big Econlockhatchee River and its named tributaries (Econlockhatchee River Swamp, Fourmile Creek, Little Creek, Turkey Creek, Green Branch, Cowpen Branch, Hart Branch and Long Branch).

(5) "Waterwise" landscaping and other water conservation measures shall be implemented to the greatest extent practicable.

(6) Properties containing wetland/wildlife corridors shall be connected to other natural communities (where practicable) through preservation of land.

(7) No non-native landscape species (excluding turf grasses) shall be located planted within 550 feet of the boundary of any Preservation Areas designated as of December 31, 2009. The limited use of turf grasses as a road or yard stabilizer will be allowed on a case by case basis with prior approval of the EPO.

(8) Development adjacent to designated conservation areas and/or preservation areas shall incorporate firewise techniques on any abutting lots.

(9) The interim agricultural use of proposed Stewardship Lands shall be allowed, so long as such uses are consistent with the Rural/Agricultural Future Land Use designation.

(b) *Comprehensive Plan amendments, rezonings, ~~DAPs~~, DRIs, PD-LUPs, IW-PD-RP and changes thereto.*

(1) Applications for Comprehensive Plan amendments, rezonings, ~~DAPs~~, DRIs, PD-LUPs, IW-PD-RPs and substantial changes thereto shall:

a. Provide a draft ELSAD that includes the following information:

(i) The general location of proposed Stewardship Lands;

- 448 (ii) Identification of wildlife  
450 corridors through the  
452 property and existing  
preserved wildlife corridors  
adjacent to the property;
- 454 (iii) The approximate acreage of  
456 Stewardship Lands. Acreage  
458 must be broken down into  
surface waters, wetlands and  
uplands; and
- 460 (iv) The approximate Stewardship  
462 Lands to gross acreage ratio.  
This ratio shall be derived by  
464 dividing the approximate  
acreage of Stewardship  
466 Lands by the gross acreage of  
the property; and
- 468 (v) A Stewardship Lands Study.  
470 If proposed Stewardship  
Lands are those shown on the  
472 Innovation Way ELSP Map,  
no Stewardship Lands Study  
is required.
- 474
- 476 b. Provide a draft Environmental Land  
478 Stewardship ("ELS") Agreement that  
shall, at a minimum, include the  
following:
- 480 (i) A commitment by the  
482 property owner to preserve  
Stewardship Lands within the  
484 property;
- 486 (ii) The general location of  
488 Stewardship Lands within the  
property;
- 490 (iii) The approximate total  
492 acreage of Stewardship  
Lands within the property;  
and

- 494 (iv) Draft sketches of the  
496 proposed Stewardship Land  
boundaries.
- 498 ~~Upon approval and acceptance by~~  
500 ~~the Board, the final executed ELS~~  
502 ~~Agreement shall be recorded in the~~  
504 ~~Public Records of Orange County,~~  
506 ~~Florida at the sole cost of the~~  
508 ~~applicant. The ELS Agreement, and~~  
510 ~~the obligations therein, shall~~  
512 ~~continue as a servitude running in~~  
514 ~~perpetuity with the land, shall inure~~  
to the benefit of the land and shall be  
binding upon any person, firm, or  
corporation, or other entity that may  
become the grantee of any or all of  
the land or that may otherwise  
become a successor or assign in  
interest, directly or indirectly to the  
land.
- 516 c. Provide baseline data on any wildlife  
518 and plant species listed in Sec.  
520 581.185, F.S. and Rules 68A-27.003,  
522 68A-27.004 and 68A-27.005, F.A.C.,  
524 on the site. This inventory must be  
conducted using the FFWCC and  
526 ~~U.S. Fish and Wildlife Service~~  
USFWS survey methodologies.  
Additionally, baseline data on non-  
listed wildlife and plant species shall  
be provided through a  
reconnaissance level survey. A hard  
copy, electronic copy, and GPS  
coordinates of the data shall be  
provided to the EPD in a format  
compatible with the EPD Master  
Species Access Database.
- 534 d. Provide, if applicable, a draft  
536 restoration plan that describes how  
538 proposed Stewardship Lands that  
were altered after October 13, 2009,  
will be brought to a condition

540 acceptable to the County to be  
541 considered Stewardship Lands.

542 \* \* \*

543 (2) In conjunction with approval of  
544 Comprehensive Plan amendments, rezonings, ~~DAPs~~, DRIs and  
545 PD-LUPs, IW-PD-RPs, the applicant shall:

546 a. Submit an updated draft ELSAD  
547 with final Stewardship Lands to  
548 gross acreage ratio, subject to the  
549 approval of the ~~Environmental~~  
550 ~~Protection Officer~~ EPO;

551 b. Submit ~~an executed~~ a signed ELS  
552 Agreement, that includes the  
553 requirements specified in Section 15-  
554 825 (b)(1)(b)(i)-(iv). which includes  
555 the final Stewardship Lands to gross  
556 acreage ratio, the general location of  
557 Stewardship Lands within the  
558 property, the approximate total  
559 acreage of Stewardship Lands, and  
560 draft sketches of the proposed  
561 Stewardship Land boundaries. The  
562 ELS Agreement shall be subject to  
563 Board approval based upon the  
564 recommendation of the EPO  
565 ~~Environmental Protection Officer~~;  
566 The approved ELS Agreement shall  
567 be recorded in the Public Records of  
568 Orange County, Florida at the sole  
569 cost of the applicant.

570 c. Within 10 days of Board approval of  
571 the ~~DAP~~, DRI, PD-LUP, IW-PD-RP  
572 or Rezoning, record in the Public  
573 Records of Orange County, Florida,  
574 a notice of the ELSP obligations for  
575 the property in substantially the  
576 following form:

577 *Environmental Land Stewardship*  
578 *Program Notice*  
579  
580  
581  
582

The property that is described on the attached Exhibit "A" (the "Property") is located within the Innovation Way Overlay in Orange County, Florida. Please be advised that all property located within the Innovation Way Overlay is subject to the requirements of Orange County Code, Chapter 15, Article XVIII, the Environmental Land Stewardship Program Ordinance (the "ELSP" Ordinance"). The ELSP Ordinance provides that all development approvals in the Innovation Way Overlay are contingent upon preservation of Stewardship Lands, as defined in the ELSP Ordinance. Such preservation requires a management plan, which may include certain continuing resource management practices including, but not limited to: ecological burning, pesticide and herbicide use, exotic plant and animal removal, use of heavy equipment and machinery, and other practices as may be deemed necessary for proper resource management.

\* \* \*

- d. In addition to recording the Notice required in Subsection 15-825 (b)(2)c above, ~~the following form of a disclosure statement~~ shall be provided for signature to any purchaser of property that is located within the Innovation Way Overlay in conspicuous type and in a document that is separate and distinct from the contract for purchase and sale as follows:-

***Environmental Land Stewardship  
Program Disclosure Statement***



628 If you are buying property within the  
630 Innovation Way Overlay in Orange  
County, you should know these basic  
facts:

632 1. Property in the Innovation Way  
634 Overlay is subject to the  
requirements of Orange County  
636 Code, Chapter 15, Article XVIII, the  
Environmental Land Stewardship  
Program (ELSP) Ordinance.

638 2. The ELSP Ordinance provides  
640 that all development approvals in the  
Innovation Way Overlay are  
642 contingent upon preservation of  
Stewardship Lands, as defined in the  
Ordinance.

644 3. The property you are purchasing  
646 may be located adjacent to or in  
close proximity to property  
648 designated as Stewardship Lands  
either now or in the future.  
650 Stewardship Lands are subject to  
management plans that may include  
652 certain continuing resource  
management practices including, but  
654 not limited to: ecological burning,  
pesticide and herbicide use, exotic  
656 plant and animal removal, use of  
heavy equipment and machinery, and  
658 other practices as may be deemed  
necessary for proper resource  
management.

660 ~~3. Before you sign a contract, be~~  
662 ~~sure that you receive written~~  
~~information about the ELSP and how~~  
664 ~~it affects the property you are~~  
~~purchasing.~~

666 I have read and understand the  
disclosures provided in this  
668 disclosure statement prior to  
execution of a contract to purchase  
670 any property in the Innovation Way  
Overlay.

672 [signature of purchaser]

674 [print name of purchaser]

676 The disclosure statement shall be in  
678 conspicuous type and shall be  
680 contained in a single document that  
682 shall be provided to the purchaser  
684 separately from the contract for  
686 purchase and sale and the other  
documents. The disclosure type shall  
be conclusively deemed conspicuous  
if it is all uppercase letters and typed  
in at least twelve-point typeface.

688 (c) *For PSPs, PSP/DPs, DPs, and substantial changes*  
*thereto:*

690 (1) Applications for PSPs, PSP/DPs, DPs, and  
692 substantial changes thereto shall:

694 a. Demonstrate compliance with the  
approved ELSAD or provide an  
696 updated ELSAD that includes the  
following:

698 (i) The specific location of  
700 proposed Stewardship Lands,  
including their location  
702 relative to lands identified as  
Stewardship Lands on  
704 previous ELSADs.

706 (ii) The total acreage of  
Stewardship Lands. Acreage  
708 must be broken down into  
surface waters, wetlands and  
uplands. The total acreage of  
710 Stewardship Lands shall be  
calculated by multiplying the  
712 Stewardship Lands to gross  
acreage ratio by the gross  
714 acreage of the property that is  
the subject of the application.

(iii) The updated ELSAD, if required, is subject to EPDQ approval.

(iv) A Stewardship Lands Assignment pursuant to Section 15-826 (5)-(6) may be submitted in lieu of an ELSAD.

b. Provide an updated inventory of wildlife and plant species as specified in 15-825 (b)(1)(c). listed in ~~Sec. 581.185, F.S. and Rules 68A-27.003, 68A 27.004 and 68A-27.005, F.A.C., that occur on the site. This inventory must be conducted using the FFWCC and U.S. Fish and Wildlife Service survey methodologies. Additionally, baseline data on non-listed wildlife and plant species shall be through a reconnaissance level survey. A hard copy, electronic copy, and GPS coordinates of the data shall be provided to the EPD in a format compatible with the EPD Master Species Access Database.~~

c. If applicable, provide an updated proposed restoration plan, ~~that describes how any proposed Stewardship Lands that were altered after October 13, 2009, will be brought to an acceptable condition to the County to be considered Stewardship Lands.~~

(2) In conjunction with approval of PSPs, PSP/DPs, DPs, and substantial changes thereto, the applicant must demonstrate ability to meet the Stewardship Land preservation requirements by providing proof that sufficient Stewardship Lands are being preserved within the boundaries of the property that is included in the application and/or by providing a Stewardship Lands Assignment pursuant to Section 15-826 assigning credit for

sufficient Stewardship Lands to meet the ~~ratio established in terms~~  
of the associated ELS Agreement.

(d) *Final platting.*

(1) No building permits shall be issued on land within the Innovation Way Overlay prior to approval and execution of a plat.

(2) Prior to approval and execution of any plat, the following are required:

a. Final ELSAD consistent with executed ELS Agreement, approved by the ~~Environmental Protection Officer~~ EPO, or Stewardship Assignment pursuant to Section 15-826 (5)-(6). The Final ELSAD shall include (at a minimum):

(i) Final sketches and legal descriptions of Stewardship Lands;

(ii) Identification of wildlife corridors through the property and existing preserved wildlife corridors adjacent to the property;

(iii) Final acreage of Stewardship Lands broken down into surface waters, wetlands, and uplands; and

(iv) Final Stewardship Lands to gross acreage ratio.

If the final sketches and legal descriptions of Stewardship Lands differ from those shown on the Innovation Way ELSP Map, The ~~Environmental Protection Officer~~ EPO has the authority to approve minor variations provided that such variations are not inconsistent with the five primary principles set forth in Section 15-822, and the

Stewardship Lands to gross acreage ratio set forth in the final ELS Agreement approved by the Board remains equivalent. EPD shall maintain the Innovation Way ELSP Map and shall update it as Stewardship Lands are preserved pursuant to Section 15-825 (d)(3).

b. Management Plan pursuant to Section 15-827; and

c. If applicable, a Final Restoration Plan.

(3) Prior to approval and execution of any plat, and consistent with the ELS Agreement and final ELSAD (and acreage identified in any updated ELSAD submitted and approved as a condition of approval of PSP, PSP/DP, DP, or substantial change thereto), the requisite Stewardship Lands shall be preserved by either:

a. Conveyance to the County in fee simple by warranty deed;

b. Conveyance to a County-approved environmental organization in fee simple by warranty deed; or

c. Recording of a conservation easement in favor of the County or a County –approved environmental organization. The conservation easement shall prohibit the activities listed in Section 704.06(1) (a) – (h), F.S. Florida Statutes.

In all other respects, Sections 15-821, 15-822, 15-823, 15-824, and 15-825 shall remain unchanged.

***Sec. 15-826. Early Preservation of Stewardship Lands.***

Property owners may elect to preserve Stewardship Lands earlier than immediately prior to platting on large areas of their property and then may assign credit for such preservation to subsequent purchasers or other successors-in-interest, subject to

County approval, within the Innovation Way Overlay. If a property owner elects to preserve Stewardship Lands prior to platting pursuant to this Section, and subsequent purchasers of land, or other successors-in-interest, within the Innovation Way Overlay provide proof to the County of assignment of credit for Stewardship Lands during the processing of development applications, some of the steps in the processing of development applications section will be unnecessary.

A property owner may process early preservation of Stewardship Lands through the following process:

(a) The property owner must provide EPD with the following:

(1). An ELS Agreement that shall, at a minimum, include the following:

- a. A commitment by the property owner to pre-preserve Stewardship Lands;
- b. The specific location of Stewardship Lands to be pre-preserved, including a sketch and legal description;
- c. The acreage of Stewardship Lands to be pre-preserved;
- d. A description of the process for assigning credit for early preservation of Stewardship Lands; and
- e. The methodology for determining the purchase cost of the assignment of credit for early preservation of Stewardship Lands.

The ELS Agreement shall be subject to Board approval based on the recommendation of the ~~Environmental Protection Officer~~ EPO, and shall be recorded in the Public Records of Orange County, Florida at the sole cost of the applicant. The ELS Agreement, and the

900 obligations therein, and shall continue as a  
902 servitude running in perpetuity with the  
land, shall inure to the benefit of the land  
904 and shall be binding upon any person, firm,  
or corporation who may become the grantee  
906 of any or all of the land or who may  
otherwise become a successor or assign in  
interest, directly or indirectly to the land.

908 (2) An ELSAD, subject to the approval of the  
910 ~~Environmental Protection Officer EPO~~, that  
includes the following information:

912 a. The specific location of Stewardship  
914 Lands to be pre-preserved.

916 b. An identification of wildlife  
corridors throughout the property  
and existing preserved wildlife  
918 corridors adjacent to the property.

920 c. The acreage of Stewardship Lands to  
be pre-preserved. Acreage must be  
922 broken down into surface waters,  
wetlands and uplands.

924 d. A Stewardship Lands Study. If  
proposed Stewardship Lands are  
926 those shown on the Innovation Way  
ELSP Map, no Stewardship Lands  
928 Study is required.

930 e. If applicable, a restoration plan that  
describes how lands proposed as  
932 Stewardship Lands that were altered  
after October 13, 2009, will be  
934 brought to an acceptable condition to  
be considered Stewardship Lands.

936 (3) Baseline data on any wildlife and plant  
938 species listed in Sec. 581.185, F.S. and  
Rules 68A-27.003, 68A-27.004 and 68A-  
940 27.005, F.A.C., that occur on the site. This  
inventory must be conducted using the  
942 FFWCC and U.S. Fish and Wildlife Service  
survey methodologies. Additionally,

944 baseline data on non-listed wildlife and plant  
946 species shall be provided through a  
948 reconnaissance level survey. A hard copy,  
950 electronic copy, and GPS coordinates of the  
data shall be provided to the EPD in a  
format compatible with the EPD Master  
Species Access database.

952 (b) The property owner shall preserve the  
Stewardship Lands by either:

954 (1) Conveyance to the County by plat, or in fee  
956 simple by warranty deed to include a one-  
time monetary contribution towards land  
management (as determined by the EPO); or

958 (2) Conveyance to a County-approved  
960 environmental organization in fee simple by  
warranty deed; or

962 (3) Recording of a conservation easement in  
964 favor of the County or a County-approved  
environmental organization. The  
966 conservation easement shall prohibit the  
activities listed in Section 704.06(1) (a)-(h),  
968 F.S. Florida Statutes.

970 (c) The property owner shall provide a  
Management Plan pursuant to the requirements of Section 15-827.

972 (d) When the Stewardship Lands have been  
974 preserved and the Management Plan has been approved by the  
~~Environmental Protection Officer~~ EPO, the County shall issue a  
976 letter to the ~~Property Owner~~ property owner acknowledging the  
acreage of Stewardship Lands that has been preserved.

978 (e) The property owner may assign all or a  
980 portion of the credit for the preserved Stewardship Lands to a  
successor-in-interest. The Stewardship Lands Assignment shall be  
982 in writing, executed by the ~~Property Owner~~ property owner or  
authorized agent, shall identify the location and acreage of the  
984 Stewardship Lands, and shall include a tabulation showing the total  
acreage of the previously approved Stewardship Lands, the portion  
986 of the previously approved Stewardship Lands being allocated to  
the current application, and the remaining acreage of the  
988 previously approved Stewardship Lands available for any future



990 applications. Any Stewardship Lands Assignment shall be subject  
to EPO County approval.

992 (f) An applicant who has received a  
994 Stewardship Lands Assignment shall provide a copy of the  
assignment, including a copy of the tabulation referenced in  
996 Section 15-827 (e), in lieu of the ELSAD.

998 ***Sec. 15-827. Management of Stewardship Lands.***

1000 Prior to approval and execution of any plat including  
1002 Stewardship Lands, in addition to demonstrating the preservation  
of Stewardship Lands, a Management Plan for such Stewardship  
1004 Lands shall be in place. The Management Plan shall promote the  
preservation of wildlife and maintenance of native species  
1006 diversity.

1008 The ~~M~~management ~~P~~plan shall, at a minimum, include:

1010 (a) Onsite natural resource overview;

(b) Forest management plan;

1012 (c) Fire management/mechanical treatment plan (if  
practicable (e.g., property is over 100 acres);

(d) Invasive plant and animal species control;

1014 (e) Reporting ~~Schedule~~ schedule;

(f) Identification and location of access points;

1016 (g) Plant and animal monitoring plan;

1018 (h) Financial Mmechanism acceptable to Orange  
County for ~~perpetual~~ maintenance of preservation area(s) (e.g.,  
1020 performance bond, letter of credit, surety bond, Community  
Development District assessment, or other financial assurance  
1022 acceptable to the County) for the duration of the approved  
Management Plan; and

1024 (i) ~~Management fee where Orange County is~~  
1026 ~~designated as the land management steward.~~

1028 All management plans must be approved by the ~~Environmental~~  
1030 ~~Protection Officer-EPO~~. If the Stewardships Lands are to be  
1032 conveyed to a County-approved environmental organization in fee  
simple by warranty deed, the Management Plan must also be  
approved by that agency.

1034 ***Sec. 15-828. Appeals from decisions of Environmental  
Protection Officer.***

1036 Any final decision of the ~~Environmental Protection Officer~~  
1038 EPO under this Article shall be appealable in accordance with  
Section 15-38, ~~Chapter 15, Orange County Code~~.

1040 ***Sec. 15-829. Change in Ownership.***

1042 Should ownership change, it is the responsibility of the  
1044 owner(s) selling the property to inform subsequent owner(s) of the  
Stewardship Land obligation.

1046 ***Sec. 15-830. Code Violation.***

1048 Violation of any of the requirements of this Article  
1050 constitutes a "violation of the code" as set forth in Section 1-9,  
Orange County Code and this Article may be enforced pursuant to  
1052 Chapter 11, Orange County Code.

**Section 2. Effective Date.** This ordinance shall take effect

1054 pursuant to general law.

**APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_.**

1056

**ORANGE COUNTY, FLORIDA**

1058

By: Board of County Commissioners

1060

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

1062

Teresa Jacobs

County Mayor

1064

1066 ATTEST: Martha O. Haynie, Orange County Comptroller  
as Clerk of the Board of County Commissioners

1068

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

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Deputy Clerk

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