

Orange County Government 

Board of County Commissioners 

201 South Rosalind Avenue County Commission Chambers 

1st Floor 

County Administration Center www.OrangeCountyFL.net

## TUESDAY, DECEMBER 18, 2012

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

- Invocation District 4
- Pledge of Allegiance
- Presentation of a resolution to Thomas Ackert
- Public Comment\*

## I. CONSENT AGENDA

#### A. COUNTY MAYOR

1. Confirmation of the following managerial appointments: Kathleen "Kathie" Canning as Executive Director of the Convention Center and Rodney Gutierrez as Manager of Sales and Event Management at the Convention Center. Page 15-19

#### B. COUNTY COMPTROLLER

- 1. Approval of the minutes of the October 16, 2012 meeting of the Board of County Commissioners. (Clerk's Office) Page 20-53
- 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. (Finance/Accounting) Page 20
- 3. Approval of a within-year adjustment to the Supervisor of Elections FY 12/13 monthly draws due to the General Election and the unanticipated recount expenses that came in the first quarter of the new budget year as follows: (Finance/Accounting) Page 20
  - a. December 2012 Supplemental Draw \$900,000.00
  - b. Monthly draws (January-September 2013) \$396,956.68

## 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.

## I. <u>CONSENT AGENDA (Continued)</u>

#### C. COUNTY ADMINISTRATOR

 Confirmation of the reappointment to the Board of Zoning Adjustment of 1) Vishaal S. Gupta as the District 1 representative; 2) Johnny L. Alderman as the District 2 representative; 3) Peter N. Betterman as the District 4 representative; 4) Zachary J. Seybold as the District 5 representative; and 5) Ka'juel Washington as the District 6 representative with terms expiring December 31, 2014. -and-

Confirmation of the appointment of Tony Rey, Jr. as the District 3 representative on the Board of Zoning Adjustment with a term expiring December 31, 2014. (Agenda Development Office) Page 54-55

 Confirmation of the reappointment to the Membership and Mission Review Board of 1) Yog N. Melwani as the District 1 representative; 2) Caroline Dales as the District 2 representative; and 3) Genean McKinnon as the District 5 representative with terms effective January 1, 2013 and expiring December 31, 2014.

-and-

Confirmation of the appointment of T. Picton Warlow IV as the Mayor's representative on the Membership and Mission Review Board with a term effective January 1, 2013 and expiring December 31, 2014. (Agenda Development Office) Page 56-57

- Confirmation of the reappointment to the Orange County Citizen Corps Council of 1) Ronald A. Armillei, Caree Jewell, and Tony Moore as Mayor's representatives; and 2) Dennis Last as the District 4 representative with terms expiring December 31, 2014. (Agenda Development Office) Page 58
- 4. Confirmation of the reappointment to the Planning and Zoning Commission of 1) Betsy VanderLey as the District 1 representative; 2) Marvin B. Barrett as the District 2 representative; 3) Pasquale DiVecchio as the District 4 representative; 4) Rick V. Baldocchi as the District 5 representative; and 5) Paul L Wean as the Mayor's representative with terms effective January 1, 2013 and expiring December 31, 2014.

-and-

Confirmation of the appointment to the Planning and Zoning Commissioner of 1) Tina Demostene as the District 3 representative; and 2) Shannon M. Currie as the District 6 representative with terms effective January 1, 2013 and expiring December 31, 2014. (Agenda Development Office) Page 59-60

5. Confirmation of Commissioner Boyd's reappointment to the Big Sand Lake Advisory Board of John D. Jennings, Alan C. Charron, Gayle W. Blackert, Thomas R. Maurer, and Joseph Georganna with terms expiring December 31, 2014. (Agenda Development Office) Page 61

## I. CONSENT AGENDA (Continued)

#### C. COUNTY ADMINISTRATOR (Continued)

- 6. Confirmation of Commissioner Brummer's reappointment to the South Lake Fairview Advisory Board of Thomas M. Bohn and Robert S. Lawrence with terms expiring December 31, 2014. (Agenda Development Office) Page 62
- 7. Confirmation of Commissioner Clarke's reappointment to the Lake Holden Advisory Board of Ronald Strickler and appointment of Michael B. Smith with terms expiring December 31, 2014. (Agenda Development Office) Page 63
- 8. Confirmation of Commissioner Clarke's reappointment to the Lake Jessamine Water Advisory Board of Carolyn Accola and Judy I. Martin with terms expiring December 31, 2014. (Agenda Development Office) Page 64
- 9. Confirmation of Commissioner Clarke's reappointment to the Lake Mary MSTU Advisory Board of Nancy Crowell, Edwin Johnson, and Russ E. Tatum with terms expiring December 31, 2014. (Agenda Development Office) Page 65
- 10. 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 66-67
- 11. Confirmation of the Orange County Mayor's staff reappointments for the 1<sup>st</sup> Quarter (October - December) FY 2012-2013: (Human Resources Division) Page 68-71

Kenneth V. Adkins, Manager, In-Custody Security Operations, Corrections Lonnie C. Bell, Jr., Director, Family Services

Margaret J. Brennan, Manager, Medical Clinic, Health Services

J. Ricardo Daye, Director, Human Resources, Office of Accountability

Robin L. Hammel, Manager, Engineering, Public Works

Raymond E. Hanson, Director, Utilities

Glenn H. Kramer, Manager, Fiscal & Operational Support, Utilities

Anne Kulikowski, Manager, Fiscal & Operational Support, Administrative Services

Rafael Eduardo Mena, Chief Information Officer, ISS, Office of Accountability Ronald O. Nielsen, Deputy Director, Utilities

Henry V. Preston, Division Chief, Logistics, Fire Rescue Services

Dr. George A. Ralls, Director, Health Services/EMS

David A. Rathbun, Division Chief, Operations, Fire Rescue Services

Randy Singh, Manager, Office of Management & Budget, Office of Accountability Dean Stites, Manager, Fiscal & Operational Support, Community, Environmental

and Development Services

Frederick Winterkamp, Manager, Fiscal and Business Services, Office of Accountability

Errick W. Young, Manager, Business Development, Administrative Services

## I. <u>CONSENT AGENDA (Continued)</u>

#### C. COUNTY ADMINISTRATOR (Continued)

- 12. Approval to designate Annette Rodgers as the 911 Coordinator for Orange County in accordance with the State E911 Plan, F.A.C. Rule 60FF-6.044(3)(a) and F.S. 365.171(10). (Information Systems and Services) Page 72
- 13. Approval of Resolution of the Orange County Board of County Commissioners regarding Dry Color Especialidade Quimicas Ltda. Qualified Target Industry Tax Refund. (Office of Economic, Trade and Tourism Development) Page 73-76
- Approval of Orange County, Florida and University of Central Florida FY 2013 Grant Agreement and authorization to disburse \$650,000 as provided in the FY 2012-13 adopted budget. (Office of Economic, Trade and Tourism Development) Page 77-84
- 15. Approval of budget amendment #13-17. (Office of Management and Budget) Page 85-86
- 16. Approval of budget transfer #13C-0049. (Office of Management and Budget) Page 87-88

#### D. ADMINISTRATIVE SERVICES DEPARTMENT

- Approval to award Invitation for Bids Y13-135-ZM, Sod, Supply and Deliver, to the low responsive and responsible bidder, Hillside Sod Farms, Inc. The estimated annual contract award amount is \$333,000 for a 1-year term. ([Public Works Department Roads and Drainage Division] Purchasing and Contracts Division) Page 89-90
- Approval to award Invitation for Bids Y12-7024-EZ, Powers Drive/Hudson Street Drainage Improvements, to the low responsive and responsible bidder, Stage Door II, Inc. The estimated contract award amount is \$115,195.80. ([Public Works Department Roads and Drainage Division] Purchasing and Contracts Division) Page 91-94
- Approval to award Invitation for Bids Y12-7038-PH, Water Supply and Well Flow Meter Improvements (Bent Oak Storage and Re-Pump Facility (SRF), Cypress Walk and Oak Meadows Water Supply Facility (WSF)), to the low responsive and responsible bidder, Maxwell Contracting, Inc. The total contract award amount is \$773,000. ([Utilities Department Engineering Division] Purchasing and Contracts Division) Page 95-97
- Approval to award Invitation for Bids Y13-709-SB, Orange County Convention Center South Building Chilled Water Compensators, to the sole responsive and responsible bidder, Air Mechanical & Service Corp. The total contract award amount is \$392,900. ([Convention Center Capital Planning Division] Purchasing and Contracts Division) Page 98-100

## I. <u>CONSENT AGENDA (Continued)</u>

#### D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

- 5. Approval to make payment to Community, A Walgreens Pharmacy, for pharmaceutical services rendered to Ryan White eligible HIV/AIDS consumers in the estimated amount of \$950,000. ([Family Services Department] Purchasing and Contracts Division) Page 101-102
- 6. Approval and execution of Assignment of Lease Agreement between Central Florida Young Men's Christian Association, Inc. and Orange County and delegation of authority to the Real Estate Management Division to exercise renewal options, if needed for YMCA-OCCC Billboard, Orange County Convention Center, Orlando, Florida. District 6. (Real Estate Management Division) Page 103-104
- 7. Approval and execution of Lease Agreement between Orlando Sunport Flexspace, Ltd. and Orange County and delegation of authority to the Real Estate Management Division to exercise renewal options, if needed for OCHD – Emergency Storage Facility at 8026 Sunport Drive Units 307-311, Orlando, Florida. District 4. (Real Estate Management Division) Page 105-106
- 8. Approval and execution of Third Amendment of Lease Agreement between Pyramid Properties III, LLP and Orange County and delegation of authority to the Real Estate Management Division to exercise renewal options, if needed for Sheriff's Third Amendment, Orlando, Florida. District 2. (Real Estate Management Division) Page 107-108
- Approval and execution of Distribution Easement between Orange County and Progress Energy of Florida, Inc. and authorization to record instrument for Orange County Landfill Class III Cell 2 LFG expansion 2011. District 4. (Real Estate Management Division) Page 109-110
- Approval and execution of Utility Easement between Orange County and Orlando Utilities Commission and City of Orlando for the use and benefit of the Orlando Utilities Commission, authorization to disburse funds to pay recording fees and record instrument for Silver Star Community Park – Cricket Field. District 6. (Real Estate Management Division) Page 111-112
- Approval of As Is Residential Contract for Sale and Purchase between Orange County and Yauhen Zhyvitski, approval and execution of County Deed from Orange County to Yauhen Zhyvitski and authorization to perform all actions necessary and incidental to closing for NSP Resale – 5220 Laval Drive, Orlando, FL 32839 (NCST). District 3. (Real Estate Management Division) Page 113-114

## I. <u>CONSENT AGENDA (Continued)</u>

#### D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

- 12. Approval of As Is Residential Contract for Sale and Purchase with Addendum to Contract between Orange County and Marcia C. Teixeira, approval and execution of County Deed from Orange County to Marcia C. Teixeira and authorization to perform all actions necessary and incidental to closing for NSP Resale – 4614 Mars Court, Orlando, FL 32839 (NCST). District 3. (Real Estate Management Division) Page 115-116
- 13. Approval of As Is Residential Contract for Sale and Purchase with Addendum to Contract between Orange County and Dwayne A. Walker and Jahlet V. Jones, approval and execution of County Deed from Orange County to Dwayne A. Walker and Jahlet V. Jones and authorization to perform all actions necessary and incidental to closing for NSP Resale – 8012 Stirrupwood Court, Orlando, FL 32818 (NCST). District 6. (Real Estate Management Division) Page 117-118
- 14. Approval of As Is Residential Contract for Sale and Purchase between Orange County and Mario D. Olazabal Perdomo and Marleny D. Del Risco Porto, approval and execution of County Deed from Orange County to Mario D. Olazabal Perdomo and Marleny D. Del Risco Porto and authorization to perform all actions necessary and incidental to closing for NSP Resale – 2626 Tandori Circle, Orlando, FL 32837 (NCST). District 4. (Real Estate Management Division) Page 119-120
- 15. Approval of As Is Residential Contract for Sale and Purchase with Addendum between Orange County and Melissa Usma, approval and execution of County Deed from Orange County to Melissa Usma and authorization to perform all actions necessary and incidental to closing for NSP Resale – 12705 Boggy Pointe Drive, Orlando, FI 32824 (NCST). District 4. (Real Estate Management Division) Page 121-122

## I. <u>CONSENT AGENDA (Continued)</u>

#### E. 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) Page 123-125

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LC 12-1116	LC 12-1170	LC 12-1214	LC 12-1468	LC 12-1507
LC 12-1508	LC 12-1541	LC 12-0917	LC 12-1047	LC 12-1099
LC 12-1108	LC 12-1109	LC 12-1127	LC 12-1250	LC 12-1270
LC 12-1286	LC 12-1323	LC 12-1347	LC 12-1352	LC 12-1356
LC 12-1370	LC 12-1372	LC 12-1373	LC 12-1377	LC 12-1490
LC 12-1499	LC 12-0894	LC 12-1118	LC 12-1183	LC 12-1239
LC 12-1261	LC 12-1277	LC 12-1413	LC 12-1424	LC 12-1434
LC 12-1613	LC 13-0018	LC 13-0024	LC 12-0878	LC 12-0979
LC 12-1088	LC 12-1178	LC 12-1460	LC 12-1095	LC 12-1198
LC 12-1426	LC 12-1453	LC 12-1590	LC 13-0004	LC 12-0798
LC 12-0866	LC 12-0896	LC 12-0903	LC 12-0969	LC 12-1056
LC 12-1152	LC 12-1162	LC 12-1163	LC 12-1172	LC 12-1174
LC 12-1207	LC 12-1213	LC 12-1225	LC 12-1227	LC 12-1260
LC 12-1289	LC 12-1290	LC 12-1331	LC 12-1334	LC 12-1335
LC 12-1337	LC 12-1345	LC 12-1351	LC 12-1386	LC 12-1435
LC 12-1440	LC 12-1458	LC 12-1482	LC 12-1521	LC 12-1596
			-	-

- 2. County Environmental Approval of Orange Protection Commission's recommendation uphold the Environmental Protection Officer's to recommendation to deny the after-the-fact request for variance from Orange County Code, Chapter 15, Article IX, Section 15-342 (g) enclosed docks and remove the enclosure for the Schulting Dock Construction Permit No. BD-12-03-016. District 3. (Environmental Protection Division) Page 126-138
- 3. Approval of Subordination Agreement of Multi-Family Affordable Housing Developer's Agreement for Discounts of Impact Fees, Water Capital Charges and Wastewater Capital Charges between Orange County, Florida and TWC Ninety-Nine Ltd. to refinance Wentworth II Apartments. District 3. (Housing and Community Development Division) Page 139-146

## I. <u>CONSENT AGENDA (Continued)</u>

#### F. PUBLIC WORKS DEPARTMENT

- Approval of State of Florida Department of Transportation County Resolution Grade Crossing Traffic Control Devices and Future Responsibility, Financial Project No. 43216015701, and State of Florida Department of Transportation Railroad Reimbursement Agreement Grade Crossing Traffic Control Devices – County, Financial Project No. 43216015701, among 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 Hiawassee Road in Lockhart. District 2. (Traffic Engineering Division) Page 147-166
- 2. Approval of Project Addendum to Master Agreement between CSX Transportation, Inc. and Orange County for the design of a new full-width concrete grade crossing surface at CSX Railroad Crossing #643 870C on Chancellor Drive, with authorization to pay \$16,000 from Account #1002-072-5086-3197 for the preliminary engineering design. District 6. (Roads and Drainage Division) Page 167-170
- 3. Approval of Project Addendum to Master Agreement between CSX Transportation, Inc. and Orange County for the design of a new full-width concrete grade crossing surface at CSX Railroad Crossing #622 332M on Dividend Drive, with authorization to pay \$16,000 from Account #1002-072-5086-3197 for the preliminary engineering design. District 6. (Roads and Drainage Division) Page 171-174
- 4. Approval of Project Addendum to Master Agreement between CSX Transportation, Inc. and Orange County for the design of a new full-width concrete grade crossing surface at CSX Railroad Crossing #622 322G on Orange Avenue, north of Landstreet Road, with authorization to pay \$16,000 from Account #1002-072-5086-3197 for the preliminary engineering design. District 4. (Roads and Drainage Division) Page 175-178

## II. INFORMATIONAL ITEMS\*\*

#### A. COUNTY COMPTROLLER

- 1. Receipt of the following items to file for the record: (Clerk's Office) Page 179
  - a. City of Winter Park Ordinance <u>2869-12</u>, An Ordinance of the City of Winter Park, Florida annexing approximately 51+- acres of real property referred to as Ravaudage or home acres; generally located in that pocket of unincorporated Orange County area bordered by Lee Road to the south, Orlando Avenue to the east; Monroe Avenue to the north and Bennett Avenue to the west; providing for the amendment of the City of Winter Park's Charter, Article I, Section 1.02, corporate boundaries to provide for the incorporation of the real property annexed hereby into the municipal boundaries; providing for the filing of the revised charter with the Department of State; providing for repeal of prior inconsistent ordinances and resolutions; providing for severability; and 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.

## III. DISCUSSION AGENDA

#### A. COUNTY ADMINISTRATOR

1. Nomination of Richard Maladecki for reappointment as an Orange County representative on the Orange County Library Board of Trustees or nomination of an individual to succeed him with a term effective December 18, 2012 and expiring December 31, 2016. (Agenda Development Office) Page 180-182

#### Adjourn as the Orange County Board of County Commissioners and convene as the Orange County Library District Governing Board

 Appointment of an Orange County representative to the Library Board of Trustees with a term effective December 18, 2012 and expiring December 31, 2016. (Agenda Development Office) Page 183

# Adjourn as the Orange County Library District Governing Board and reconvene as the Orange County Board of County Commissioners

3. Reappointment of Jean R. Sandor and Phillip C. Hollis to the Code Enforcement Board with terms expiring December 31, 2015 or nomination and appointment of individual(s) to succeed them. (Agenda Development Office) Page 184-186

#### B. ADMINISTRATIVE SERVICES DEPARTMENT

- 1. Selection of one consultant and two ranked alternates to provide Development and Administration of Promotional Assessment Process for Multiple Positions within the Fire Rescue Department, Request for Proposals Y13-110-GJ, from the following four firms, listed alphabetically:
  - Booth Research Group, Inc.
  - Ergometrics and Applied Personnel Research, Inc.
  - I/O Solutions, Inc.
  - Morris & McDaniel, Inc.

([Fire Rescue Department] Purchasing and Contracts Division) Page 187-191

#### **ADDENDUM #1**

2. Approval of Memorandum of Understanding between Orange County, Florida and Convention Hotel Partners, LTD. regarding a pedestrian bridge at the West Concourse of the Convention Center.



## III. DISCUSSION AGENDA (Continued)

#### C. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Approval to continue negotiations with the St. Johns River Water Management District on accepting and/or leasing lands. Districts 2 and 5. (Environmental Protection Division) Page 192

#### D. UTILITIES DEPARTMENT

1. Bithlo Community Water Presentation. (Administration) Page 193

#### E. FAMILY SERVICES DEPARTMENT

1. After School Program Presentation. Page 194

## IV. WORK SESSION AGENDA

## A. FAMILY SERVICES DEPARTMENT

1. Citizens' Review Panel for Human Services Presentation. Page 195

## V. <u>RECOMMENDATIONS</u>

December 6, 2012 Board of Zoning Adjustment Recommendations

## VI. PUBLIC HEARINGS

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

#### A. Ordinance

1. Amending Orange County Code, Chapter 23, pertaining to Law Enforcement Impact Fees (Continued from October 30, 2012)

#### B. Substantial Change

2.✓ Applicant: Rick Ortiz, ILH Interchange Center (PD) Land Use Plan (LUP); 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 overtured in a court of law due to prejudice against the party who was not privy to the ex parte communication.

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

\* \* \*

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

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Orange County Communications Division at (407) 836-5631.

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 theses completed reports and forms may be obtained by contacting the relevant Department/Division Office.

#### Orange County Mayor TERESA JACOBS

P.O. Box 1393, 201 South Rosalind Avenue, Orlando, FL 32802-1393 Phone: 407-836-7370 • Fax: 407-836-7360 • Mayor@ocfl.net

December 10, 2012

To: Board of County Commissioners

Mayor Teresa Jacobs

From:

bard of County Commissioner

1 10111.

Subject: Managerial Appointments Consent Agenda – December 18, 2012

It is my pleasure to inform you of the following appointments in two key managerial positions at the Convention Center.

#### Executive Director, Convention Center - Kathleen "Kathie" Canning

As noted in my previous memo, the Orange County Convention Center is going through a transition this year with Jessie Allen's retirement in October and Tom Ackert's impending retirement this month. These two individuals have over forty years of combined experience at the Convention Center and have provided excellent leadership as the Center has grown to the second largest convention center in the country and arguably the best in service. To ensure that our Center continues to hold its competitive advantage in the industry and operate at the world class standards established by Mr. Ackert and Mr. Allen, it is imperative that we appoint the right person to lead the Center going forward. I am pleased to appoint Kathie Canning to the Executive Director of the Convention Center as she is the right person to meet the future challenges, and provide the leadership and continuity necessary to ensure the continued success of the Center.

Ms. Canning joined the Convention Center in 1985 and over the past 27 years, she has provided invaluable assistance in the sales, planning and development for the Center's four expansion projects. In December 2002, Ms. Canning was promoted to the position of Deputy General Manager, with oversight of the Sales and Marketing, and Event Management Divisions, which are responsible for executing all events. Her performance in this role was outstanding and in July 2012, Ms. Canning was promoted again to the role of General Manager. Ms. Canning is highly regarded in the industry, with her colleagues and with staff.

Ms. Canning is an active member of the Professional Convention Management Association, International Association of Exposition Managers, and the International Association of Assembly Managers. Born and educated in New York City, she graduated from York College with a Bachelor's degree in Education and received her Master of Arts degree in Education from Adelphi University. Her background includes teaching as well as sales and marketing for the hospitality industry in New York and Florida. Her résumé is attached. Managerial Appointments Consent Agenda – December 18, 2012 December 10, 2012 Page 2

Ms. Canning will begin her role as the Executive Director of the Convention Center at an annual salary of \$175,000.

#### Manager of Sales and Event Management, Convention Center - Rodney Gutierrez

With the promotion of Yulita Osuba to Deputy General Manager, there is a current vacancy in the Manager of Sales and Event Management position. I am pleased to appoint Rodney Gutierrez to this position.

Mr. Gutierrez joined the Center in March of 2011 as a Senior Sales Manager and has since excelled in his role, while gaining great respect from his colleagues throughout the Convention Center. Mr. Gutierrez brings 16 years of experience in management, meeting planning, as well as sales and marketing with a track record of meeting and exceeding goals. He has held management positions with his previous employers, Darden Restaurants and Tupperware.

Mr. Gutierrez has a Bachelor of Science degree in Liberal Studies with concentrations in Hospitality Management and Business. He is a Certified Meeting Professional (CMP) and is active with Meeting Planners International, as well as the International Association of Exhibition and Events. His résumé is attached.

Mr. Gutierrez will begin his new role as the Manager of Sales and Event Management at an annual salary of \$96,408.

# ACTION REQUESTED:

Confirmation of the following managerial appointments: Kathleen "Kathie" Canning as Executive Director of the Convention Center and Rodney Gutierrez as Manager of Sales and Event Management at the Convention Center.

Attachment

c: Ajit Lalchandani, County Administrator

#### Kathleen Canning

Deputy General Manager, Orange County Convention Center 9800 International Drive, Orlando, FL 32819 <u>Kathie.connlng@occc.net</u> 407-685-9833

#### EXPERIENCE

#### Deputy General Manager Orange County Convention Center, Orlando, Florida

Assist in the operation of management of the Convention Center, focusing on the Marketing and Event Services, Human Resources and Security Divisions. Oversee the day-to-day functions of a 2.1 million square feet facility, making recommendations pertaining to policy changes and operating budgets.

#### Marketing Manager Orange County Convention Center, Orlando, Florida

The Marketing Manager reported to the Executive Director and is responsible for the marketing and sales functions of the Convention Center. Developed and maintained a strategic sales and marketing plan in response to changing and future market conditions. Prepared and monitored 2 million annual budgets while anticipating future expenditures and staffing levels. With a targeted market of 4,400 conventions and tradeshows, the Sales and Marketing Division solicits business through the year 2025. Created and implements an advertising and public relations campaign to maximize exposure to the convention and tradeshow industry. Planned, directed and coordinated the work plan; meet with management staff to identify and resolve problems; assigned projects and areas of responsibly, and reviewed policies and procedures.

#### Sr. Account Executive Orange County Convention Center, Orlando, Florida

Planned and attended client tradeshows, familiarization trips and sales blitzes across the country promoting Orlando as a convention destination. Generated substantial business to warrant further expansion of the facility. With an occupancy level of 57% out of a maximum 70%, an estimated 967,224 convention delegates spent approximately \$951.3 million in Orange County in 1998 (the first year of full operation in the expanded facility).

#### Sales Manager

#### Orange County Convention Center, Orlando, Florida

Directed the activities of five account executives in their efforts to generate convention bookings on an annual or rotating basis, while maximizing the available space at the Center. Maintained effective relationship with clients, management and industry partners.

#### EDUCATION

- Bachelor of Arts, York College, City University of New York, NY
- Masters of Arts, Adelphi University, Garden City, NY
- Senior Executive Symposium, Cornell University, Ithaca, NY
- PCMA Executive Edge, Georgetown University, Washington, DC
- Train the Trainer Certification, Meeting Planners International, Dallas, TX

#### COMMUNITY INVOLVEMENT

- Rosen College of Hospitality Management Adjunct Professor of Hospitality
- United Way Leadership Club
- Leadership Orlando Graduate
- Visit Orlando Board of Directors, Board Member
- Visit Orlando PCMA & ASAE Host Committee

#### INDUSTRY ASSOCIATION AFFILIATION

- Professional Convention Management Association (PCMA)
- American Society of Association Executives (ASAE)
- International Association for Exhibition & Events (IAEE)
- International Association of Assembly Managers (IAAM)

**KEY ATTRIBUTE:** A very close personal working relationship with hundreds of OCCC clients

## 2002-Present

# **1998-2002**

1994-1998

1984-1994

# RODNEY GUTIERREZ, CMP

826 Moonlit Lane, Casselberry, FL 32707 · 407-668-8292 · rgutierrezcmp@yahoo.com

## Meeting Professional

Dedicated and technically skilled business professional with a versatile skill set developed through experience as a manager of meetings, senior sales manager, association meeting planner and corporate meeting planner.

Excel in implementation of meetings and events with innovative solutions, systems and process improvements proven to increase efficiency, customer satisfaction and ROL

Offer advanced computer skills in MS Office Suite, EBMS and other applications/systems.

Key Skills

Management Staff Development and Training Expense Reduction

Contract Preparation Spreadsheet and Database Creation Accounts Payable/Receivable

Marketing and Advertising Meeting and Event Planning Floor Plan Design

### Experience

Orange County Convention Center, Orlando, FL

#### Senior Sales Manager, Northeast and West Coast Markets

Senior Sales Manager responsible for citywide accounts based in the Northeast and West Coast markets. Solicit and work with Fortune 100 companies, exhibit companies and large trade association that range in attendance from 1,500 to 25,000 people and in size from 200,000 to 1,000,000 gross square feet. Results: Sales goals reached in first year in terms of attendance and revenue.

Interact with various departments and service partners of the convention center that impact the success of the tradeshows and events.

Conduct sales calls, planning visits, site visits and client events.

#### BCD Travel, Orlando, FL

#### Manager of Meetings & Events

Managed the meetings and events team of three meeting planners on the Darden Restaurants account. Accountable for the implementation and execution of 400+ Darden and various brands' conferences, meetings and events. Responsible for meeting budgets in excess of \$7 million. Worked with C Level executives pertaining to Board and executive meetings. Results: Able to decrease expenditures by 15% by implementing controls on excessive spending in food & beverage, room rental, audiovisual and transportation.

Implemented registration program to be used for conferences, internal events, surveys and request for proposals.

Instrumental in developing local and national accounts with numerous business partners (e.g. hotels, transportation companies).

#### TUPPERWARE, Orlando, FL

Meeting Plannet Served as meeting planner for the United States division and for worldwide meetings. Responsible for the execution and implementation of annual jubilee event, board meetings, international meetings, incentive programs and executive meetings (VP Level and above). Results: Able to decrease overall meetings expenditures by 10%.

Oversaw the selection process of destinations, hotels and venues for the various programs.

Developed processes to streamline the RFP and contracting process.

18

2005 to 2010

2011 to present

2003 to 2005

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#### CONVERGYS, Lake Mary, FL

1999 to 2001

#### Manager of Meetings

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Manager of a team of two meetings planners who responsible for various company meetings and user conferences. Executed leadership meetings and retreats as well as client and golf events. Results: Developed budgets and various forms for the meetings and programs.

Responsible for the development and training of the meeting planners.

Created contract addendums that were used for the meetings.

#### ORLANDO CONVENTION & VISITORS BUREAU, Orlando, FL

#### Sales Manager, Northeast Market

Sales manager responsible for groups with peak room nights from 101 to 4000. Territory included Fortune 100 and 500 corporations and associations in the Northeast and Mid-Atlantic area (states included Pennsylvania, Massachusetts, Virginia, DC, Maryland). Results: Sales goal reached and exceeded by 6% yearly.

Interfaced with member hotels as it pertained to meeting leads and site visits for clients.

Coordinated familiarization trips for corporate and association meeting planners to experience Orlando as a destination.

KAUTTER MANAGEMENT GROUP, Altamonte Springs, FL

1996 to 1998

1993

2002

#### Meeting Planner

Meeting planner for an association management company that managed multiple trade, medical and Florida based associations. Worked with the Executive Director, the conference chair and the Board of specific associations. In charge of advertising sales for association and convention publications. Results: Increased advertising revenue by 15%.

Responsible for the RFP, contract negotiations, budget and execution of assigned conferences.

Created trade show floor plans and worked with pharmaceutical companies and other companies concerning booth placement.

#### Education

UNIVERSTY OF CENTRAL FLORIDA, Orlando, FL.

Bachelor of Science, Liberal Studies - concentration on hospitality management and business

#### Designations

CERTIFIED MEETING PROFESSIONAL

**Convention Industry Council** 

#### Professional Organizations

MEETING PROFESSIONAL INTERNATIONAL

#### Greater Orlando Chapter - Director of Leadership Development (2012-2013)

#### INTERNATIONAL ASSOCIATION OF EXHIBITION AND EVENTS

**References upon Request** 

I. CONSENT AGENDA COUNTY COMPTROLLER 1-3

MATHOLY

#### **OFFICE OF THE COMPTROLLER**

ORANGE COUNTY FLORIDA

MARTHA O. HAYNIE, CPA County Comptroller

201 South Rosalind Avenue Post Office Box 38 Orlando, Florida 32802 Telephone: 407-836-5690 Fax: 407-836-5599 Website www.occompt.com

#### COUNTY COMMISSION AGENDA Tuesday, December 18, 2012

#### COUNTY COMPTROLLER

#### Items Requiring Consent Approval

- 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.
- 2. Approval of the minutes of the October 16, 2012, meeting of the Board of County Commissioners.
- 3. Approval of a within-year adjustment to the Supervisor of Elections FY 12/13 monthly draws due to the General Election and the unanticipated recount expenses that came in the first quarter of the new budget year.

Listed below are the adjusted amounts requiring approval:

- a. December 2012 Supplemental Draw \$900,000.00
- b. Monthly draws (January-September 2013) \$396,956.68

#### ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS' MEETING

Date:	Tuesday, October 16, 2012
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, Fred
	Brummer, John Martinez, Ted Edwards, Tiffany Russell;
	Commissioner Jennifer Thompson joined the meeting where indicated.
Others Present:	County Comptroller Martha Haynie as Clerk, County Administrator
others i resent.	Ajit Lalchandani, County Attorney Jeffrey J. Newton

- CALL TO ORDER, 9:04 a.m.
- REMEMBRANCE

For the passing of Earl K. Wood, Orange County Tax Collector and Orange County employee Monica Harris-Spires, Neighborhood Preservation and Revitalization Division.

- INVOCATION Pastor Randolph Bracy, Jr., The New Covenant Baptist Church
- MEMBER JOINED: Commissioner Thompson
- PLEDGE OF ALLEGIANCE
- PRESENTATION

Proclamation designating October 31, 2012 as Red Ribbon Week

#### • PRESENTATION

Proclamation designating October 27 through November 3, 2012 as Week of the Family

• PUBLIC COMMENT

The following person addressed the Board for public comment: Cheryl Moore.

- OFFICIAL RECOGNIZED: Town of Eatonville Mayor Bruce Mount
- COUNTY CONSENT AGENDA

Motion/Second: Commissioners Russell/Martinez AYE (voice vote): All members Action: The Board

- Deferred Administrative Services Department Item 7
- Deleted Administrative Services Department Item 9

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

**County Comptroller** 

- 1. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same had not been drawn on overexpended accounts. Periods are as follows:
  - September 28, 2012, to October 4, 2012; total of \$84,500,780.71.
  - October 5, 2012, to October 11, 2012; total of \$23,327,938.03.

(Finance/Accounting)

- 2. Disposition of Tangible Personal Property as follows: (Property/Accounting)
  - a. Scrap assets
  - b. Dispose of an asset that was totaled out by our Third Party Administrator for its Salvage value
  - c. Donate assets valued at \$414 to the University of Central Florida Research Foundation, Inc.

County Administrator

- 1. Approval of overtime earnings paid to Leslie Cauthen in calendar year 2011 in the amount of \$2,493.95.
- Confirmation of Commissioner Thompson's appointment of Judy I. Martin to the Lake Jessamine Water Advisory Board with a term expiring December 31, 2012. (Agenda Development Office)
- 3. Approval of the Membership and Mission Review Board recommendations for the following advisory board appointments/reappointments: (Agenda Development Office)
  - a. Affordable Housing Advisory Board: Appointment of Matthew Ramirez to succeed Angel L. de la Portilla in the real estate representative category and Jodi L. Santiago to succeed George "Oscar" Anderson in the Orange County resident representative category with terms expiring June 30, 2014.
  - b. Commission on Aging: Appointment of Dr. Esther Pichardo to succeed Vienna L. Avelares in the at large representative category with a term expiring June 30, 2013 and Monserrate Vargas to succeed Sandra L. Johnson in the at large representative category with a term expiring June 30, 2014.
  - c. Community Development Advisory Board: Appointment of Amber D. Benton to succeed Barbara F. Burns in the District 6 representative category with a term expiring June 30, 2014.

- d. Disability Advisory Board: Appointment of Reinaldo Vazquez to succeed Dr. Carolyn P. Upson in the at large representative category with a term expiring June 30, 2013.
- e. Housing Finance Authority: Appointment of Mercedes F. McCall in the finance representative category to succeed Barbara Ashley-Jones in the low-income housing representative category with a term expiring December 31, 2015.
- f. Orange County Enterprise Zone Development Agency: Reappointment of Mike Rhodes in the local code enforcement agency representative category with a term expiring June 30, 2016 and the appointment of Shirley A. Walker to succeed Willie Cooper in the local workforce development board representative category with a term expiring June 30, 2014.
- 4. Approval of Contract Y13-2047 with United Arts of Central Florida to serve as the County's fiscal agent for the Cultural Tourism and Cultural Facilities programs with a fee not-to-exceed \$185,000 for FY 2013. (Arts and Cultural Affairs Office)
- 5. Approval of Contract Y13-2048 with United Arts of Central Florida for general support in the amount of \$668,554 for FY 2013. (Arts and Cultural Affairs Office)
- 6. Approval for the Orange County Sheriff's Office to spend \$2,000 from the Law Enforcement Trust Fund to provide eligible contributions to Latino Leadership, Inc. (Office of Management and Budget)
- 7. Approval to disburse payment for the Florida Association of Counties (FAC) membership fee totaling \$107,130 as provided in the FY 2012-13 adopted budget. (Office of Management and Budget)
- 8. Approval of Orange County, Florida, and Central Florida Veterans Memorial Park Foundation, Inc. Memorial Grant Agreement and authorization to disburse funding in accordance with the terms and conditions of the agreement. (Office of Management and Budget)
- 9. Approval of budget amendments #13-01, #13-02, #13-03, and #13-04. (Office of Management and Budget)
- 10. Approval of budget transfers #13C-0001, #13C-0002, #13C-0003, #13C-0004, #13C-0005, and #13C-0007. (Office of Management and Budget)
- 11. Approval of CIP (Capital Improvements Program) amendments #13C-0001, #13C-0002, #13C-0003, #13C-0004, #13C-0005, and #13C-0007. (Office of Management and Budget)
- 12. Approval of payment of Intergovernmental claims of; June 7, 2012, June 14, 2012, June 28, 2012, July 12, 2012, July 26, 2012, August 9, 2012, August 16, 2012 and August 30, 2012, in the total amount of \$3,259,161.88. (Risk Management Division)

Administrative Services Department

- 1. Approval to award Invitation for Bids Y12-1083-EZ, Term Contract for Stormwater Pond Maintenance, to the low responsive and responsible bidder, Frank Gay Plumbing, Inc., in the estimated contract award amount of \$499,146 for a 1-year term contract. Further, authorized the Purchasing and Contracts Division to renew the contract for the option years. ([Administrative Services Department Facilities Management Division] Purchasing and Contracts Division)
- 2. Approval to award Invitation for Bids Y12-1120-JS, Street Sweeping Services for EPD (Environmental Protection Division) Lake Management, to the low responsive and responsible bidder, USA Services of Florida, Inc., in the estimated annual contract amount of \$103,044. Further, authorized the Purchasing and Contracts Division to exercise the option years as required. ([Community, Environmental and Development Services Department Environmental Protection Division] Purchasing and Contracts Division)
- Approval to award Invitation for Bids Y12-7022-PH, Whitney Drive, Florida Mall and Woodbury Drive Sanitary Sewer Rehabilitation, to the low responsive and responsible bidder, FE Development Recycling, Inc., for a total contract amount of \$323,822. ([Utilities Department Engineering Division] Purchasing and Contracts Division)
- 4. Approval to award Invitation for Bids Y12-7047-SB, Pine Hills Community Center Fencing, to the low responsive and responsible bidder, MVB & Associates, Inc, in the total contract award amount of \$128,435. ([Administrative Services Department Facilities Management Division] Purchasing and Contracts Division)
- 5. Approval of Amendment No. 2, Term Contract Y12-1013, Tree Trimming and Related Services, with Seay Tree Services, Inc., in the estimated amount of \$75,000, for a revised total estimated contract amount of \$307,250. ([Administrative Services Department Facilities Management Division] Purchasing and Contracts Division)
- Approval and execution of Resolutions, County Deed and Subordinations of County Utility Interests between Orange County and the State of Florida Department of Transportation and authorization to record instruments for Central Florida Commuter Rail Transit (Meadow Woods Station) (State Road CRT). District 4. (Real Estate Management Division)
- 7. Approval and execution of Distribution Easement from Orange County to Progress Energy Florida, Inc. and authorization to record instrument for Rhode Island Woods Circle (Progress Energy Easement). District 4. (Real Estate Management Division)

(This item was deferred.)

- 8. Approval and execution of Resolution and authorization to initiate condemnation proceedings for Valencia College Lane (Goldenrod Road to Econlockhatchee Trail). District 3. (Real Estate Management Division)
- Approval and execution of Utility Easement between Orange County, Orlando Utilities Commission and City of Orlando for the use and benefit of the Orlando Utilities Commission and authorization to disburse funds to pay recording fees and record instrument for Silver Star Community Park – Cricket Field. District 2. (Real Estate Management Division)

(This item was deleted.)

- Approval and execution of Sidewalk Easement between Floridays Orlando Ventures, LLC and Orange County and authorization to record instrument for Wildwood Area Road Network Agreement. District 1. (Real Estate Management Division)
- 11. Approval and execution of County Deed from Orange County to the City of Orlando and authorization to record instrument for Kaley Avenue (South Fern Creek Avenue to Hackney Avenue). District 4. (Real Estate Management Division)
- 12. Approval and execution of County Deed from Orange County to the City of Orlando and authorization to record instrument for Interlocal Agreement for the Transfer of Jurisdiction of Curry Ford Road from Cloverlawn Avenue to South Fern Creek Avenue. District 4. (Real Estate Management Division)
- 13. 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 Tina I. Prive, approval and execution of County Deed from Orange County to Tina I. Prive and authorization to perform all actions necessary and incidental to closing for (Neighborhood Stabilization Program) NSP Resale – 3942 Lakeside Reserve Lane, Orlando, FL 32810 NCST (National Community Stabilization Trust) District 2. (Real Estate Management Division)
- Approval of As Is Residential Contract for Sale and Purchase with Addendum to Contract between Orange County and Jason M. Vinson, approval and execution of County Deed from Orange County to Jason M. Vinson and authorization to perform all actions necessary and incidental to closing for NSP (Neighborhood Stabilization Program) Resale – 9232 New Orleans Drive, Orlando FL 32818 (NCST (National Community Stabilization Trust)). District 1. (Real Estate Management Division)
- 15. Approval of As Is Residential Contract for Sale and Purchase with Addendums to Contract between Orange County and Irving Santiago and Bethzaida Delgado, approval and execution of County Deed from Orange County to Irving Santiago and Bethzaida Delgado and authorization to perform all actions necessary and

incidental to closing for NSP (Neighborhood Stabilization Program) Resale – 7902 Oakstone Ct., Orlando FL 32822 (NCST (National Community Stabilization Trust)). District 4. (Real Estate Management Division)

- 16. Approval of Agreement and Utility Easement between Universal City Property Management III LLC, f/k/a Universal City Property Management Company III and Orange County with Subordination of Mortgage to Utility Easement from L-A OCCC Holdings, LLC, Subordination of Mortgage to Utility Easement from LA/Core Thomas JV, LLC, as assignee and successor to Lubert-Adler Real Estate Fund VI, L.P. and FQP-LA Orlando Hotel Land, LLC and authorization to disburse funds to pay all recording fees and record instrument for Sand Lake Road/Shingle Creek Force Main. District 6. (Real Estate Management Division)
- 17. Approval of Contract for Sale and Purchase, Special Warranty Deed, Agreement, Utility Easement and Temporary Construction Easement between Moss Park Properties, LLLP, f/k/a Moss Park Properties, LTD. and Orange County, Subordination of Encumbrances to Property Rights to Orange County from CNL Bank and authorization to disburse funds to pay all recording fees, closing costs and perform all actions necessary and incidental to closing for Innovation Place (Planned Development) PD Water, WW & Reclaimed Water Transmission Mains & Master Pump Station. District 4. (Real Estate Management Division)
- Approval of Temporary Access and Utility Easement from Moss Park Properties, LLLP, f/k/a Moss Park Properties, LTD. to Orange County with Lender's Joinder and Consent from CNL Bank and authorization to record instrument for Innovation Way/Moss Park Road. District 4. (Real Estate Management Division)
- 19. Approval of Utility Easement between Hidden Lakes at Meadow Woods Homeowners' Association, Inc. and Orange County and authorization to record instrument for Atli Estates Subdivision – Utility File #18409. District 4. (Real Estate Management Division)
- 20. Approval of Utility Easement between Florida Convalescent Centers, Inc. and Orange County, Subordination of Encumbrances to Property Rights to Orange County from the Privatebank and Trust Company, as Administrative Agent, Subordination of Encumbrance to Property Rights to Orange County from Palm Garden Healthcare, Inc., Subordination of Encumbrance to Property Rights to Orange County from SA-PG-Orlando LLC, Subordination of Encumbrance to Property Rights to Orange County from SA-PG-Orlando LLC, Subordination of Encumbrance to Property Rights to Orange County from SA-PG-Orlando LLC, Subordination of Encumbrance to Property Rights to Orange County from SA-PG-Orlando LLC, Subordination of Encumbrance to Property Rights to Orange County from SA-PG Operator Holdings, LLC f/k/a New Rochelle Administrators, LLC and authorization to record instruments for Palm Garden Assisted Living Site Work Utility File #69126. District 3. (Real Estate Management Division)

Community, Environmental and Development Services Department

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

LC 12-0665	LC 12-0816	LC 12-0850	LC 12-0913	LC 12-0920
LC 12-0925	LC 12-1025	LC 12-0661	LC 12-0718	LC 12-0849
LC 12-0918	LC 12-0928	LC 12-0942	LC 12-1101	LC 12-0984
LC 12-0985	LC 12-1084	LC 12-0589	LC 12-0766	LC 12-0890
LC 12-0892	LC 12-0907	LC 12-0634	LC 12-0655	LC 12-0658
LC 12-0659	LC 12-0840	LC 12-0846	LC 12-0868	LC 12-0898
LC 12-0899	LC 12-0901	LC 12-0968	LC 12-0987	LC 12-0989
LC 12-0997	LC 12-1008	LC 12-1031	LC 12-1065	LC 12-1138

- Approval of Orange County, Florida and Valencia Water Control District Interlocal Agreement for Watershed Atlas Project, Orange County, Florida and City of Edgewood, Florida Interlocal Agreement for Watershed Atlas Project, and State of Florida Department of Transportation Joint Participation Agreement Supplemental Amendment Number 1 (Fiscal Management Number) FM#243844-1-74-07. All Districts. (Environmental Protection Division)
- 3. Approval of City of Apopka Applications for Future Land Use Amendment and/or Zoning Amendment for Lake Lucie Conservation Area and Pine Plantation and authorization for the Administrative and Development Services Department Director to sign the applications. District 2. (Environmental Protection Division)
- 4. Approval of HOME Investment Partnership Program Agreement between Orange County, Florida and Housing and Neighborhood Development Services of Central Florida, Inc., authorizing a commitment of \$667,766.92 for improvements to the 27 units that will be occupied by low-income families. District 5. (Housing and Community Development Division)
- Approval of First Amendment to Innovation Way/Moss Park Road Extension Phase I Transportation Agreement (Innovation Place) by and between Moss Park Properties, LLLP and Orange County to advance the design of certain segments of Innovation Way South for the purpose of locating the Orange County Utilities lines. District 4. (Roadway Agreement Committee)
- 6. Approval of Resolution 2012-M-42 of the Orange County Board of County Commissioners Authorizing the Exchange of Certain County Property Interests for Receipt of Other Real Property Interest, and Land Exchange Agreement (Moss Park Road/Innovation Way South) among Gary T. Randall as trustee and not

individually and Orange County to dedicate a temporary drainage easement in exchange for a County deed to Parcel H. District 4. (Roadway Agreement Committee)

- 7. Approval of Innovation Way South Right-of-Way Agreement (Gary T. Randall, Trustee) among Gary T. Randall, Moss Park Properties, LLLP and Orange County to acquire right-of-way and easements needed for the future construction of Innovation Way South. District 4. (Roadway Agreement Committee)
- Approval of Hold Harmless and Indemnification Agreement Parcel ID 04-23-28-4406-00-020 between Nasir I. and Mehr T. Rahmatullah and Orange County to construct a swimming pool and pool deck located at 9710 Maywood Dr. District 1. (Zoning Division)

Family Services Department

1. Approval of School Board of Orange County, Florida and Orange County, Florida Seventh Amendment to Facility and Land Use Agreement for the continued operation of the Head Start Program at public schools. (Head Start Division)

Health Services Department

 Approval of the renewal Alternative Transportation Service License for Florida Medtrans Corp. to provide wheelchair/stretcher service. The term of this License is from October 1, 2012 through October 1, 2014. There is no cost to the County. (EMS Office of the Medical Director)

Office of Regional Mobility

 Approval of Orange County/MetroPlan Orlando (Urban Area Metropolitan Planning Organization) FY 2012/2013 Funding Agreement between Orange County and MetroPlan Orlando and authorization to make payment in the amount of \$425,932 in two installments of \$212,966 to be paid in October 2012 and April 2013. All Districts.

Public Works Department

- 1. Approval to install "No Parking on Right of Way" zone on the north side of Boggy Creek Road from the west right of way line of Boggy Creek Road extending 300 feet west. District 4. (Traffic Engineering Division)
- 2. Approval to install a "No Parking" zone on the odd numbered addresses side of Danforth Drive. District 1. (Traffic Engineering Division)
- 3. Approval to install a "No Parking" zone on the even numbered addresses side of Langstaff Drive, south of Danforth Drive. District 1. (Traffic Engineering Division)

- 4. Approval to install a "No Parking" zone on the north side of Maymont Court during school drop-off and pick-up times starting 35 feet east of Ainsworth Drive and continuing 175 feet east. District 1. (Traffic Engineering Division)
- 5. Approval to install a "No Parking" zone on the north side of Rivers Trail Drive from Dean Road extending 385 feet east at the entrance to the Riverwalk Subdivision. District 5. (Traffic Engineering Division)
- 6. Approval of Resolution 2012-M-43 of the Orange County Board of County Commissioners regarding establishing a designated tow-away zone along the south side of Partridge Lane west of North Forsyth Road in unincorporated Orange County, Florida; and providing an effective date. District 5. (Traffic Engineering Division)
- 7. Approval to construct speed humps on Shale Ridge Trail in the Robinson Hills Subdivision. District 2. (Traffic Engineering Division)
- 8. Approval of "Stop" sign installations in Mandalay Subdivision. District 5. (Traffic Engineering Division)
- 9. Authorization to record the plat of MLC Wawa Center. District 4. (Development Engineering Division)
- 10. Authorization to record the plat of Buena Vista Commons PD (Planned Development). District 1. (Development Engineering Division)

Utilities Department

- 1. Approval of Irrevocable Letter of Credit No. 60000003115-1 from Seaside National Bank & Trust, on behalf of ATCO Group IV, LTD., in favor of Orange County in the amount of \$2,108.02 for the deposit and security interest for payment of water and wastewater consumption and service charges. District 1. (Customer Service Division)
- INFORMATIONAL ITEMS FILED FOR THE RECORD IN THE ORANGE COUNTY COMPTROLLER CLERK'S OFFICE\*

County Comptroller

- 1. Receipt of the following items to file for the record: (Clerk's Office)
  - a. City Council of the City of Orlando annexing ±8.37 acres generally located at the southeast corner of Silver Star Rd and John Young Pkwy; amending the City's adopted Growth Management Plan to designate the property as industrial on the City's Official Future Land Use Map; and designating the property as

Industrial-Commercial District with the Wekiva Overlay District on the City's official Zoning Map Series; providing for severability, correction of scrivener's errors and an effective date.

- b. City of Winter Park Ordinances as follows:
  - Ordinance No. <u>2878-12</u>, An ordinance of the City of Winter Park, Florida amending within the Charter Laws of the City of Winter Park, Section 1.02, "Corporate Limits Described" so as to annex the property at 656 Overspin Drive, more particularly described herein.
  - Ordinance No. <u>2879-12</u>, An ordinance of the City of Winter Park, Florida amending within the charter laws of the City of Winter Park, Section 1.02, "Corporate Limits Described" so as to annex the property at 600 Baffie Avenue and the east half of the adjacent right-of-way of Baffie Avenue, more particularly described herein.
- c. City of Orlando Ordinance 2012-27, An Ordinance of the City Council of the City of Orlando, annexing to the corporate limits of the City of Orlando, Florida, certain real property generally located north of the Beachline (S.R. (State Road) 528), south of Lee Vista Blvd. and east of Narcoossee Rd.; comprised of 9.40 acres, more or less; and amending the City's adopted Growth Management Plan to designate the property as industrial on the City's Official Future Land Use Map; 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.

ADMINISTRATIVE SERVICES DEPARTMENT CONSENT AGENDA ITEM 7
 DEFERRED

Approval and execution of Distribution Easement from Orange County to Progress Energy Florida, Inc. and authorization to record instrument for Rhode Island Woods Circle (Progress Energy Easement). District 4. (Real Estate Management Division)

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 Progress Energy, client of Foley & Lardner LLP, my employer, by whom I am retained. The measure before my agency and the nature of my conflicting interest in the measure is as follows:

- I. Consent Agenda
- C. Administrative Services Department

7. Approval and execution of Distribution Easement from Orange County to Progress Energy Florida, Inc. and authorization to record instrument for Rhode Island Woods Circle (Progress Energy Easement). District 4 (Real Estate Management Division) Page 122-123" Motion/Second: Commissioners Thompson/Russell

Abstain: Commissioner Edwards

AYE (voice vote): County Mayor Jacobs; Commissioners Boyd, Brummer, Martinez, Thompson, Russell

Action: The Board approved execution of Distribution Easement from Orange County to Progress Energy Florida, Inc. and authorized to record instrument for Rhode Island Woods Circle (Progress Energy Easement).

• ADMINISTRATIVE SERVICES DEPARTMENT DISCUSSION AGENDA ITEM 1

Selection of one firm and two ranked alternates to provide Professional Planning Services, Request for Proposals Y12-1032-LC, from the following firms, listed, below alphabetically:

- AECOM Technical Services, Inc.
- Littlejohn Engineering Associates, Inc.
- Planning Design Group
- Tindale-Oliver & Associates, Inc.
- VHB MillerSellen

Further request authority for the Purchasing and Contracts Division to negotiate and execute a 1-year contact with two additional one year terms within a budget amount of \$211,000.

([Community, Environmental and Development Services Department Planning Division] Purchasing and Contracts Division)

County Mayor Jacobs 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 Tindale Oliver & Associates, Inc., by whom I am retained. The measure before my agency and the nature of my conflicting interest in the measure is as follows: Tindale Oliver was my former employer prior to my election as Orange County Mayor. I abstained from voting to avoid the appearance of a possible conflict of interest as allowed by Section 286.012, Florida Statutes and consistent with Chapter 2, Article 13, Section 2-453, F of the Orange County Code of Ordinances."

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; inured to the special gain or loss of Tindale-Oliver & Associates, Inc; client of Foley & Lardner LLP, my employer, by whom I am retained. The measure before my agency and the nature of my conflicting interest in the measure is as follows:

III Discussion Agenda

#### A. ADMINISTRATIVE SERVICES DEPARTMENT

1. Selection of one firm and two ranked alternates to provide Professional Planning Services, Request of Proposals Y12-1032-LC, from the following five firms, listed alphabetically:

- AECOM Technical Services, Inc.
- Littlejohn Engineering Associates, Inc.
- Planning Design Group
- Tindale-Oliver & Associates, Inc.
- VHB MillerSellen

([Community, Environmental and Development Services Department Planning Division] Purchasing and Contracts Division) Page 236-273"

#### Motion/Second: Commissioners Russell/Boyd

Abstain: County Mayor Jacobs; Commissioner Edwards

AYE (voice vote): Commissioners Boyd, Brummer, Martinez, Thompson, Russell Action: The Board selected one firm, Planning Design Group, and two ranked alternates, #1 Tindale-Oliver & Associates, Inc., and #2 Littlejohn Engineering Associates, Inc., to provide Professional Planning Services; and further, authorized the Purchasing and Contracts Division to negotiate and execute a 1-year contact with two additional one year terms within a budget amount of \$211,000, Request for Proposals Y12-1032-LC.

#### ADMINISTRATIVE SERVICES DEPARTMENT DISCUSSION AGENDA ITEM 2

Selection of one firm and two ranked alternates to provide Engineering Services for John Young Parkway Reclaimed Water Improvements S.R. (State Road) 528 to Town Center Boulevard, under Request for Proposals Y12-822-PH, from the following firms listed alphabetically:

- AECOM Technical Services, Inc.
- Barnes, Ferland and Associates, Inc.
- Bowyer-Singleton & Associates, Inc.
- CPH Engineers, Inc.
- Inwood Consulting Engineers, Inc.
- Jacobs Engineering Group, Inc.
- Neel-Schaffer, Inc.
- Tetra Tech, Inc.
- Woolpert, Inc.

Further request the Board authorize execution of the final contract by the Purchasing and Contracts Division provided that it does not exceed the budget of \$1,300.000. ([Utilities Department Engineering Division] Purchasing and Contracts Division)

Motion/Second: Commissioners Brummer/Boyd AYE (voice vote): All members Action: The Board selected one firm, Barnes, Ferland and Associates, Inc., and two ranked alternates, #1 CPH Engineers, Inc., and #2 Bowyer-Singleton & Associates, Inc., to provide Engineering Services for John Young Parkway Reclaimed Water Improvements S.R. (State Road) 528 to Town Center Boulevard; and further, authorized execution of the final contract by the Purchasing and Contracts Division provided that it does not exceed the budget of \$1,300.000, Request for Proposals Y12-822-PH.

• COUNTY ADMINISTRATOR DISCUSSION AGENDA ITEM 1

Approval of the Arts and Cultural Affairs Advisory Council's funding recommendations for the Cultural Tourism program for FY 2013. (Arts and Cultural Affairs Office)

Motion/Second: Commissioners Edwards/Thompson

AYE (voice vote): All members

Action: The Board approved the Arts and Cultural Affairs Advisory Council's funding recommendations for the Cultural Tourism program for FY 2013.

The following persons addressed the Board:

- Jennifer Quigley
- County Comptroller Haynie

Motion/Second: Commissioners Russell/Brummer

AYE (voice vote): County Mayor Jacobs; Commissioners Boyd, Brummer, Martinez, Thompson, Russell

#### NO (voice vote): Commissioner Edwards

Action: The Board approved transferring \$150,000 from Cultural Facilities program to the Cultural Tourism program to provide funding for the Zora Neale Hurston Festival for one year with the following conditions:

- 1. The Association to Preserve the Eatonville Community develop a program to solicit support from a wider base of corporate and individual donors.
- 2. The Association implement spending controls and budgetary measures to reduce their debt ratio and create a long-term sustainable operating plan.
- 3. They provide accurate and complete records and reporting.
- 4. They come back to this Board in either March or April 2013 to report about the past festival in 2013 and what is going to be their future planning for the festival to not have this financial concern in the future.
- 5. They provide a plan for fiscal and administrative accountability by December 1, 2012, for review by County staff and the Comptroller's Office; and in order for them receiving the funding in January 2013, that they present a plan demonstrating how they are going to ensure the accurate and complete reporting for the expenditure of these funds by December 1, 2012.

COUNTY ADMINISTRATOR DISCUSSION AGENDA ITEM 2

Approval of 2013 Legislative Priorities.

The following person addressed the Board: James Zingale.

Motion/Second: Commissioners Boyd/Thompson AYE (voice vote): All members Action: The Board adopted the Legislative Priorities for 2013 outlined by staff as follows:

- Priorities:

- Online Hotel Room / DOT COM
- Eliminate the TDT (Tourist Development Tax) and sales tax 'exemption' that exists between wholesale and final price

#### - Medicaid

- Billing deadlines should follow the process to reconcile errors; revenue share policy
- Business Tax
  - Maintain funding option, along with flexibility in use
- Pre-Trial Release
  - Maintain county's pre-trail services program for eligible inmates
- Regional Transportation Authority
   Support regional coordination, while ensuring revenues are not diverted
- Home Rule:
  - Pill Mill Regulation
    - Maintain local government flexibility, no state preemption
  - Fertilizer Regulation
    - Maintain local government flexibility, no state preemption
- Support / Oppose:
  - SUPPORT: Department of Juvenile Justice equity for pre-adjudication and postadjudication costs
  - SUPPORT: Transportation projects critical to Orange County
  - SUPPORT: Main Street Fairness initiatives

- OPPOSE: Repealing the Mark Wandall Safety Act (i.e. Red Light Camera Enforcement)
- OPPOSE: Expansion and/or new authority for casino and internet gambling
- Monitor:
  - Amendment 10 Implementation\*
  - Animal Services
  - Communications Service Tax
  - Environmental Resource Permitting
  - Florida Retirement System
  - Funding Opportunities
  - Septic Tank Inspection
  - Water Policy
- Other Agenda Items:
  - Cost Shifts & Unfunded Mandates
     Oppose attempts to balance state budget at local tax payers' expense
  - Regulatory Streamlining
    - Support sensible streamlining legislation
- Community Partners:
  - When not adverse to Orange County interests, support legislative priorities of community partners such as:
    - Florida Association of Counties
    - University of Central Florida, Valencia College
    - MetroPlan Orlando
    - LYNX
    - Metro Orlando EDC
    - Orange County Health Department
- Commissioners Issues
  - Commissioner Russell: Concealed weapons in parks and government buildings
  - Commissioner Thompson: Monitor Legislation regarding Distracted Driving
  - Commissioner Boyd: Monitor Legislation regarding Banquet Halls operating under a catering license and Internet Cafes

- MEETING RECESSED, 11:14 a.m.
- MEETING RECONVENED, 1:46 p.m.
- Members Present: County Mayor Teresa Jacobs; Commissioners S. Scott Boyd, Fred Brummer, John Martinez, Jennifer Thompson, Ted Edwards, Tiffany Russell
- Others Present: County Comptroller Martha Haynie as Clerk, County Administrator Ajit Lalchandani, County Attorney Jeffrey J. Newton, Deputy County Attorney Joel Prinsell

• PRESENTATION A Resolution to Jessie J. Allen

PRESENTATION

URISA 2012 Exemplary Systems in Government (ESIG) Award

• COUNTY ADMINISTRATOR DISCUSSION AGENDA ITEM 3

Proposed Ballot Amendments Affecting Property Tax Revenue. (Property Appraiser/Office of Management and Budget)

The following person addressed the Board: Orange County Property Appraiser Bill Donegan.

Action: None

• PETITION TO VACATE PUBLIC HEARING

Applicant:	Daniel B. Bellows, on behalf of Benjamin Partners, Ltd.		
Consideration:	Resolution granting Petition to Vacate 12-05-009, vacating an unopened and unimproved portion of a 50' wide right of way known as Loren Avenue		
Location:	District 5; property located at 1150 Bennett Avenue and 1441 Kindel Avenue; Parcel IDs 01-22-29-3712-05-010 and 01-22-29- 3712-06-010; S01/T22/R29; Orange County, Florida (legal property description on file)		

The following person addressed the Board: Javier Omana.

Motion/Second: Commissioners Edwards/Martinez

AYE (voice vote): All members

Action: The Board adopted a resolution granting Petition to Vacate 12-05-009 vacating an unopened and unimproved portion of a 50' wide right of way known as Loren Avenue, on the described property.

page 16 of 33

- SUBSTANTIAL CHANGE PUBLIC HEARING
- Applicant: Andrea Jernigan-Gwinn, Frye Center Planned Development (PD) Land Use Plan (LUP) (Case #CDR-12-06-124)

Consideration: Substantial change request to:

- 1) Request a waiver from Section 38-1253(b) to allow for a recreational area of 0.19 acres in lieu of the required .248 acres; and
- Request a waiver from Section 38-1389(c)(3)(c) to allow townhomes maximum lot coverage of 74% in lieu of the maximum lot coverage of 65%. Note: Applicable to Tract 1, Lot 2 only; pursuant to Orange County Code, Chapter 30, Section 38-1207
- Location: District 1; property generally located west of Winter-Garden Vineland Road, south of Chase Road; Parcel ID's 36-23-27-0000-00-025, 36-23-27-0000-00-039; S/T/R: 36/23/27; Orange County, Florida (legal property description on file)

The County Mayor noted the applicant waived time to address the Board.

Motion/Second: Commissioners Boyd/Edwards

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Andrea Jernigan-Gwinn, Frye Center Planned Development (PD) Land Use Plan (LUP), to:

- 1) Request a waiver from Section 38-1253(b) to allow for a recreational area of 0.19 acres in lieu of the required .248 acres; and
- Request a waiver from Section 38-1389(c)(3)(c) to allow townhomes maximum lot coverage of 74% in lieu of the maximum lot coverage of 65%. Note: Applicable to Tract 1, Lot 2 only;

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

1. Development shall conform to the Frye Center Land Use Plan dated "Received August 30, 2012," 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 "August 30, 2012," 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 owner/applicant (or authorized agent) to the (Board of County Commissioners) BCC at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the BCC in approving the development, could have reasonably been expected to have been relied upon by the BCC in approving the development, or could have responsibly induced or otherwise influenced the BCC to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the BCC by the applicant (or authorized agent) if it was expressly made to the BCC at a public hearing where the development was considered or approved.
- 3. <u>A waiver from Orange County Code Section 38-1253(b) is granted for PD Tract 1 /</u> Lot 2 only to allow for a recreational area of 0.19 acres, in lieu of the required 0.248 acres.
- A wavier from Orange County Code Section 38-1389(c)(3)(c) is granted for PD Tract 1 / Lot 2 only to allow a townhouse maximum lot coverage of 74%, in lieu of the maximum lot coverage of 65%.
- 5. <u>All previous applicable BCC Conditions of Approval dated January 10, 2012 shall apply:</u>
  - A. The following four waivers from the original version of the Horizon West Village Code, applicable to Tract 1, Lot 2 only, are granted:
    - 1) A waiver from Section 38-1387(b)(9) to allow for a minimum of two (2) attached units in lieu of five (5);
    - A waiver from Section 38-1387(b)(7)(a) to allow a front building setback of twelve (12) feet in lieu of fifteen (15) feet and a front porch setback of seven (7) feet in lieu of ten (10) feet;
    - A waiver from Section 38-1387(b)(7)(c) to allow a rear alley setback of ten (10) feet from the easement centerline in lieu of fifteen (15) feet from the easement centerline; and
    - 4) A waiver from Section 38-1387(b)(7)(b) to allow an end unit setback of two point five (2.5) feet in lieu of seven (7) feet. This request will provide a building separation of five (5) feet in lieu of fourteen (14) feet.

- 6. All previous applicable conditions of approval dated July 13, 2010, shall apply:
  - A. Outside storage and display shall be prohibited.
  - B. Pole signs and billboards shall be prohibited.
  - C. Prior to platting, a Municipal Service Benefit Unit (MSBU) shall be established for recreational trail maintenance for trails that range in width from over 5 feet to less than 14 feet in width.
  - D. The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
  - E. A master stormwater, water, wastewater and reclaimed water plan, including preliminary calculations, shall be required to be submitted for review and approval prior to construction plan submittal.
  - F. The water main connection point for the project is to the existing water main along (County Road) C.R. 535. The wastewater connection point for this project is to the existing force main at the intersection of Reams Road and C.R. 535. Any extension of the force main along C.R. 535 will have to be Village sized. The reclaimed water connection point for this project is to the existing reclaimed water main at the intersection of Reams Road and C.R. 535. Any extension of the reclaimed water main along C.R. 535 will have to be Village sized.
  - G. The Developer shall comply with all provisions of the Public Education Agreement (PEA) entered into with the Orange County School Board (OCSB). The Developer has a signed Capacity Enhancement Agreement (CEA #05-002) and the first amendment to that CEA executed on February 22, 2006 and April 8, 2008, respectively, with Orange County Schools. They are on file with the Orange County Planning Division.

Upon the County's receipt of written notice from Orange County Public Schools (OCPS) that the Developer is in default or breach of the (Capacity Enhancement Agreement) CEA, the County shall immediately cease issuing building permits for any residential units in excess of the 59 residential units allowed under the zoning existing prior to the approval of the PD zoning. (The applicant has acknowledged in a letter dated November 7, 2006, to OCSB that the number of vested residential units referenced in the second recital of the CEA should be deemed to be 59, not 178, and the CEA would not be applicable to any residential units in the Village Center until the Middle School site is conveyed. The applicant does not object to an amendment to the CEA to that effect.) The County shall again begin issuing building permits upon OCPS' written notice to the County that the Developer is no longer in breach or default of the CEA. The Developer and its successor or assign under the CEA

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.

The Developer, or its successor or assign under the CEA, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's property rights.

Orange County shall be held harmless by the Developer and its assigns under the CEA, in any dispute between the Developer and OCPS over any interpretation or provision of the CEA.

At the time of platting, documentation shall be provided from OCPS that the project is in compliance with the CEA.

- H. A Developer's Agreement has been executed by Orange County, the Developer of North of Albert's, and the applicant addressing the conveyance of the Middle School Site for Lakeside Village. This Agreement satisfies the requirements set forth in Orange County Code (OCC) Section 30-712(2)(b) for the Frye Property (Land Use Plan) LUP.
- 1. The Applicant shall 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 platting. However, nothing in this condition and nothing in the decision to approve this LUP shall be construed to mean that the applicant will be able to satisfy the requirements for obtaining a Capacity Encumbrance Letter.
- J. The Amended and Restated Frye Center PD (Adequate Public Facilities) APF Agreement is approved and supersedes and replaces the original APF Agreement as approved by the Board of County Commissioners on July 8, 2008, as recorded in (Official Records) O.R. Book #9733, Page 88946.
- K. A Waiver from Orange County Code 38-1397(b)(5) is granted to allow a 65 foot / 4 story maximum building height in lieu of 40 feet / 3 stories for Tract 2 in its entirety.
- L. This development is approved for a maximum of 162,260 square feet in consideration of the Village Center Lands situated within the PD that also includes the Lakeside Village Middle School site. In order to meet current retail development standards, a waiver from OCC 38-1389(b)(4) is granted to allow the maximum gross floor area per retail establishment (excluding grocery store) to be 15,000 square feet in lieu of 5,000/10,000 square feet. A request for a waiver from (Orange County Code) OCC 38-1389(b)(4) to permit the maximum gross floor area per grocery store to be 54,000 square feet instead of 50,000

square feet has been withdrawn by the applicant. Accordingly, no grocery store shall exceed 50,000 square feet.

- M. No later than ninety (90) days after the Board of County Commissioners approves the Frye Center PD Land Use Plan and the accompanying Developer's agreement, a conveyance document for Tract 6 for civic and public uses shall be provided to the County at no cost to the County.
- N. A drive-through shall be permitted solely in conjunction with financial institutions, grocery stores, and drug stores.
- O. The maximum lot coverage for multi-family, retail, and office shall not exceed 80 percent.
- P. Freestanding, enclosed car washes shall only be permitted as ancillary uses in conjunction with gas pump stations.
- Q. Any waivers from the performance standards shall require (Board of County Commissioners) BCC approval.
- R. The maximum number of units shall be limited to 410. All acreages regarding conservation areas and buffers are considered approximate until finalized by conservation area determinations and conservation area impact permits. Approval of this plan does not permit any proposed conservation impacts.
- S. A block plan shall be provided at the time of the Preliminary Subdivision Plan (PSP) or Development Plan (DP) approval, whichever is submitted first.
- T. There shall be a stub-out to the north of the development. The exact alignment shall be determined at the time of PSP/DP approval.
- U. There shall be a full access point located at Tract 6 and C.R. 535, and any proposed signalization shall be subject to signal warrants. If and when a traffic signal is warranted, the Developer shall pay all costs of installation.
- V. Unless a conservation area impact permit is approved by the County prior to construction plan approval, no conservation area encroachments are permitted.
- W. A five (5) acre public park site and trail as depicted on Exhibit B to the amended and restated APF Agreement on the southeastern side of Lake Spar on upland property will be set aside and identified on the first Preliminary Subdivision Plan for BCC approval, and shall be conveyed pursuant to the amended and restated APF Agreement. The park site shall be contiguous to the park site located on the Black Amber Property to the south, unless there is not such a park site located on the property to the south. The park shall be maintained at the cost of the owners of the commercial uses of the Village Center Lands of

Lakeside Village. A property owners' association (POA) or other entity acceptable to the County for commercial properties in the Village Center shall be established within the Village Center for the operation and maintenance of the Village Center Park. This POA or other approved entity may include other commercial property owners and parcels as may be required by the County in the future. The Developer's Agreement for Lakeside Village Center APF Park among Orange County, Lakeside Village LLC, and GS Properties LLC (the "Developer's Agreement"), addressing conveyance and maintenance of the Village Center Park is hereby approved. The Developers Agreement shall prevail in the case of any conflicts between the terms of the Developers Agreement and the conditions on the face of the Land Use Plan or Preliminary Subdivision Plan.

- X. At the time of platting, Tracts 4 and 5, including upland buffers, designated as conservation/mitigation, shall be dedicated to Orange County.
- Y. The Developer's Agreement regarding Lakeside Village among GS Properties, LLC, North of Albert's, LLP, Lakeside Village Center, LLC, and Orange County is approved.
- Z. The following waivers from the Village Code are granted in order to allow for a more integrated mixed-use development pattern:
  - Tract 1 (Village Center) shall be permitted to hold special events throughout the calendar year. The Planning Manager in consultation with the Building and Fire Safety Departments shall review special events, and all special events shall be subject to all applicable permits. With the exception of the Farmer's Market, a special event shall not have duration beyond 72 hours. In no instance shall the following uses be permitted:
    - a. Car sales events, i.e. events featuring or promoting the sale of new or used cars.
    - b. Boat sales events, i.e. events featuring or promoting the sale of new or used boats.
    - c. Special events featuring the sale of merchandise, which is not customarily sold by uses, permitted in the Orange County Retail Commercial (C-1) Zoning District.
  - 2) Special events may be held on Tract 7 with prior approval from the Parks and Recreation Manager. The Manager on a case-by-case basis will review special events.

 A waiver from Section 38-1382(h) is granted to allow the APF Park/Tract 7 to count toward the 5% required public open space in accordance with Future Land Use Element <u>Policies Policy 6.2.20 and 6.2.21 FLU4.2.22 and FLU4.2.23.</u>

*Note:* The preceding policy references have been updated to reflect December 6, 2011 Comprehensive Plan updates.

- 4) In order to provide for better design for the overall center, a waiver from Section 38-1389(c)(4)(h), which requires that parking lots and garages not be located adjacent to street intersections or civic use areas, is granted to allow parking to be located in front of the property.
- 5) A waiver from Section 38-1389(c)(4)(i) is granted to allow parking to be located in front of the property. Parking lots in the Village Center are not required to be located at the side or rear of grocery stores, where those parking lots are located internal to the block and the building is not facing a public right-of-way.
- 6) A waiver from Section 38-1389(c)(6)(d) is granted to eliminate the requirement that the edges of parking lots, which abut a property under different ownership, shall have a street wall or be planted with shrubs. The Village Center portion of the Frye Property PD will be developed under a unified plan, however, may have different property ownerships with joint parking and access. All parking lots at the perimeter of the PD that abut different properties will meet the buffering requirement of the Village Development Code; however, all parking lots internal to the PD will be exempt.
- 7) In order to minimize parking, maximize green space, and encourage integrated parking and multi-modal transportation, a waiver from Section 38-1476 is granted to eliminate the provision of additional parking spaces for second floor mezzanine space, where such space is inaccessible by customers. The maximum reduction allowed by this waiver will not exceed the parking requirement for 10,000 square feet of general retail space or 50 parking spaces.
- 8) A waiver from Section 38-1389(c)(3)(a) to decrease the minimum lot width for townhomes from twenty-five (25) feet to twenty-four (24) feet.
- 9) A waiver from Section 38-1389(c)(3)(b) to decrease the minimum lot depth for townhomes from one hundred twenty (120) feet to eighty-six (86) feet.
  - AA. Section 38-1258, Orange County Code is intended to provide compatibility between multi-family and single-family developments on

a countywide basis. These requirements are not consistent with the integrated, mixed use development in the approved Lakeside Village Specific Area Plan. At the date of this plan, the adjacent property to the north of the multi-family development on Tract 2 is designated as townhouse/apartment district by the Lakeside Village Specific Area Plan but is presently zoned agriculture (A-1). Therefore, waivers to the following subsections of Section 38-1258 are required.

- Multi-family buildings located within one hundred (100) feet of single-family zoned property may be up to four (4) stories in lieu of a single story maximum.
- 2) Multi-family buildings located within one hundred plus (100+) to one hundred fifty (150) feet of single-family zoned property may be up to four (4) stories and sixty-five (65) feet in height for 100% of the buildings in lieu of three (3) story and forty (40) feet maximum for 50% of the buildings.
- 3) Multi-family buildings located within one hundred fifty (150) feet of single-family zoned property may be up to four (4) stories and sixty-five (65) feet in height in lieu of three (30 story and forty (40) feet maximum.
- 4) The Board of County Commissioners has approved the height waiver to allow four (4) stories and sixty-five (65) feet with no additional justification required to exceed three (3) stories and forty (40) feet.
- Parking and other paved surfaces may be located no less than seven (7) feet from single-family zoned property in lieu of a minimum twenty-five (25) foot landscape buffer.
- 6) A wall along the northern property line is not required.
- 7) In lieu of a forty (40) foot building separation, there shall be a minimum of twenty (20) feet between all structures, except as follows:
  - A minimum ten (10) foot building separation shall be provided between multi-family structures adjacent to the APF roadway.
- BB. Approval of this substantial change to the Land Use Plan does not constitute approval of the apartment design elevations submitted. Such design approvals shall be addressed in the special exception process.

- CC. A waiver from Section 38-1476 is granted to allow for a reduced parking ratio only for banks, financial, and lending institutions to be one (1) space per 250 square feet in lieu of one (1) space per 100 square feet.
- 7. All previous applicable conditions of approval dated January 27, 2009 shall apply:
  - A. Prior to construction plan approval, a master stormwater management plan including a drainage study to establish the 100-year flood elevation shall be submitted to the development engineering division for review and approval.
  - B. The stormwater management system shall be designed to retain the 100year/24-hour storm event onsite, unless documentation with supporting calculations is submitted, which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then the Developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
  - C. Prior to any construction plan submitted, a study to establish the 100-year flood elevation for Lake Spar shall be submitted and approved by Orange County. Compensating storage for all floodwater displaced by development below the 100-year elevation will be required.
  - D. A municipal service benefit unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The Developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records Section. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the Developer.
  - E. Prior to earthwork or construction, the Developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The

original NOI form shall be sent to the Florida Department of Environmental Protection.

- F. A special exception shall be obtained for apartments/condos within the townhome/apartment district.
- G. Prior to platting any residential portion of this development, the APF Park (Tract 7) shall be conveyed to Orange County.
- H. Prior to Development Plan approval for Tract 10, a 12-foot multi-purpose trail shall be provided to the property to the north.
- I. A drainage easement to maintain functionality over the privately owned ponds shall be granted to the County at the time of platting.
- 8. All previous applicable conditions of approval dated July 8, 2008 shall apply:
  - A. A waiver from Orange County Code 38-1387(B)(5) is granted by the BCC to allow a sixty-five (56) foot/five (5) stories maximum building height in lieu of forty (40) feet/three(3) stories for multi-family and townhome buildings in the townhouse/apartment district. With the granting of this waiver, the minimum amount of open space on Tract 2 shall increase to 35 percent, and the open space cannot be used on any other tracts.
- PRELIMINARY SUBDIVISION PLAN PUBLIC HEARING
- Consideration: Frye Center Planned Development / Lakeside Village Townhomes Preliminary Subdivision Plan submitted in accordance with Orange County Code Article II, Section 34-27; This project is proposing to construct 32 townhome units, on a total of 2.487 acres.
- Location: District 1; property generally located South of Lakeside Village Lane / West of Winter Garden Vineland Road; Parcel IDs 36-23-27-0000-00-025, 36-23-27-0000-00-039; S36/T23/R27; Orange County, Florida (legal property description on file in Development Engineering Division)

The County Mayor noted the applicant waived time to address the Board.

Motion/Second: Commissioners Boyd/Edwards

AYE (voice vote): All members

Action: The Board approved Frye Center Planned Development / Lakeside Village Townhomes Preliminary Subdivision Plan (PSP) on the described property, subject to the following conditions:

1. Development shall conform to the Frye Center Planned Development; Orange County Board of County Commissioners (BCC) approvals; Lakeside Village Townhomes Preliminary Subdivision Plan dated "Received August 30, 2012," and

to the following conditions of approval. Development based upon this approval shall comply with all applicable federal, state and county laws, ordinances and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances and regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the actual preliminary subdivision plan dated "Received August 30, 2012," 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 Prior to construction plan approval, certification with supporting calculations shall be submitted which states that this project is consistent with approved master stormwater plan for this Planned Development.
- 4. Prior to construction plan approval, documentation shall be provided that this project has the legal right to tie into the master drainage system.
- 5. At the time of platting, this project shall join the existing Lakeside Village (Municipal Service Benefit Unit) MSBU for street lighting and shall install any street lights needed in front of this project.
- 6. Prior to earthwork or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection.
- 7. Prior to construction plan approval, certification with supporting calculations shall be submitted, which states that this project is consistent with the approved Master Utility Plan for this PD (Planned Development).

- 8. Prior to the issuance of any building permits, the CC&R's (Covenants, Conditions, and Restrictions) shall include language with following requirements: The HOA (Homeowners' Association) shall create a reserve fund and maintain insurance for the maintenance and repairs of the shared privately owned wastewater gravity system located within the alleyway along the east side of lots 1 through 32. This portion of the CC&R's shall not be modified without County approval.
- 9. At the time of platting, documentation shall be provided from Orange County Public Schools that this project is in compliance with Capacity Enhancement Agreement 05-002. Unless the property is vested and/or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.
- 10. Approval of this PSP (Preliminary Subdivision Plan) will become effective 30 days after approval of the Frye Center PD Substantial Change.
- 11. Roads and drainage system, including the retention pond, will be owned and maintained by Orange County with A Municipal Service Benefit Unit (MSBU) established for stormwater system functionality. Routine maintenance, including mowing, beyond that provided by the County, shall be the responsibility of the Home Owners' Association. At the time of platting, a Municipal Service Benefit Unit (MSBU) shall be established for the stormwater system functionality.
- DEVELOPMENT PLAN PUBLIC HEARING
- Consideration: Isleworth Four Corners Planned Development / The Grove at Isleworth / Parcels 2, 6, and 7 Development Plan submitted in accordance with Article II of the Orange County Subdivision Regulations; This project is proposing to construct 83,846 square feet of commercial on 3.145 acres.
- Location: District 1; property generally located South of Conroy-Windermere Road, West of Apopka-Vineland Road; Parcel ID #'s 16-23-28-3160-02-000, 16-23-28-3160-06-000, 16-23-28-3160-07-000; S16/T23/R28; Orange County, Florida (legal property description on file in Development Engineering Division)

The following person addressed the Board: John Florio.

Motion/Second: Commissioners Boyd/Martinez

AYE (voice vote): All members

Action: The Board approved Isleworth Four Corners Planned Development / The Grove at Isleworth / Parcels 2, 6, and 7 Development Plan on the described property, subject to the following conditions:

- 1. Development shall conform to the Isleworth Four Corners Planned Development; Orange County Board of County Commissioners (BCC) approvals; the Grove at Isleworth Preliminary Subdivision Plan; BCC approvals; Parcels 2, 6 & 7 Development Plan dated "Received August 15, 2012;" and to the following conditions of approval. Development based upon this approval shall comply with all applicable federal, state and county laws, ordinances and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances and regulations are expressly waived or modified by these conditions, or by action approved by the BCC (Board of County Commissioners), 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. Prior to construction plan approval, certification with supporting calculations shall be submitted which states that this project is consistent with approved master stormwater plan for this Planned Development.
- 4. Prior to earthwork or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection.
- 5. Outdoor sales, storage and display shall be prohibited.
- 6. Billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with the Master Sign Plan and Board of County Commissioners approved waivers.
- 7. Approval of this DP (Development Plan) shall constitute a lot re-configuration of Parcel 1 and Parcel 2.

- 8. The applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to certificate of occupancy. 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. Architectural features exceeding thirty-five (35) feet in height shall be approved by the Board of County Commissioners.
- SUBSTANTIAL CHANGE PUBLIC HEARING
- Applicant:Joel A. Ivey, Ivey Planning Group, LLC, Tupperware Heights Planned<br/>Development (PD) Land Use Plan (LUP) (Case #CDR-10-09-193)
- Consideration: Substantial change request to:
  - 1) Construct 966,975 Commercial square feet on 51.6 net developable acres;
  - 2) Construct 200 age-restricted Multi-family units on 10.0 net developable acres; and
  - Grant a waiver from Section 38-1272(a)(5) to allow commercial building(s) height to be eight-five (85) feet in height in lieu of fifty (50) feet in height and in lieu of thirty-five (35) feet in height within one hundred (100) feet of residential; pursuant to Orange County Code, Chapter 30, Section 38-1207
- Location: District 4; property generally located north of Osceola County line, east of South Orange Blossom Trail; Parcel IDs 34-24-29-0000-00-004, 35-24-29-0000-00-002; S/T/R: 34 & 35/24/29; Orange County, Florida (legal property description on file)

The following person addressed the Board: Joel Ivey.

Motion/Second: Commissioners Thompson/Boyd

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 Joel A. Ivey, Ivey Planning Group, LLC, Tupperware Heights Planned Development (PD) Land Use Plan (LUP), to:

- 1) Construct 966,975 Commercial square feet on 51.6 net developable acres;
- 2) Construct 200 age-restricted Multi-family units on 10.0 net developable acres; and
- Grant a waiver from Section 38-1272(a)(5) to allow commercial building(s) height to be eight-five (85) feet in height in lieu of fifty (50) feet in height and in lieu of thirtyfive (35) feet in height within one hundred (100) feet of residential;

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

- 1. Development shall conform to the PD Land Use Plan dated "Received October 10, 2012," 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 October 10, 2012," 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. <u>All acreages regarding conservation areas and wetland buffers are considered</u> <u>approximate until finalized by a Conservation Area Determination (CAD) and a</u> <u>Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize</u> <u>any direct or indirect conservation area impacts.</u>
- 4. <u>The Developer shall obtain water, wastewater, and reclaimed water service from</u> <u>Orange County Utilities.</u>
- 5. Prior to approval of a PSP (Preliminary Subdivision Plan) or DP (Development Plan) within this PD, an updated Master Utility Plan (MUP) shall be submitted for review. The updated MUP must be approved prior to Construction Plan approval.
- 6. Outdoor sales, storage, and display shall be prohibited.

- 7. <u>Tree removal/Earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.</u>
- 8. <u>Billboards and pole signs shall be prohibited.</u> Ground and fascia signs shall comply with Ch. 31.5.
- 9. <u>A waiver is granted from Section 38-1272(a)(5) to allow for a maximum commercial building height of eighty-five (85) feet, in lieu of fifty (50) feet in height or thirty-five (35) feet in height when within one hundred (100) feet of any residential.</u>
- 10. <u>Tract 3 and Tract 4 shall promote public transportation and shall comply with</u> Orange County Transportation Element Objective T2.8 and its' attendant policies. <u>Future PSP's and DP's within Tracts 3 and 4 shall comply with Policies T2.8.1 –</u> <u>T2.8.10.</u>
- 11. <u>All previously applicable BCC (Board of County Commissioners) Conditions of</u> <u>Approval dated July 31, 2007 shall apply:</u>
  - a. Because the project includes approval for elderly housing, prior to Development Plan/Preliminary Subdivision Plan approval, the developer shall submit to the Development Review Committee for review and approval conditions, covenants, and/or restrictions (CC&Rs) that restrict occupancy to senior adults and that comply with the requirements of the Federal Fair Housing Act. Such CC&Rs shall be recorded in the public records of Orange County and shall run with the land. Any proposed future conversion of the elderly housing to unrestricted housing shall constitute a substantial change that must be approved by the BCC at a public hearing. If the substantial change is approved, school impact fees in effect at the time shall be paid and the project shall comply with any school capacity regulations in effect at that time.
  - b. In order to provide 35 percent open space, not counting conservation areas, a waiver from Section 38-1258(d) is granted to allow a maximum building height of 85 feet in lieu of 40 feet for multi-family structures.
  - c. The Developer's Agreement for the dedication of right-of-way on Orange Blossom Trail shall be approved.
    - Note: The preceding condition has been satisfied; therefore, is no longer applicable.

• UTILITIES DEPARTMENT WORKSESSION AGENDA ITEM 1

Solid Waste Study Update. All Districts. (Administration)

The following person addressed the Board: David Hoot.

Action: None

• ADJOURNMENT, 3:25 p.m.

ATTEST:

County Mayor Teresa Jacobs

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

ATTEST SIGNATURE:

Martha O. Haynie County Comptroller as Clerk

Assistant Deputy Clerk



AGENDA DEVELOPME1 201 South Rosalind Avenue • Reply' 407-836-5426 • Fax: 407-836-2899 •

2-1393

November 30, 2012

- TO: Mayor Teresa Jacobs -AND-Board of County Commissioners
- FROM: Cheryl J. Gillespie, Supervisor Agenda Development Office
- SUBJECT: Appointment and Reappointments to the Board of Zoning Adjustment CONSENT AGENDA ITEM DECEMBER 18, 2012

The Board of Zoning Adjustment is composed of seven members, one appointed from each of the county commission districts upon recommendation of the district commissioner and one appointed at large upon recommendation of the County Mayor. All appointments must be confirmed by the Board of County Commissioners.

The terms of appointment for the current members of the Board of Zoning Adjustment will expire on December 31, 2012. Board confirmation of the following reappointments is requested.

- 1) Confirmation of the reappointment of Vishaal S. Gupta as the District 1 representative as requested by Commissioner Boyd.
- 2) Confirmation of the reappointment of Johnny L. Alderman as the District 2 representative as requested by Commissioner Brummer.
- 3) Confirmation of the appointment of Tony Rey, Jr. as the District 3 representative as requested by Commissioner Clarke.
- 4) Confirmation of the reappointment of Peter N. Betterman as the District 4 representative as requested by Commissioner Thompson.
- 5) Confirmation of the reappointment of Zachary J. Seybold as the District 5 representative as requested by Commissioner Edwards.
- 6) Confirmation of the reappointment of Ka'juel Washington as the District 6 representative as requested by Commissioner Moore Russell.

Terms of the appointment/reappointments will expire December 31, 2014. A copy of Mr. Rey's advisory board application for appointment has been provided to you under separate cover. Please let me know if you require further information

Subject: Appointment and Reappointments to the Board of Zoning Adjustment November 30, 2012 Page 2

ACTION REQUESTED:

Confirmation of the reappointment to the Board of Zoning Adjustment of 1) Vishaal S. Gupta as the District 1 representative; 2) Johnny L. Alderman as the District 2 representative; 3) Peter N. Betterman as the District 4 representative; 4) Zachary J. Seybold as the District 5 representative; and 5) Ka'juel Washington as the District 6 representative with terms expiring December 31, 2014. -and-

Confirmation of the appointment of Tony Rey, Jr. as the District 3 representative on the Board of Zoning Adjustment with a term expiring December 31, 2014.



AGENDA DEVELOPN 201 South Rosalind Avenue - Re 407-836-5426 - Fax: 407-836-289

2802-1393

November 30, 2012

- TO: Mayor Teresa Jacobs -AND-Board of County Commissioners 1/
- FROM: Cheryl J. Gillespie, Supervisor Agenda Development Office
- SUBJECT: Appointment and Reappointments to the Membership and Mission Review Board CONSENT AGENDA ITEM DECEMER 18, 2012

The Membership and Mission Review Board is composed of nine members, one appointed from each of the county commission districts upon recommendation of the district commissioner, one appointed at large upon recommendation of the County Mayor, and two at large members nominated by the County Mayor or any County Commissioner and appointed by the full board. The district commissioner and County Mayor appointments must be confirmed by the Board of County Commissioners.

The terms of appointment for seven of the current members of the Membership and Mission Review Board will expire on December 31, 2012. Board confirmation of the following appointment and reappointments are requested.

- 1) Confirmation of the reappointment of Yog N. Melwani as the District 1 representative as requested by Commissioner Boyd.
- 2) Confirmation of the reappointment of Caroline Dales as the District 2 representative as requested by Commissioner Brummer.
- 3) Confirmation of the reappointment of Genean McKinnon as the District 5 representative as requested by Commissioner Edwards.
- 4) Confirmation of the appointment of T. Picton Warlow IV as the Mayor's representative as requested by Mayor Jacobs.

Terms of the reappointments are effective January 1, 2013 and will expire December 31, 2014. A copy of Mr. Warlow's advisory board application for appointment has been provided to you under separate cover. Please let me know if you require further information.

Subject: Appointment and Reappointments to the Membership and Mission Review Board November 30, 2012 Page 2

ACTION REQUESTED:

Confirmation of the reappointment to the Membership and Mission Review Board of 1) Yog N. Melwani as the District 1 representative; Caroline Dales 2) as the District 2 representative; and 3) Genean McKinnon as the representative District 5 with terms effective January 1, 2013 and expiring December 31, 2014. -and-

Confirmation of the appointment of T. Picton Warlow IV as the Mayor's representative on the Membership and Mission Review Board with a term effective January 1, 2013 and expiring December 31, 2014.



AGENDA DEVELOP! 201 South Rosalind Avenue • R 407-836-5426 • Fax: 407-836-28 I. CONSENT AGENDA COUNTY ADMINISTRATOR 3

32802-1393

November 30, 2012

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

FROM: Cheryl J. Gillespie, Supervisor

SUBJECT: Reappointments to the Orange County Citizen Corps Council CONSENT AGENDA ITEM DECEMBER 18, 2012

The Orange County Citizen Corps Council is composed of nine members, one appointed by each County Commissioner and three appointed by the County Mayor. All appointments must be confirmed by the Board of County Commissioners.

The terms of appointment for the current members of the Orange County Citizen Corps Council will expire on December 31, 2012. Board confirmation of the following appointments and reappointments is requested.

- 1) Confirmation of the reappointment of Ronald A. Armillei, Caree Jewell, and Tony Moore as Mayor's representatives as requested by Mayor Jacobs.
- 2) Confirmation of the reappointment of Dennis Last as the District 4 representative as requested by Commissioner Thompson.

Terms of the reappointments will take effect on January 1, 2013 and will expire December 31, 2014. Please let me know if you require further information.

ACTION REQUESTED: Confirmation of the reappointment to the Orange County Citizen Corps Council of 1) Ronald A. Armillei, Caree Jewell, and Tony Moore as Mayor's representatives; and 2) Dennis Last as the District 4 representative with terms expiring December 31, 2014.



AGENDA DEVELC 201 South Rosalind Avenue 407-836-5426 • Fax: 407-83

rida 32802-1393

November 30, 2012

- TO: Mayor Teresa Jacobs -AND-Board of County Commissioners
- FROM: Cheryl J. Gillespie, Supervisor
- SUBJECT: Appointments and Reappointments to the Planning and Zoning Commission CONSENT AGENDA ITEM DECEMBER 18, 2012

The Planning and Zoning Commission is composed of nine members, one appointed from each of the county commission districts upon recommendation of the district commissioner, one appointed at large upon recommendation of the County Mayor, and two at large members nominated by the County Mayor or any County Commissioner and appointed by the full board. The district commissioner and County Mayor appointments must be confirmed by the Board of County Commissioners.

The terms of appointment of seven members of the Planning and Zoning Commission will expire on December 31, 2012. Board confirmation of the following appointment and reappointments is requested.

- 1) Confirmation of the reappointment of Betsy VanderLey as the District 1 representative as requested by Commissioner Boyd.
- 2) Confirmation of the reappointment of Marvin B. Barrett as the District 2 representative as requested by Commissioner Brummer.
- 3) Confirmation of the appointment of Tina Demostene as the District 3 representative as requested by Commissioner Clarke
- 4) Confirmation of the reappointment of Pasquale DiVecchio as the District 4 representative as requested by Commissioner Thompson.
- 5) Confirmation of the reappointment of Rick V. Baldocchi as the District 5 representative as requested by Commissioner Edwards.
- 6) Confirmation of the appointment of Shannon M. Currie as the District 6 representative as requested by Commissioner Moore Russell.
- 7) Confirmation of the reappointment of Paul L. Wean as the Mayor's representative as requested by Mayor Jacobs.

Subject: Appointments and Reappointments to Planning and Zoning Commission November 30, 2012 Page 2

Terms of the appointments/reappointments are effective January 1, 2013 and will expire December 31, 2014. Copies of Ms. Demostene's and Ms. Currie's advisory board applications for appointment have been provided to you under separate cover. Please let me know if you require further information.

ACTION REQUESTED: Confirmation of the reappointment to the Planning and Zoning Commission of 1) Betsy VanderLey as the District 1 representative; 2) Marvin Β. Barrett as the District 2 representative; 3) Pasquale DiVecchio as the District 4 representative; 4) Rick V. Baldocchi as the District 5 representative; and 5) Paul L Wean as the Mayor's representative with terms effective January 1, 2013 and expiring December 31, 2014. -and-Confirmation of the appointment to the

Planning and Zoning Commissioner of 1) Tina Demostene as the District 3 representative; and 2) Shannon M. Currie as the District 6 representative with terms effective January 1, 2013 and expiring December 31, 2014.



AGENDA DEVELOPM 201 South Rosalind Avenue • Re 407-836-5426 • Fax: 407-836-289

2802-1393

December 6, 2012

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

FROM: Cheryl J. Gillespie, Supervisor

SUBJECT: Reappointments to the Big Sand Lake Advisory Board CONSENT AGENDA ITEM DECEMBER 18, 2012

Commissioner Boyd has requested Board confirmation of his reappointment to the Big Sand Lake Advisory Board of John D. Jennings, Alan C. Charron, Gayle W. Blackert, Thomas R. Maurer, and Joseph Georganna with terms expiring December 31, 2014.

ACTION REQUESTED: Confirmation of Commissioner Boyd's reappointment to the Big Sand Lake Advisory Board of John D. Jennings, Alan C. Charron, Gayle W. Blackert, Thomas R. Maurer, and Joseph Georganna with terms expiring December 31, 2014.



AGENDA DEVELOPMI 201 South Rosalind Avenue • Repl 407-836-5426 • Fax: 407-836-2899

302-1393

December 6, 2012

TO:

Mayor Teresa Jacobs -AND-Board of County Commissioners

FROM: Cheryl J. Gillespie, Supervisor

SUBJECT: Reappointments to the South Lake Fairview Advisory Board CONSENT AGENDA ITEM DECEMBER 18, 2012

Commissioner Brummer has requested Board confirmation of his reappointment to the South Lake Fairview Advisory Board of Thomas M. Bohn and Robert S. Lawrence with terms expiring December 31, 2014.

ACTION REQUESTED:

Confirmation of Commissioner Brummer's reappointment to the South Lake Fairview Advisory Board of Thomas M. Bohn and Robert S. Lawrence with terms expiring December 31, 2014.



AGENDA DEVELOF 201 South Rosalind Avenue • 1 407-836-5426 • Fax: 407-836-2

1 32802-1393

December 11, 2012

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

FROM: Cheryl J. Gillespie, Supervisor Agenda Development Office

SUBJECT: Appointment and Reappointment to the Lake Holden Advisory Board CONSENT AGENDA ITEM DECEMBER 18, 2012

# ioner Clerke has requested Deard confirmation of his reanne

Commissioner Clarke has requested Board confirmation of his reappointment to the Lake Holden Advisory Board of Ronald Strickler and appointment of Michael B. Smith to succeed William Allen, Jr. with terms expiring December 31, 2014. A copy of Mr. Smith's advisory board application for appointment has been provided to you under separate cover.

ACTION REQUESTED: Confirmation of Commissioner Clarke's reappointment to the Lake Holden Advisory Board of Ronald Strickler and appointment of Michael B. Smith with terms expiring December 31, 2014.



AGENDA DEVELOP 201 South Rosalind Avenue • R 407-836-5426 • Fax: 407-836-28

32802-1393

December 11, 2012

- TO: Mayor Teresa Jacobs -AND-Board of County Commissioners
- FROM: Cheryl J. Gillespie, Supervisor Agenda Development Office

SUBJECT: Reappointments to the Lake Jessamine Water Advisory Board CONSENT AGENDA ITEM DECEMBER 18, 2012

Commissioner Clarke has requested Board confirmation of his reappointment to the Lake Jessamine Water Advisory Board of Carolyn Accola and Judy I. Martin with terms expiring December 31, 2014.

ACTION REQUESTED:

Confirmation of Commissioner Clarke's reappointment to the Lake Jessamine Water Advisory Board of Carolyn Accola and Judy I. Martin with terms expiring December 31, 2014.



AGE/NDA DEVELOP 201 South Rosalind Avenue • R 407-836-5426 • Fax: 407-836-28

32802-1393

December 11, 2012

- TO: Mayor Teresa Jacobs -AND-Board of County Commissioners
- FROM: Cheryl J. Gillespie, Supervisor Agenda Development Office

SUBJECT: Reappointments to the Lake Mary MSTU Advisory Board CONSENT AGENDA ITEM DECEMBER 18, 2012

Commissioner Clarke has requested Board confirmation of his reappointment to the Lake Mary MSTU Advisory Board of Nancy Crowell, Edwin Johnson, and Russ E. Tatum with terms expiring December 31, 2014.

ACTION REQUESTED: Confirmation of Commissioner Clarke's reappointment to the Lake Mary MSTU Advisory Board of Nancy Crowell, Edwin Johnson, and Russ E. Tatum with terms expiring December 31, 2014.



AGENDA DEVELOPMI 201 South Rosalind Avenue • Repl 407-836-5426 • Fax: 407-836-2899

302-1393

December 4, 2012

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 DECEMBER 18, 2012

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

Agricultural Advisory Board on September 5, 2012

Animal Services Advisory Board on August 21, 2012 and October 16, 2012

Arts and Cultural Affairs Advisory Council on September 27, 2012

Arts and Cultural Affairs Advisory Council Cultural Tourism Funding Review Panel on October 11, 2012

- Arts and Cultural Affairs Advisory Council Funding and Standards Committee on November 1, 2012
- Arts and Cultural Affairs Advisory Council Public Art Review Board on October 25, 2012

Big Sand Lake Advisory Board on August 21, 2012

Butler Chain of Lakes Advisory Board on September 17, 2012 and October 22, 2012

Children and Family Services Board on September 24, 2012

Code Enforcement Board on October 17, 2012

Deferred Compensation Advisory Committee on August 21, 2012

Development Review Committee on August 22, 2012

Disability Advisory Board on October 8, 2012

Environmental Protection Commission on September 26, 2012

Health Council of East Central Florida on September 19, 2012

Housing Finance Authority on August 1, 2012 and October 3, 2012

Lake Conway Water and Navigation Control District Advisory Board on September 11, 2012 and October 9, 2012

Lake Jessamine Water Advisory Board on September 13, 2012

Lake Mary MSTU Advisory Board on September 26, 2011

Membership and Mission Review Board on October 19, 2012

Orange County Arts Education Center on October 2, 2012 and November 6, 2012

Orange County Arts Education Center Schools Action Team on October 16, 2012 and November 6, 2012

Orange County Library Board of Trustees on October 11, 2012

Special Magistrate on November 5, 2012

Student/Pedestrian Safety Committee on October 18, 2012

Tax Collector's Office Feasibility Task Force on September 13, 2012

Tax Collector's Office Feasibility Task Force Financial Sub-Committee on October 11, 2012

Subject: Filing of Minutes for the Official County Record December 4, 2012 Page 2

- Tax Collector's Office Feasibility Task Force Legal Sub-Committee on October 11, 2012
- Tax Collector's Office Feasibility Task Force Operational Sub-Committee on October 11, 2012

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.

## Orange County Mayor TERESA JACOBS

P.O. Box 1393, 201 South Rosalind Avenue, Orlando, FL 32802-1393 Phone: 407-836-7370 • Fax: 407-836-7360 • Mayor@ocfl.net

- DATE: December 5, 2012
- TO: The Board of County Commissioners

FROM: Mayor Teresa Jacobs

RE: Confirmation of County Mayor's Staff Reappointments

1. Confirmation of the County Mayor's Staff Reappointments for the 1st Quarter (October - December) FY 2012-2013:

Name: Title: Division: Department: Hire Date: Date Assigned to Current Position:	Kenneth V. Adkins Manager Operations Administration Corrections December 16, 1985 October 11, 2010
Name: Title: Department: Hire Date: Date Assigned to Current Position:	Lonnie C. Bell, Jr. Director Family Services March 3, 2008 October 12, 2009
Name:	Margaret J. Brennan

Name:	Margaret J. Brenn
Title:	Manager
Division:	Medical Clinic
Department:	Health Services
Hire Date:	May 28, 2002
Date Assigned to	
Current Position:	October 29, 2007

Confirmation of County Mayor's Staff Reappointments December 5, 2012 Page 2 of 4

Name: Title: Division: Department: Hire Date: Date Assigned to Current Position:

## J. Ricardo Daye Director Human Resources Office of Accountability July 1, 1996

November 16, 1997

Name: Title: Division: Department: Hire Date: Date Assigned to Current Position:

## Robin L. Hammel

Manager Engineering Public Works November 24, 1986

October 20, 2008

Name: Title: Department: Hire Date: Date Assigned to Current Position:

**Raymond E. Hanson** 

Director Utilities October 18, 1993 November 9, 2009

Name: Glenn H. Kramer Manager **Fiscal & Operational Support** Utilities April 27, 1998

Title: Division: Department: Hire Date: Date Assigned to Current Position:

#### October 10, 2010

Name: Anne Kulikowski Title: Manager Fiscal & Operational Support Division: Department: Administrative Services Hire Date: March 14, 1994 Date Assigned to Current Position: November 6, 2005

Confirmation of County Mayor's Staff Reappointments December 5, 2012 Page 3 of 4

Name: Title: Division: Department: Hire Date: Date Assigned to Current Position:

#### Rafael Eduardo Mena

Chief Information Officer ISS Office of Accountability November 29, 1989

December 9, 2002

Name: Title: Department: Hire Date: Date Assigned to Current Position:

### Ronald O. Nielsen

Deputy Director Utilities October 15, 1984

November 9, 2009

Name: Title: Division: Department: Hire Date: Date Assigned to Current Position: Henry V. Preston

Division Chief Fire Logistics, Administration Fire Rescue Services June 14, 1993

October 11, 2010

Name: Title: Department: Hire Date: Date Assigned to Current Position:

#### Dr. George A. Ralls

Director Health Services/EMS May 2, 2005

October 12, 2009

Name: Title: Division: Department: Hire Date: Date Assigned to Current Position:

#### David A. Rathbun

Division Chief Fire Operations, Administration Fire Rescue Services August 14, 1989

October 19, 2009

Confirmation of County Mayor's Staff Reappointments December 5, 2012 Page 4 of 4

Name: Title: Division: Department: Hire Date: Date Assigned to Current Position: Randy Singh Manager Office of Management & Budget Office of Accountability June 29, 1998

November 3, 2002

Name: Title: Division: Department: Hire Date: Date Assigned to Current Position: Dean Stites

Manager Fiscal & Operational Support CEDS January 5, 1998 November 7, 2005

Name:Frederick WinterkampTitle:ManagerDivision:Fiscal and Business ServicesDepartment:Office of AcountabilityHire Date:November 6, 2000Date Assigned toNovember 6, 2000

Name:	Errick W. Young
Title:	Manager
Division:	<b>Business Development</b>
Department:	Administrative Services
Hire Date:	November 9, 2009
Date Assigned to	
Current Position:	November 9, 2009

#### **Action Requested**

Confirmation by the Board of County Commissioners of the County Mayor's staff reappointments for the 1st Quarter (October - December) FY 2012-2013.

RC:JN

C: Ajit M. Lalchandani, County Administrator Eric Gassman, Chief Accountability Officer J. Ricardo Daye, Manager, Human Resources ORANGE COUNTY GOVERNMENT

I. CONSENT AGENDA COUNTY ADMINISTRATOR

December 3, 2012

TO:Mayor Teresa Jacobs<br/>-AND-<br/>Board of County CommissionersFROM:Rafael Mena, Chief Information Officer<br/>Information Systems & Services Division<br/>Phone: 407-836-5201*Muture*SUBJECT:Approval to Appoint Orange County 911 Coordinator<br/>CONSENT AGENDA ITEM – December 18, 2012

The Information Systems & Services Division is requesting consent for a personnel change in our County E911 System.

Effective September 2, 2012, Annette Rodgers assumed the duties of the 911 Coordinator for Orange County in accordance with the State E911 Plan, F.A.C. Rule 60FF-6.044(3)(a) and F.S. 365.171(10). Ms. Rodgers will serve as the single point of contact between Orange County and the Department of Management Services for all 911 related issues. The following is the contact information for the 911 Coordinator as required by the Florida Department of Management Services.

> Annette Rodgers 911 Coordinator Orange County Information Systems & Services 3511 Parkway Center Court Orlando, FL 32808 Phone: (407) 836-9678 Fax: (407) 521-4682 Email: Annette.Rodgers@ocfl.net

ACTION REQUESTED:

Approval to designate Annette Rodgers as the 911 Coordinator for Orange County in accordance with the State E911 Plan, F.A.C. Rule 60FF-6.044(3)(a) and F.S. 365.171(10).

RM/ri

c: Eric Gassman, Chief Accountability Officer, Office of Accountability Annette Rodgers, 911 Coordinator, Information Systems & Services Interoffice Memorandur

I. CONSENT AGENDA COUNTY ADMINISTRATOR 13



November 30, 2012

TO:

Mayor Teresa Jacobs -AND-Board of County Commissioners

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

SUBJECT: December 18, 2012 – BCC Consent Agenda Item Approval of Dry Color Especialidade Quimicas Ltda. Qualified Target Industry Tax Refund Resolution

Dry Color Especialidade Quimicas Ltda. (Dry Color) is requesting that Orange County commit a total of \$12,000 as the 20% local share of a \$60,000 financial incentive under Florida's Qualified Target Industry (QTI) Tax Refund Program. The QTI award will induce Dry Color to establish a manufacturing facility within 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 targeted industry, and stating that the commitment of local financial support of the applicant exists for 20% of the annual tax refunds.

Dry Color was founded in Brazil in 1986 and the company provides clean and reliable pigmentation for their clients in the markets of PVC pipes, PET and Polyolefin. The proposed local establishment will create approximately 20 new high-wage jobs in Orange County, with an average salary of at least \$46,955, which is 115% of the overall prevailing salary in the county. New job functions will include management, production, sales and administration. Financial incentives will help to ensure that this project locates here in Orange County rather than another community.

Approximately \$825,000 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.

In 1986 Dry Color began commercializing powder pigmentation for the thermoplastics market and they have continued to advance their technology to meet the growing needs of their clients. They offer their clients solutions that optimize all the development processes of a new color or additive. They have a support team that works with clients to evaluate the best form of pigmentation to satisfy their demands.

For more information about Dry Color, visit: www.drycolor.com

ACTION REQUESTED:

Approval of Resolution of the Orange County Board of County Commissioners regarding Dry Color Especialidade Quimicas Ltda. Qualified Target Industry Tax Refund.

EU/ls

# RESOLUTION

of the

## ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding

## DRY COLOR ESPECIALIDADE QUIMICAS LTDA. 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 highwage job opportunities in Florida by providing "tax refunds" to qualified target industries; and

WHEREAS, Dry Color Especialidade Químicas Ltda. (Dry Color) is a manufacturer and distributor of pigmentation products for PVC pipes, PET and Polyolefin markets; and

WHEREAS, Dry Color established operations in Brazil in 1986 and seeks to establish their U.S. based operations in unincorporated Orange County; and

WHEREAS, Dry Color's establishment will include warehouse and distribution capabilities as well as manufacturing; and

WHEREAS, Dry Color anticipates creating approximately twenty (20) new jobs in Orange County at an average annual salary of at least \$46,955, which is 115% of the prevailing salary of \$40,830 in Orange County; and

WHEREAS, Dry Color anticipates that the new jobs to be created will include approximately four (4) management positions, one (1) sales positions, two (2) technical positions, twelve (12) production positions, and one (1) administrative positions; and

WHEREAS, Dry Color anticipates that these new jobs will be created according to the following schedule: Seven (7) jobs by December 31, 2013; five (5) jobs in calendar year 2014 and eight (8) jobs in calendar year 2015; and

WHEREAS. Dry Color has applied to the Executive Office of the Governor, Department of Economic Opportunity (DEO) for approval as a qualified QTI Program applicant, and has applied for \$60,000 in tax refunds from the State of Florida under the QTI Program, representing \$3,000 per job; and

WHEREAS, in order for Dry Color 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 Dry Color as a "target industry business," and committing "local

1

financial support" in an amount equal to 20% of the annual tax refund up to but not exceeding \$12,000 over the course of Dry Color's eligibility as a "qualified applicant"; and

WHEREAS, competition for Dry Color's expansion 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 (DEO) approve Dry Color 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, twelve thousand dollars (\$12,000) 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) Dry Color 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 2013-2014	\$	1,050
FY 2014-2015	\$	1,800
FY 2015-2016	\$	3,000
FY 2016-2017	\$	3,000
FY 2017-2018	\$	1,950
FY 2018-2019	\$	1,200
Total	<u>\$</u>	12,000

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 Dry Color is approved by the State of Florida for tax refunds in an amount less than the \$60,000 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 twenty percent (20%) of the annual tax refund awarded to Dry Color under the QTI Program.

This Resolution shall take effect upon receipt by the County of evidence Section 6. that Dry Color 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 December, 2012.

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

**County Mayor** 

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

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

76



Interoffice Memorandum

I. CONSENT AGENDA COUNTY ADMINISTRATOR

November 30, 2012

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

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

December 18, 2012 – Consent Agenda Item SUBJECT: Approval Orange County, Florida and the University of Central Florida FY 2013 Grant Agreement

Funding in the amount of \$650,000 was provided in the FY 2012-13 adopted budget for the University of Central Florida (UCF). The funding is to be distributed amongst the following departments; UCF Small Business Development Center's Advisory Board Council to receive \$100,000, the UCF Small Business Development Center to receive \$100,000, the UCF Venture Lab to receive \$125,000, the UCF Institute for Economic Competitiveness to receive \$200,000 and the UCF Business Incubation Program-Central Florida Research Park to receive \$125,000.

In order to expedite the disbursement of funds, it is required that the Board of County Commissioners approve and execute the grant agreement.

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

ACTION REQUESTED: Approval of Orange County, Florida and University of Central Florida FY 2013 Grant Agreement and authorization to disburse \$650,000 as provided in the FY 2012-13 adopted budget.

## ORANGE COUNTY, FLORIDA AND UNIVERSITY OF CENTRAL FLORIDA

## FY 2013 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this <u>day of December 2012</u>, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and the UNIVERSITY OF CENTRAL FLORIDA, by and on behalf of its Board of Trustees, a public institution and part of the State of Florida university system whose EIN number is 59-292-4021, hereinafter referred to as "UCF."

#### WITNESSETH:

WHEREAS, UCF has applied to the County for grant funding for several small business programs operated in association with the UCF College of Business Administration, Venture Lab, Small Business Development Center, and Business Incubation Program; and

WHEREAS, the County has determined that there is a public interest for such programs in order to promote businesses in Central Florida through education, training, work sessions, seminars and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to UCF for such purposes; and

WHEREAS, the County desires to enter into an agreement with UCF whereby UCF will receive and disburse grant funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, UCF has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement;

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

#### Section 1. County's Payment Obligation.

**1.1** The County has appropriated for the period commencing October 1, 2012 and ending September 30, 2013, the total sum of six hundred fifty thousand dollars and No/100 (\$650,000.00) to be allocated as follows:

(a) one hundred thousand dollars (\$100,000.00) for the Small Business Development Center - Advisory Board Council;

- (b) one hundred thousand dollars (\$100,000.00) for the UCF Small Business Development Center;
- (c) one hundred twenty five thousand dollars (\$125,000.00) for the UCF Venture Lab;
- (d) two hundred thousand dollars (\$200,000.00) for the UCF College of Business Administration Institute for Economic Competitiveness; and
- (e) one hundred twenty five thousand dollars (\$125,000.00) for the UCF Business Incubation Program Central Florida Research Park.

Such funds shall be administered and disbursed by UCF solely for the purposes set forth in Exhibit "A." Any funds not spent or encumbered by September 30, 2013 for the designated purposes set forth in Exhibit "A", shall be returned to the County Extension may be granted upon requested and written approval from Orange County's Economic Development Administrator.. The County's contributions of \$650,000.00 to UCF shall be made in one (1) installment upon execution of this Agreement and the County's receipt of an original invoice from UCF. By March 31, 2013, UCF will provide the Orange County Economic Development Administrator with a written status report describing the use of the County contribution under this Agreement. Additional status reports and other information related to the County's contribution will be provided by UCF as may be requested by the County.

#### Section 2. UCF's Obligation.

2.1 Representation of UCF. UCF represents that it will use its best efforts to develop and promote small businesses in Central Florida, which should include partnering with Orange County Economic Development and Business Development Offices. UCF represents and agrees that is shall use the funds paid under this Agreement solely for the purposes set forth in Exhibit "A."

2.2 No Lobbying. UCF acknowledges and agrees that no funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, UCF agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

**2.3** UCF as Independent Contractor. The parties expressly acknowledge that UCF 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.

2.4 Unlawful Discrimination. UCF, in performing it obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or

member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

**2.5** Accounting. UCF will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles.

2.6 Non-Profit Status. UCF agrees to maintain its non-profit university status in the State of Florida throughout the term of this Agreement. If UCF should, during the term of this Agreement, change its status as an institution within the State of Florida university system, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

2.7 Right to Inspect and Audit Accounts. During the term of this Agreement, UCF, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and her staff to inspect and audit the UCF's books and accounts at any time during normal working hours, provided that reasonable notice is given to the UCF prior to any such inspection. Any costs incurred by UCF as a result of a County audit shall be the sole responsibility of and shall be borne by UCF. In addition, should UCF provide any or all of the County's funds to sub-recipients, then, and in that event, the UCF shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

**2.8** Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, UCF shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

**2.8** Assignment. Neither Party may assign its rights hereunder, without the prior written consent of the other Party. Failure to comply with this section may result in immediate termination of this Agreement.

2.9 Indemnification. To the extent permitted by Florida law, UCF agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out or in any way connected with or arising from UCF's activities funded pursuant to this Agreement.

### Section 3. Term and Termination.

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2012 and shall continue until September 30, 2013. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days

notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

#### Section 4. Miscellaneous.

4.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

4.2 Waivers. Performance of this Agreement by either 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.

**4.3** 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 to the Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

4.5 Severability. It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

**Section 5.** Notice. Whenever notice or communications shall or may be given to either party, such notice shall be in writing and shall be delivered or sent to:

COUNTY:	Orange County Office of Economic, Trade & Tourism Development ATTN: Eric Ushkowitz, Economic Development Administrator 201 S. Rosalind Avenue, 5 <sup>th</sup> Floor Orlando, Florida 32802 Phone: (407) 836-7370 Fax: (407) 836-7399
UCF:	University of Central Florida ATTN: Kim Smith, Associate Director 12201 Research Parkway, Suite 501 Orlando, FL 32826

Phone: (407) 823-3062 Fax: (407) 823-3299 IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

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

By:\_\_\_\_

Teresa Jacobs Orange County Mayor

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

By:

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

By:\_\_\_\_

Deputy Clerk Clerk/Deputy Clerk of the Board

Date:

#### UNIVERSITY OF CENTRAL FLORIDA

Kins

Kim Smith, Associate Director Contracts & Grants Office of Research & Commercialization

Date: 11/27/12

### EXHIBIT "A" to ORANGE COUNTY FLORIDA FY 2013 GRANT AGREEMENT with UNIVERSITY OF CENTRAL FLORIDA

Funding is allocated as follows:

<u>\$100,000.00 for Small Business Development Center:</u> funds shall be used solely to nurture new company spin-offs from UCF faculty and student research, and new technology startups from outside UCF that have the potential for hiring UCF graduates. The County's contribution will be used exclusively to help fund the general operating expenses of the Small Business Development Center activities of UCF and support the following types of activities: 1) administration and equipment acquisition; 2) activities associated with advising UCF faculty and students; 3) activities associated with organizing and hosting events and workshops in areas ranging from intellectual property, patents, and copyrights, to faculty conflict of interest issues and business competitions; and 4) other universitydriven initiatives that support entrepreneurship in Orange County. In its marketing efforts, UCF in its capacity as the Small Business Development Center will recognize the important role it plays in the County's economic development strategy.

<u>\$100,000.00 for Small Business Development Center - Advisory Board Council:</u> The sole mission of the Advisory Board Council is to provide advisory boards to small businesses at no cost to such businesses. The County's contribution will be used solely to fund the general operating expenses of UCF's Advisory Board Council and support the following types of activities: 1) soliciting, screening, and selecting companies for the program; 2) recruiting, preparing, and managing volunteers to serve on advisory boards; 3) networking receptions and other events associated with the Advisory Board Council program; and 4) staff development activities in order to better serve advisory boards. In its marketing efforts, UCF in its capacity as the Advisory Board Council will recognize the important role it plays in the County's economic development strategy.

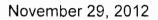
<u>\$125,000.00 for UCF Venture Lab</u>: The sole mission of the Venture Lab is to nurture new company spin-offs from UCF faculty and student research, and new technology startups from outside UCF that have the potential for hiring UCF graduates. The County's contribution will be used exclusively to help fund the general operating expenses of the Venture Lab and support the following types of activities: 1) administration and equipment acquisition; 2) activities associated with advising UCF faculty and students; 3) activities associated with organizing and hosting events and workshops in areas ranging from intellectual property, patents, and copyrights, to faculty conflict of interest issues and business competitions; and 4) other university-driven initiatives that support entrepreneurship in Orange County. In its marketing efforts, UCF in its capacity as the

Venture Lab will recognize the important role it plays in the County's economic development strategy.

<u>\$125,000.00 for UCF Business Incubation Program – Central Florida Research Park</u>: County funds will be used exclusively for the following types of activities: 1) admitting new client companies into the Business Incubator; 2) graduating companies from the Business Incubator; 3) offering the "Excellence in Entrepreneurship" Certificate Course; 4) consolidating operations and facilities; 5) supporting technology companies that utilize the National Entrepreneur Center; and 6) partnering with other UCF initiatives to coordinate and carry out marketing, education, and networking activities to promote new business creation and growth. In its marketing efforts, UCF in its capacity as the Business Incubator will recognize the important role it plays in the County's economic development strategy.

\$200,000.00 for UCF College of Business Administration - Institute for Economic Competitiveness: The sole mission of the Institute is to provide economic information and research to support informed economic choices regarding the Central Florida economy. It is further understood that the County's contribution will be used exclusively to help fund the general operating expenses of the Institute and support the following types of activities: 1) staffing the Institute with a full-time Director, economists, and student interns; 2) publishing quarterly economic forecasts for the nation, the state of Florida, and Florida metropolitan areas; 3) benchmarking Central Florida against other regions and the national economy; 4) staging an economic outlook conference or event; 5) producing a "Money Talks America" television show for local programming and PBS distribution; and 6) undertaking other activities that increase both the public's understanding of the regional economy and the means for improving its performance. In its marketing efforts, UCF in its capacity as the Institute will recognize the important role it plays in the County's economic development strategy. I. CONSENT AGENDA COUNTY ADMINISTRATOR 15

# GENDA ITEM



- TO: Mayor Teresa Jacobs -AND-Board of County Commissioners
- FROM: Randy Singh, Manager, Office of Management & Budget (OMB) R-S
- SUBJECT: Consent Agenda Item for December 18, 2012 Budget Amendment #13-17

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

ACTION REQUESTED: Approval of budget amendment #13-17.

NOTE TO THE CLERK: Please return one copy of the cover memo and the approved budget amendment to OMB. Deliver original budget amendment with a copy of the memo to the Comptroller Finance Department/Accounting Support.

RS/tp

Attachment



November 29, 2012

- TO: Mayor Teresa Jacobs -AND-Board of County Commissioners
- FROM: Randy Singh, Manager, Office of Management and Budget  $\mathcal{R}, \mathcal{S}'$

AGENDA ITEM

SUBJECT: Consent Agenda Item for December 18, 2012 Budget Amendment #13-17, Fund #7700 Home Investment Partnership Program Housing & Community Development Division/Community, Environmental, & Development Services Department

On September 20, 2012, the Board of County Commissioners approved an estimated budget for the Home Investment Partnership Program in the amount of \$1,792,553. The U.S. Department of Housing and Urban Development awarded the grant in the amount of \$1,795,231, which represents an increase of \$2,678.

This grant provides funds to a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income citizens.

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 7700-068-7862-3120	Classification Department of Housing & Urban Development	\$ <b>Amount</b> 2,678
	TOTAL REVENUES	\$ 2,678
Expenditures: Account Number 4KR-7700-068-7862-3125 4KS-7700-068-7862-3215	<b>Classification</b> Indirect Costs Welfare Payments TOTAL EXPENDITURES	\$ Amount 2,613 65 2,678

#### RS/PM/tp

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

I. CONSENT AGENDA COUNTY ADMINISTRATOR 16

**GENDA ITEM** 

## ORANGE COUNTY GOVERNMENT

November 27, 2012

- TO: Mayor Teresa Jacobs -AND-Board of County Commissioners
- FROM: Randy Singh, Manager, Office of Management & Budget h.S.
- SUBJECT: Consent Agenda Item for December 18, 2012 Budget Transfer #13C-0049

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

ACTION REQUESTED: Approval of budget transfer #13C-0049.

RS/tp

Attachment

			BUDGET HANGPEN NEQUE	، ر	CONTR	OL NO 130	C-004	19	всс
			AGENDA ITE	M	(To be a	issigned by OM	3)		tp
FUND	NO 1002	/1023 DEPARTMENT(S)				DATE:		12/18/ <sup>.</sup>	12
Reque	est the follow	ing transfer be made for the reason(s)	stated:				pg	<b>1</b> _of	1
	AGENCY	ORGANIZATION	OBJECT	APPR	AMC	OUNT FROM	A	MOUNT	то
NO.	072	0475	9550	PFB	\$	500,000			
TITLE		Reserves	Reserve - Future Capital Outlay			******			
NO.	072	2722	6311	PKU			\$	500	0,000
TITLE		Intersection Widening/CW	Roads - Collector/Arterial				*****		*******
NO.	072	0475	9550	KQA	\$	952,256	· ·		
TITLE		Reserves	Reserve - Future Capital Outlay			• • • • • • • • • • • • • • • • • • •	• • • • • •		•••••
NO.	072	2841	6311	KFH			\$	952	2,256
TITLE		Sidewalk Program CW	Roads - Collector/Arterial			* <b>* * * *</b> * * * * * * * * * * * * * *	******	*****	
		· · · · · · · · · · · · · · · · · · ·							
				TOTAL:	\$	1,452,256	\$	1,452	2,256
inter	section w	to be completed by OMB): videning and sidewalk progra n reserves. Project cost is u					•••• •		that
REQU	ESTED BY:	(Department Manager)	RECOMMEN	DED BY:	- for	M Sinel Office of Manja	n. ement	& Budget	
APPR	OVED / DIS	County Comptroller)  APPROVED  Dunty Commissioners / County Admini	* * * * * * * * * * * * * * * * * * *	****	∱ + ∳j ¥'≯	*****	* * * * #	* * * * *	
	Ľ	REQUESTING DEPARTMENT: DISTRIBUTION AFTER APPROVAL:	FORWARD ENTIRE SET TO TH WHITE - FISCAL; GREEN - FIN YELLOW - OMB; PINK - REQUI	ANCE; GO	DLD - ON	1B;	) BUD(	GET	



Interoffice Memorandum

I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT

November 20, 2012

TO:

Mayor Teresa Jacobs and the Board of County Commissioners

FROM: Journal Richardson, Manager, Purchasing and Contracts Division

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

SUBJECT: Award of Invitation for Bids Y13-135-ZM, Sod, Supply and Deliver

## RECOMMENDATION:

Approval to award Invitation for Bids Y13-135-ZM, Sod, Supply and Deliver, to the low responsive and responsible bidder, Hillside Sod Farms, Inc., in the estimated annual contract amount of \$333,000 for a 1-year term. Further request authorization for the Purchasing and Contracts Division to renew the contract for four additional 1-year terms. The Roads and Drainage Division and the Business Development Division concur with this recommendation.

## PURPOSE:

To supply and deliver pallets of sod to various areas of the County as requested by the Roads and Drainage Division. These are typically used for repairs from construction and new construction to prevent erosion.

## DISCUSSION:

Over 225 potential bidders were notified of the upcoming solicitation for this requirement. However, only two bids were received. They were evaluated for price, responsiveness and responsibility. The low bidder, Hillside Sod Farms, Inc., met all gualification requirements.

Bid tabulation as follows:

Hillside Sod Farms, Inc.	\$333,000
--------------------------	-----------

Travis Resmondo Sod \$338,000

Interoffice Memorandum



#### **BUSINESS DEVELOPMENT DIVISION**

Nóvember 9, 2012

TO:	Zulay V. Millan Senior Purchasing Agent Purchasing & Contracts Division
FROM:	Kesi Warren, Senior Contract Administrato Business Development Division
SUBJECT:	Business Development Division Bid Evaluation

PROJECT: IFB #Y13-135-ZM, Sod Supply & Delivery

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

c: Errick W. Young, Manager, Business Development Division



ORANGE COUNTY GOVERNMENT Interoffice Memorandu

L CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 2

November 28, 2012

 TO: Mayor Teresa Jacobs and the Board of County Commissioners
 FROM: Johnny M. Richardson, Manager, Purchasing and Contracts Division
 CONTACT: Julie Naditz, Manager, Highway Construction Division PHONE: (407) 836-7949
 SUBJECT: Award of Invitation for Bids Y12-7024-EZ

Powers Drive/Hudson Street Drainage Improvements

## RECOMMENDATION

Approval to award Invitation for Bids Y12-7024-EZ, Powers Drive/Hudson Street Drainage Improvements, to the low responsive and responsible bidder, Stage Door II, Inc., in the estimated contract award amount of \$115,195.80. Funds are available in account numbers 1023 072 2753 6330 and 4420 038 1504 6345. The Roads and Drainage Division and the Business Development Division concur with this recommendation.

## PURPOSE

The work consists of the completion of the outfall for the drainage system with the construction of a Type U concrete endwall and concrete flume, construction of a junction box and construction of 36 LF of 48" RCP. The work also includes removal and replacement of the existing Type F concrete curb and gutter, the removal and replacement of the existing asphalt pavement and lining of an existing sanitary sewer manhole.

## DISCUSSION

Nine bids were received. Stage Door II, Inc. has a satisfactory record of performance and has been determined to be responsible. Therefore, award is recommended to Stage Door II, Inc. County staff reviewed pricing of prior projects containing similar work and determined pricing of Stage Door II, Inc. was comparable.

November 28, 2012 Y12-7024-EZ Page 2

## <u>Bidders</u>

## Bid Amount

Stage Door II, Inc.	\$115,195.80
Conpilog Construction Division	\$147,235.34
American Persian Engineers & Constructors, Inc.	\$156,752.00
AAA Construction Managers, Inc.	\$167,999.96
Schuller Contractors, Inc.	\$186,797.34
All Florida Guardrail, Corp.	\$188,151.50
C.E. James, Inc.	\$207,486.50
Sun Road, Inc.	\$227,817.63
Sanalil Construction, Inc.	\$235,875.00

Interoffice Memorandum



#### **BUSINESS DEVELOPMENT DIVISION**

September 27, 2012

TO:	Elia Batista Zayas, Senior Contract Administrator Purchasing & Contracts Division
FROM:	Dexter Watts, Senior Contract Administrator Business Development Division

SUBJECT: Business Development Division Bid Evaluation

#### PROJECT: Y12-7024-EZ / Powers Drive/Hudson Street Drainage Improvements

The Business Development Division evaluated the 3 lowest bids of the 9 bids submitted for this project and found that the apparent low bidder Stage Door II, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0.87% MWBE participation in their bid and provided good faith effort documentation. Please note the following certified MWBE participation:

Wbe-wf	Winter Garden Grassing	\$1,000.00
Total MWBE	Participation	\$1,000.00 (0.87%)

The second low bid submitted by Orange County MWBE Conpilog International Company met the Orange County MWBE participation goal of 25%. They reported 79.47% MWBE participation in their bid.

The third low bid submitted by American Persian Engineers & Constructors, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 24.16% MWBE participation in their bid and did not provide good faith effort documentation.

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: Errick Young, Manager, Business Development Division



## **BID COMPARISON**

	IFB-Y12-7024-EZ	/ Powers Dr	ive/Hudsor	n Street I	Drair	nage Impro	vements	5		
Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (7%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Stage Door II, Inc.	\$115,195.80	\$1,000.00	0.87%	yes			:		65/5
2nd Low	Conpilog International Company [mbe-hm]	\$147,235.34	\$117,005.00	79.47%	na	\$32,039.54	27.81%	N		70/30
	American Persian Engineers & Constructors,									
3rd Low	Inc.	\$156,752.00	\$37,864.00	24.16%	no	\$41,556.20	36.07%	\$9,516.66	6.46%	55/6
4th Low	AAA Construction Managers, inc.	\$167,999.96	\$54,800.00	32.62%	na	\$52,804.16	45.84%	\$20,764.62	14.10%	67 / 33
5th Low	Schuller Contractors, Inc.	\$186,797.34	\$0.00	0.00%	yes	\$71,601.54	62.16%	\$39,562.00	26.87%	57/14
6th Low	All Florida Guardrail, Corp. [wbe-af]	\$188,151.50	\$149,901.50	79.67%	na	\$72,955.70	63.33%	\$40,916.16	27.79%	72 / 16
7th Low	C.E. James, Inc.	\$207,486.50	\$41,000.00	19.76%	no	\$92,290.70	80.12%	\$60,251.16	40.92%	76/8
8th Low	Sun Road, Inc.	\$227,817.63	\$0.00	0.00%	no	\$112,621.83	97.77%	\$80,582.29	54.73%	50/5
9th Low	Sanalil Construction, Inc.	\$235,875.00	\$64,350.00	27.28%	na	\$120,679.20	104.76%	\$88,639.66	60.20%	0/25

7024 AL-Powers Drive & Hudson Street Drainage Improvements



Interoffice Memorandu

I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT

November 26, 2012

TO: Mayor Teresa Jacobs and the Board of County Commissioners

FROM:

Manager, Purchasing and Contracts Division

CONTACT Andres Salcedo P.E., Manager, Utilities Engineering Division

SUBJECT: Award of Invitation for Bids Y12-7038-PH, Water Supply and Well Flow Meter Improvements (Bent Oak Storage and Re-pump Facility (SRF), Cypress Walk and Oak Meadows Water Supply Facility (WSF))

## RECOMMENDATION

Approval to award Invitation for Bids Y12-7038-PH, Water Supply and Well Flow Meter Improvements (Bent Oak Storage and Re-pump Facility (SRF), Cypress Walk and Oak Meadows Water Supply Facility (WSF)), to the low responsive and responsible bidder, Maxwell Contracting, Inc., in the total contract award amount of \$773,000. Funding is available in account number 4420-038-1533-6310. The Utilities Engineering Division and the Business Development Division concur with this recommendation.

## PURPOSE

The project includes construction and installation of new electromagnetic flow meter assemblies and piping, valves and raw water propeller meters at Bent Oak (SRF), Cypress Walk and Oak Meadows (WSF). The project is located in Orange County.

## DISCUSSION

Maxwell Contracting, Inc. achieved the M/WBE goal with 25.07% participation. The bids submitted by American Persian Engineers and Constructors, Inc. and Close Construction were determined to be non-responsible due to their lack of experience on similar projects. Therefore, award is recommended to the low responsive and responsible bidder, Maxwell Contracting, Inc.

Bidder:	Bid Amount
Maxwell Contracting, Inc.	\$773,000
Prime Construction Group, Inc.	\$797,000
American Persian Engineers and Constructors, Inc	Non- Responsible
Close Construction, Inc.	Non- Responsible

Interoffice Memorandum



### **BUSINESS DEVELOPMENT DIVISION**

December 3, 2012

PROJECT:	Y12-7038-PH / Water Supply and Well Flow Meter Improvements (Bent Oak SRF, Cypress Walk and Oak Meadow WSF)
SUBJECT:	Business Development Division Bid Evaluation
FROM:	Dexter Watts, Senior Contract Administrator Business Development Division
TO:	Patty Hobbs, Senior Contract Administrator Purchasing & Contracts Division

The Business Development Division evaluated the 2 bids submitted for this project and found that the apparent low bidder Maxwell Contracting, Inc. met the Orange County MWBE participation goal of 25%. They reported 25.07% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	Diversified Supply Company	\$152,056.00
Mbe-am	Power Engineering Group	\$41,759.00
Total MWBE Participation		\$193,815.00 (25.07%)

The second low bid submitted by Prime Construction Group, Inc. met the Orange County MWBE participation goal of 25%. They reported 25.51% MWBE participation in their bid.

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

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

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

c: Errick Young, Manager, Business Development Division

## **BID COMPARISON**

FB-Y12-7038-PH / Water Supply and Well Flow Meter Improvements (Bent Oak SRF, Cypress Walk and Oak Meadow WSF) % % Difference Difference M/WBE \$'s % **M/WBE** \$ Over Low EEO % From Low |\$ Over 2nd From 2nd in Bid (Goal 25%) Rank Bidder **Bid Amount** GFE Bid Bid (5%) Low Bid Low Bid M / W

25.07%

25.51%

na

na

\$24,000.00

3.10%

25/12

30/19

\$193,815.00

\$203,350.00

\$773,000.00

\$797,000.00

Low Bid Maxwell Contracting, Inc.

2nd Low Prime Construction Group, Inc.



Interoffice Memorandı

I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 4

November 30, 2012

TO:	Mayor Teresa Jacobs and the Board of County Commissioners
FROM:	Juhnny M. Richardson, Manager, Purchasing and Contracts Division
CONTACT: PHONE:	John P. (Jack) McGowan, Capital Planning Manager, OCCC (407) 685-5838
SUBJECT:	Award of Invitation for Bids Y13-709-SB, Orange County Convention Center South Building Chilled Water Compensators

## **RECOMMENDATION**

Approval to award Invitation for Bids Y13-709-SB, Orange County Convention Center South Building Chilled Water Compensators, to the sole responsive and responsible bidder, Air Mechanical & Service Corp. in the total contract award amount of \$392,900. Funds are available in account 4430 035 0960 6210. The Orange County Convention Center (OCCC) and the Business Development Division concur with this recommendation.

## <u>PURPOSE</u>

This project includes all work necessary to furnish and install new V-loop grooved elbow expansion compensators within the existing chilled water piping. The project is located in the south penthouse of the North/South Building at OCCC.

## **DISCUSSION**

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

The County's continuing mechanical, electrical and plumbing consultant and the user division evaluated the bid for reasonableness. They determined based on the accelerated schedule the bid is considered fair and reasonable.

The lack of competition is attributed to the accelerated performance schedule required due to time constraints that must be met because of the show schedule at OCCC. Also, six potential bidders were queried as to why they didn't bid on the project. Three bidders stated that they couldn't complete the work in the time allotted for the project. Other reasons for not bidding included the inability to obtain a bond and the lack of sufficient time to organize a mechanical team.

Interoffice Memorandum



#### **BUSINESS DEVELOPMENT DIVISION**

December 3, 2012

TO: Sally Bergman, Contract Supervisor Purchasing & Contracts Division

- FROM: Dexter Watts, Senior Contract Administrator Business Development Division
- SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y13-709-SB / Orange County Convention Center South Building Chilled Water Compensators

The Business Development Division evaluated the one bid submitted for this project and found that the apparent low bidder Air Mechanical & Service Corp. did not achieve good faith effort documentation and reported 0.00% MWBE participation in their bid.

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: Errick Young, Manager, Business Development Division



	IFS-Y13-709-SS / Orange	County Conv	ention Cen	ter South	Build	ling Chille	i Water (	lompona	aice <b>s</b>	
			M/WBE \$'s	% M/WBE		\$ Over Low		\$ Over 2nd		EEO %
Rank	Bidder	Bid Amount	in Bid	(Goal 25%)	GFE	Bid	Bid (7%)	Low Bid	Low Bid	M / W
Low Bid	Air Mechanical & Service Corp.	\$392,900.00	\$0.00	0.00%	no					28 / 10

## BID COMPARISON

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Interoffice Memorandun

I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 5

December 3, 2012

TO:

Mayor Teresa Jacobs and the Board of County Commissioners

FROM:

Johnny M. Richardson, Manager Purchasing and Contracts Division

CONTACT: Lonnie Bell, Director, Family Services Department 836-6566

SUBJECT: Approval of Payment to Community, A Walgreens Pharmacy for Pharmaceutical Services

## RECOMMENDATION

Approval to make payment to Community, A Walgreens Pharmacy for pharmaceutical services rendered to Ryan White eligible HIV/AIDS consumers in the estimated amount of \$950,000. Funds shall be dispersed through federal grant funds from the U.S. Health Resources and Services Administration (HRSA). The Family Services Department concurs with this payment.

## <u>PURPOSE</u>

To make payment for pharmaceutical services rendered to Ryan White eligible HIV/AIDS consumers until HRSA approves and posts 340B licenses for the new contracted pharmacy.

## DISCUSSION

The 340B license was previously issued to the County to allow BioScrip Pharmacy to dispense pharmaceuticals under the federal 340B program. The 340B program offers significantly reduced pricing for drugs to treat patients with HIV/AIDS. On March 5, 2012, BioScrip Pharmacy's operations were acquired by Walgreens, Inc. However, difficulties between Walgreens and BioScrip delayed by several months the execution of an agreement with the County to recognize the change in ownership. This action also delayed the County's application to the federal government to purchase pharmaceuticals under the federal 340B pricing program for dispensing by Walgreens.

Payment to Community, A Walgreens Pharmacy Page 2 of 2

However, during this period, Walgreens continued to dispense pharmaceuticals to Ryan White patients. Although not based on 340B pricing, the pharmaceuticals dispensed by Walgreens are basically consistent with pricing offered under this program. Therefore, these costs are considered reasonable.

The 340B license issue has been resolved allowing Walgreens to dispense pharmaceuticals under the federal program.

#### I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 6

Interoffice



## **REAL ESTATE MANAGEMENT ITEM 1**

	·		
DATE:	November 30, 2012		
TO:	Mayor Teresa Jacobs and the Board of County Commissioners		
THROUGH:	John D. Terwilliger, Director Sh Administrative Services Department		
FROM:	Robert L. Lyle, Program Manager Real Estate Management Division		
CONTACT PERSON:	William K. Hurt, Jr., Assistant Manager		
DIVISION:	Real Estate Management Phone: 836-7087		
ACTION REQUESTED:	APPROVAL AND EXECUTION OF ASSIGNMENT OF LEASE AGREEMENT BETWEEN CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS, IF NEEDED		
PROJECT:	YMCA-OCCC Billboard Orange County Convention Center Orlando, Florida		
	District 6		
PURPOSE:	To transfer the YMCA's rights and responsibilities in its Lease Agreement with Clear Channel Outdoor, Inc. to Orange County.		
ITEM:	Assignment of Lease Agreement Revenue: The greater of \$184,000 per year or 40% of gross revenue Term: Three years Options: Three, 5-year renewals		

Real Estate Management Division Agenda Item 1 November 30, 2012 Page 2

**REVENUE:** Account No.: 4430-4026 (BSA)

BUDGET: Account No.: 4430-4026 (BSA)

APPROVALS: Real Estate Management Division County Attorney's Office Orange County Convention Center Risk Management Division

**REMARKS:** The Board of County Commissioners approved a Leasing and Funding Agreement with the Central Florida Young Men's Christian Association, Inc. (YMCA) on November 27, 2012. The agreement provided for an extension of the current lease between the YMCA and Clear Channel Outdoor, Inc. (CCO); assignment of the lease to Orange County and three annual payments of \$184,000 by the County to the YMCA. An Extension and Modification of Lease Agreement was entered into between YMCA and CCO on November 30, 2012.

This action will transfer all of the YMCA's rights, duties and responsibilities under the lease to Orange County.

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

#### I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 7

Interoffice N



## REAL ESTATE MANAGEMENT ITEM 2

DATE:	November 3	0, 201

TO: Mayor Teresa Jacobs and the Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director Administrative Services Department

2

FROM: Robert L. Lyle, Program Manager Real Estate Management Division

CONTACT PERSON: William K. Hurt, Jr., Assistant Manager

DIVISION: Real Estate Management Phone: 836-7087

ACTION REQUESTED:

APPROVAL AND EXECUTION OF LEASE AGREEMENT BETWEEN ORLANDO SUNPORT FLEXXSPACE, LTD. AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS, IF NEEDED

**PROJECT:**OCHD – Emergency Storage Facility<br/>8026 Sunport Drive Units 307-311<br/>Orlando, Florida

District 4

**PURPOSE:** To provide space for Orange County Health Department to use as a disaster preparedness center in the event of an emergency.

Real Estate Management Division Agenda Item 2 November 30, 2012 Page 2

ITEM:	Lease Agre Base Cost: Size:	Months 1-3, \$2,854.69 per month Months 4-15, \$7,929.69 per month Months 16-27, \$8,056.56 per month Months 28-39, \$8,183.44 per month Months 40-42, \$8,323.00 per month 15,225 square feet		
	Term: Options:	42 months Two, 3 year renewals		
DUDGET				
BUDGET:	Account No.: 0001-060-2520-3620			
<b>APPROVALS:</b>	Real Estate Management Division County Attorney's Office Health Services Department Risk Management Division			
REMARKS:	Orange County Health Department (OCHD) requested Orange County Health Services Department (OCHS) to assist with leasing a warehouse/office site to serve as an emergency preparedness facility for the Central Florida area.			
	and distrib local health 2013, or up terminate of OCHD. O area expen	a will provide OCHD with the space necessary to receive, store ute emergency supplies and conduct training in the event of a h emergency. The lease term will commence on January 1, pon final execution by Orange County whichever is last, and on June 30, 2016. Orange County will Sub-Lease the facility to OCHD will reimburse OCHS for the cost of the rent and common uses and be responsible for all operating expenses to include nitorial, repair and maintenance costs for the facility.		
	additional installatior	l pay Lessor a proportionate share of Operating Expenses as rent above the Base Rent Cost. OCHD will be responsible for and operation of its voice/data services, along with its equipment and furnishings.		
	A file labo	eled "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. L CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 8



Interoffice

REAL ESTATE MANAGEMENT ITEM 3

DATE:	November 28, 2012			
TO:	Mayor Teresa Jacobs and the Board of County Commissioners			
THROUGH:	John D. Terwilliger, Director Administrative Services Department			
FROM:	Robert L. Lyle, Program Manager Real Estate Management Division			
CONTACT PERSON:	William K. Hurt, Jr., Assistant Manager			
DIVISION:	Real Estate Management Phone: 836-7087			
ACTION REQUESTED:	APPROVAL AND EXECUTION OF THIRD AMENDMENT OF LEASE AGREEMENT BETWEEN PYRAMID PROPERTIES III, LLP AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS, IF NEEDED			
PROJECT:	Sheriff's Third Amendment Orlando Florida			
	District 2			
PURPOSE:	To provide additional renewal options, modification of the rent structure and for tenant improvements to the leased premises by Lessor.			
ITEM:	Third Amendment of Lease Agreement Cost: Year 4, \$50,341.12 per month Year 5, \$50,569.81 per month Size: 34,304 square feet Term: 2 years (remaining on existing term) Options: Two, 5-year renewals			

Real Estate Management Division Agenda Item 3 November 28, 2012 Page 2

**BUDGET:** Account No.: 0001-043-0201-3620

APPROVALS: Real Estate Management Division Sheriff's Department County Attorney's Office Facilities Management Division

**REMARKS:** Orange County (County) currently leases space for the Sheriff's Department (Sheriff) under a Lease Agreement approved by the Board of County Commissioners (BCC) May 21, 2002; as amended by First Amendment of Lease approved by the BCC April 18, 2006, and Second Amendment of Lease approved by the BCC November 17, 2009.

The County has exercised the last of its renewal options granted under the terms of the original lease, and the Sheriff has indicated that it would like to continue its use of this site beyond the expiration of the current term in December 2014. Additionally the Sheriff has asked for some minor cosmetic improvements to the space, which has not been renovated for many years.

This action will provide the County with two additional renewal option terms of five years each, freeze the base rental rate for the remaining two years of the current term and the first year of the next renewal term (saving the County approximately \$31,200), and provide some needed renovations to the leased premises at no cost to the County. This agreement will take effect January 1, 2013 through expiration of the current term December 31, 2014, and sets the rental rates for the first renewal option term which will begin January 1, 2015 and terminate December 31, 2019.

All other terms and conditions of the Lease remain in full force and effect.

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 Mer

I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 9



TO:

#### **REAL ESTATE MANAGEMENT ITEM 4**

DATE:	November	26,	2012
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Mayor Teresa Jacobs and the Board of County Commissioners

THROUGH: John D. Terwilliger, Director

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

- PERSON: Ann Caswell, Assistant Manager
- DIVISION: Real Estate Management Phone: 836-7082

ACTION '

CONTACT

**REQUESTED:** APPROVAL AND EXECUTION OF DISTRIBUTION EASEMENT BETWEEN ORANGE COUNTY AND PROGRESS ENERGY OF FLORIDA, INC. AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Orange County Landfill Class III Cell 2 LFG expansion 2011

District 4

**PURPOSE:** To provide for access, construction, operation, and maintenance of electrical facilities by Progress Energy Florida, Inc.

ITEM: Distribution Easement Revenue: None Size: 36,033 square feet Real Estate Management Division Agenda Item 4 November 26, 2012 Page 2

APPROVALS: Real Estate Management Division Utilities Department

**REMARKS:** On May 8, 2012, the Board of County Commissioners approved a distribution easement to provide electrical service to a landfill gas flare facility. During construction of the electrical line, conflicts with wetlands and the leachate pipeline were encountered and the line was adjusted in the field and resurveyed. This Distribution Easement will replace the previously granted Distribution Easement.

Grantee to pay all recording fees.

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



Interoffice

I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 10

#### **REAL ESTATE MANAGEMENT ITEM 5**

DATE:	December 10, 2012
то:	Mayor Teresa Jacobs and the Board of County Commissioners
THROUGH:	John D. Terwilliger, Director Administrative Services Department
FROM:	Monica L. Hand, Senior Title Examiner Real Estate Management Division
CONTACT PERSON:	Ann Caswell, Assistant Manager
DIVISION:	Real Estate Management Phone: 836-7082
ACTION REQUESTED:	APPROVAL AND EXECUTION OF UTILITY EASEMENT BETWEEN ORANGE COUNTY AND ORLANDO UTILITIES COMMISSION AND CITY OF ORLANDO FOR THE USE AND BENEFIT OF THE ORLANDO UTILITIES COMMISSION, AUTHORIZATION TO DISBURSE FUNDS TO PAY RECORDING FEES AND RECORD INSTRUMENT
PROJECT:	Silver Star Community Park – Cricket Field
	District 6
PURPOSE:	To provide for access, construction, operation, and maintenance of utility facilities by the City of Orlando and Orlando Utilities Commission.
ITEM:	Utility Easement Revenue: None Size: 11,620 square feet

Real Estate Management Division Agenda Item 5 December 10, 2012 Page 2

FUNDS:	\$35.50 Payable to Orange County Comptroller (recording fees)
BUDGET:	Account No.: 1265-065-1971-6110
APPROVALS:	Real Estate Management Division Capital Projects Division Parks and Recreation Division
REMARKS:	This Utility Easement provides the Orlando Utilities Commission the right to extend water service to the Silver Star Community Park Cricket Field. 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.

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I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 11

ORANGE COUNTY GOVERNMENT F L O R I D A Interoffice

### **REAL ESTATE MANAGEMENT ITEM 6**

DATE:	December 10, 2012
TO:	Mayor Teresa Jacobs and the Board of County Commissioners
THROUGH:	John D. Terwilliger, Director
FROM:	Monica L. Hand, Senior Title Examiner
CONTACT PERSON:	Ann Caswell, Assistant Manager
DIVISION:	Real Estate Management Phone: 836-7082
ACTION REQUESTED:	APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE BETWEEN ORANGE COUNTY AND YAUHEN ZHYVITSKI, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO YAUHEN ZHYVITSKI AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING
PROJECT:	NSP Resale – 5220 Laval Drive, Orlando, FL 32839 (NCST)
	District 3
PURPOSE:	To sell a renovated former foreclosure property to a qualified buyer under the Neighborhood Stabilization Program.
ITEMS:	As Is Residential Contract for Sale and Purchase
	County Deed Revenue: \$135,100 (less closing costs and NSP assistance)*

Real Estate Management Division Agenda Item 6 December 10, 2012 Page 2

<b>REVENUE:</b>	Account No.: 7705-065-7679-6870
APPROVALS:	Real Estate Management Division County Attorney's Office Housing & Community Development Division
REMARKS:	This property was purchased as part of the Neighborhood Stabilization Program (NSP). The house has been renovated and is being returned to private ownership under the terms of the NSP.
	*The revenue (sales price) is \$135,100 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division,

Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County will pay closing costs, except documentary stamp tax, and may provide up to \$20,000 NSP assistance from the County's revenue. The buyer will execute a mortgage to the County in the amount of the closing costs and NSP assistance provided, which mortgage will be forgiven if the buyer occupies the house a minimum of 15 years.

Grantee to pay documentary stamp tax.

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 N

I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 12



#### REAL ESTATE MANAGEMENT ITEM 7

DATE:	December 10, 2012
TO:	Mayor Teresa Jacobs

and the Board of County Commissioners

THROUGH: John D. Terwilliger, Director Administrative Services Department

FROM:Elizabeth Price Jackson, Senior Title ExaminerReal Estate Management Division

CONTACTPERSON:Ann Caswell, Assistant Manager

DIVISION: Real Estate Management Phone: 836-7082

ACTION REQUESTED:

ESTED: APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE WITH ADDENDUM TO CONTRACT BETWEEN ORANGE COUNTY AND MARCIA C. TEIXEIRA, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO MARCIA C. TEIXEIRA AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** NSP Resale – 4614 Mars Court, Orlando, FL 32839 (NCST)

District 3

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

ITEMS: As Is Residential Contract for Sale and Purchase with Addendum to Contract

County Deed Revenue: \$131,600 (less closing costs and NSP assistance)\* Real Estate Management Division Agenda Item 7 December 10, 2012 Page 2

<b>REVENUE:</b>	Account No.: 7705-065-7679-6870
APPROVALS:	Real Estate Management Division County Attorney's Office Housing & Community Development Division
REMARKS:	This property was purchased as part of the Neighborhood Stabilization Program (NSP). The house has been renovated and is being returned to private ownership under the terms of the NSP.
	*The revenue (sales price) is \$131,600 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division,

Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County will pay closing costs, except documentary stamp tax, and may provide up to \$20,000 NSP assistance from the County's revenue. The buyer will execute a mortgage to the County in the amount of the closing costs and NSP assistance provided, which mortgage will be forgiven if the buyer occupies the house a minimum of 15 years.

Grantee to pay documentary stamp tax.

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 13



#### **REAL ESTATE MANAGEMENT ITEM 8**

DATE:	December 10, 2012
TO:	Mayor Teresa Jacobs and the Board of County Commissioners
THROUGH:	John D. Terwilliger, Director
FROM:	Elizabeth Price Jackson, Senior Title Examiner
CONTACT PERSON:	Ann Caswell, Assistant Manager
DIVISION:	Real Estate Management Phone: 836-7082
ACTION REQUESTED:	APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE WITH ADDENDUM TO CONTRACT BETWEEN ORANGE COUNTY AND DWAYNE A. WALKER AND JAHLET V. JONES, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO DWAYNE A. WALKER AND JAHLET V. JONES AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING
PROJECT:	NSP Resale – 8012 Stirrupwood Court, Orlando, FL 32818 (NCST)
	District 6
PURPOSE:	To sell a renovated former foreclosure property to a qualified buyer under the Neighborhood Stabilization Program.
ITEMS:	As Is Residential Contract for Sale and Purchase with Addendum to Contract
	County Deed Revenue: \$133,000 (less closing costs and NSP assistance)*

Real Estate Management Division Agenda Item 8 December 10, 2012 Page 2

<b>REVENUE:</b>	Account No.: 7705-065-7679-6870
APPROVALS:	Real Estate Management Division County Attorney's Office Housing & Community Development Division
REMARKS:	This property was purchased as part of the Neighborhood Stabilization Program (NSP). The house has been renovated and is being returned to private ownership under the terms of the NSP.

\*The revenue (sales price) is \$133,000 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County will pay closing costs, except documentary stamp tax, and may provide up to \$20,000 NSP assistance from the County's revenue. The buyer will execute a mortgage to the County in the amount of the closing costs and NSP assistance provided, which mortgage will be forgiven if the buyer occupies the house a minimum of 15 years.

Grantee to pay documentary stamp tax.

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

#### I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 14

ORANGE COUNTY GOVERNMENT

#### REAL ESTATE MANAGEMENT ITEM 9

DATE:	November 28	, 2012

TO: Mayor Teresa Jacobs and the Board of County Commissioners

Interoffice Me

**THROUGH:**John D. Terwilliger, DirectorAdministrative Services Department

FROM: Elizabeth Price Jackson, Senior Title Examiner

- PERSON: Ann Caswell, Assistant Manager
- DIVISION: Real Estate Management Phone: 836-7082

ACTION

CONTACT

**REQUESTED:**APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND<br/>PURCHASE BETWEEN ORANGE COUNTY AND MARIO D.<br/>OLAZABAL PERDOMO AND MARLENY D. DEL RISCO PORTO,<br/>APPROVAL AND EXECUTION OF COUNTY DEED FROM<br/>ORANGE COUNTY TO MARIO D. OLAZABAL PERDOMO AND<br/>MARLENY D. DEL RISCO PORTO AND AUTHORIZATION TO<br/>PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO<br/>CLOSING

**PROJECT:** NSP Resale – 2626 Tandori Circle, Orlando, FL 32837 (NCST)

District 4

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

ITEMS: As Is Residential Contract for Sale and Purchase

County Deed Revenue: \$145,000 (less closing costs and NSP assistance)\* Real Estate Management Division Agenda Item 9 November 28, 2012 Page 2

**REVENUE:**Account No.: 7705-065-7679-6870**APPROVALS:**Real Estate Management Division<br/>County Attorney's Office<br/>Housing & Community Development Division

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

> \*The revenue (sales price) is \$145,000 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County will pay closing costs, except documentary stamp tax, and may provide up to \$20,000 NSP assistance from the County's revenue. The buyer will execute a mortgage to the County in the amount of the closing costs and NSP assistance provided, which mortgage will be forgiven if the buyer occupies the house a minimum of 15 years.

Grantee to pay documentary stamp tax.

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 15



#### REAL ESTATE MANAGEMENT ITEM 10

TO: Mayor Teresa Jacobs and the Board of County Commissioners

**THROUGH:**John D. Terwilliger, DirectorAdministrative Services Department

FROM: Monica L. Hand, Senior Title Examiner Real Estate Management Division

CONTACT PERSON: Ann Caswell, Assistant Manager

DIVISION: Real Estate Management Phone: 836-7082

ACTION

**REQUESTED:** APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE WITH ADDENDUM BETWEEN ORANGE COUNTY AND MELISSA USMA, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO MELISSA USMA AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** NSP Resale – 12705 Boggy Pointe Drive, Orlando, FL 32824 (NCST)

District 4

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

ITEMS: As Is Residential Contract for Sale and Purchase with Addendum

County Deed Revenue: \$159,000 (less closing costs and NSP assistance)\* Real Estate Management Division Agenda Item 10 November 26, 2012 Page 2

<b>REVENUE:</b>	Account No.: 7705-065-7679-6870
APPROVALS:	Real Estate Management Division County Attorney's Office Housing & Community Development Division
REMARKS:	This property was purchased as part of the Neighborhood Stabilization Program (NSP). The house has been renovated and is being returned to private ownership under the terms of the NSP.
	*The revenue (sales price) is \$159,000 or the lender's appraised value

\*The revenue (sales price) is \$159,000 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County will pay closing costs, except documentary stamp tax, and may provide up to \$20,000 NSP assistance from the County's revenue. The buyer will execute a mortgage to the County in the amount of the closing costs and NSP assistance provided, which mortgage will be forgiven if the buyer occupies the house a minimum of 15 years.

Grantee to pay documentary stamp tax.

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.



# AGENDA ITEM

November 29, 2012

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

FROM:

TO:

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

CONTACT PERSON: Robert Spivey, Manager **Code Enforcement Division** (407) 836-4221

SUBJECT: December 18, 2012 - Consent Item Resolutions for Special Assessment Lien(s) Lot Cleaning (80)

Pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, the County is authorized to have property cleaned through an independent contractor when not done voluntarily by the property owner, after sufficient notice. Further, the regulation allows the Board of County Commissioners by Resolution to place Special Assessment Liens on such properties to recoup the cost of cleaning. The following properties have been cleaned at the expense of the County with associated costs as indicated.

<u>Case No.</u> D	)ist.	<u>#Property Owner</u>	Amount*
LC 12-1116	1	PRASAD ISHVARANAND; PRASAD PANDIT HARI;	\$ 185.58
		PRASAD ISHVARI	
LC 12-1170	1	R I G REAL ESTATE INVESTMENT GROUP LLC TR	\$ 109.38
LC 12-1214	1	RIVER BUSINESS CORP	\$ 843.96
LC 12-1468	1	SWANN BRIAN	\$ 484.75
LC 12-1507	1	SIMMONS LISA A	\$ 223.54
LC 12-1508	1	RUSSELL JOHN	\$ 197.94
LC 12-1541	1	RAMOS WILLIAIM P	\$ 128.46
LC 12-0917	2	VAN CLIEF PETER	\$ 198.80
LC 12-1047	2	JACKSON GEORGE ESTATE	\$ 188.70
LC 12-1099	2	BAILEY NADIA A	\$ 180.90
LC 12-1108	2	ROBINSON DAISY ESTATE	\$ 193.50
LC 12-1109	2	HARMON JUANITA	\$ 144.58
LC 12-1127	2	NEW EARTH PROPERTIES LLLP	\$ 140.70
LC 12-1250	2	HUERTA DORA E; HUERTA MARGARITO	\$ 239.94
LC 12-1270	2	HATCHER JEANNIE R; HATCHER BRUCE A	\$ 177.90

Page Two December 18, 2012 – Consent Item Resolutions for Special Assessment Lien(s) Lot Cleaning (80)

<u>Case No.</u> D	)ist.#	Property Owner	Ar	nount*
LC 12-1286	2	FLORES VERNO P; SANTIAGO RICARDO	\$	261.56
LC 12-1323	2	WILLIAMS EDGBERT D	\$	199.43
LC 12-1347	2	BRINK RICHARD O	\$	174.78
LC 12-1352	2	INNISS LUCENE T	\$	243.46
LC 12-1356	2	KIRKPATRICK SARAH E ESTATE	\$	236.50
LC 12-1370	2	RAGIN WILLIAM E ESTATE	\$	274.90
LC 12-1372	2	KING DIANE	\$	303.66
LC 12-1373	2	SARJOO SALIMA CHINTAMANI; CHINTAMANI CHITRA O; SARJOO KEVIN	\$	272.58
LC 12-1377	2	RICHARDSON DANIEL W JR	\$ 1	,371.70
LC 12-1490	2	FIGUEROA CARMEN I; TORRES MILTON	\$	322.22
LC 12-1499	2	PARRIS AILEEN	\$	529.74
LC 12-0894	3	PAREDES JOHN	\$	184.42
LC 12-1118	3	MCMASTER DELORES M; MCMASTER ERIC S	\$	217.95
LC 12-1183	3	VARGAS ENDER; FUENMAYOR XIOMARA	\$	561.30
LC 12-1239	3	ARROYO MONSERRATE	\$	263.06
LC 12-1261	3	ISAACS DEBORAH J; ISAACS THOMAS R JR	\$	210.38
LC 12-1277	3	MCCULLOUGH VANESSA; DAWKINS VALERIE	\$	300.57
LC 12-1413	3	SHARP QUINN S	\$	82.33
LC 12-1424	3	ANDREWS ANTHONY D; ANDREWS TIMOTHY E	\$	214.26
LC 12-1434	3	FIGLUIZZI SALVATORE ESTATE	\$	190.98
LC 12-1613	3	MARTIN PENELOPE L; MARTIN DAVID A	\$	521.88
LC 13-0018	3	MADDOX NANCY W; MADDOX SAMUEL H	\$ 1	1,270.40
LC 13-0024	3	OKOPNY LAURA L	\$	280.93
LC 12-0878	4	TAYLOR LINCOLN B	\$	839.19
LC 12-0979	4	CREWS LOIS; ROGERS DEBORAH	\$	991.78
LC 12-1088	4	KENNERLY EDITH LORETTA	\$	186.13
LC 12-1178	4	PETRUSKA MARTHA	\$	254.53
LC 12-1460	4	KNORR WILLIAM; KNORR LAVONNE K	\$	244.46
LC 12-1095	5	NIEVES NELSON	\$	200.90
LC 12-1198	5	CONKLIN GLENN A	\$	324.93
LC 12-1426	5	PHELPS GARY D	\$	697.94
LC 12-1453	5	BUSH VIRGINIA; LASTER LARRY W	\$	686.36
LC 12-1590	5	THOMPSON MICHAEL L	\$	
LC 13-0004	5	NEWBERRY SHEILA POWELL		346.96
LC 12-0798	6	OGEERALLY MELISSA; OGEERALLY TERRIN	\$	141.90
LC 12-0866	6	KNOWLES LORI; RANGE DARRELL G II	\$	1,455.66
LC 12-0896	6	SALLIS RONALD 50% INT; GAJRAJ ARNOLD A; GAJRAJ SANDRA 50% INT	\$	100.14
LC 12-0903	6	SPAKOWSKI WENDY F	\$	474.06
LC 12-0969	6		\$	169.62
LC 12-1056	6	RUTHLAND GRACE HUDSON; RUTHLAND LLOYD	\$	154.38

124

#### Page Two December 18, 2012 – Consent Item Resolutions for Special Assessment Lien(s) Lot Cleaning (80)

<u>Case No.</u>	Dist.#	Property Owner	<u>A</u>	mount*
LC 12-1152	6	CARTER-THOMAS SABRINA A	\$	132.54
LC 12-1162	6	SALAZAR HERMAN; BEDOYA LORENA	\$	189.20
LC 12-1163	6	PHILLIPS DINA; PHILLIPS EARL F III	\$	130.62
LC 12-1172	6	DEAQUAIR JAMIE A	\$	128.58
LC 12-1174	6	J P F D INVESTMENT CORP	\$	220.26
LC 12-1207	6	LOTUS HOMES INC	\$	211.00
LC 12-1213	6	CAN CIN INC	\$	184.08
LC 12-1225	6	WTH OAKMONT MORTGAGE POOL 217 LP	\$	266.24
LC 12-1227	6	RUIZ-RODRIGUEZ GABRIELA; VELASCO CARLOS	\$	356.36
LC 12-1260	6	HUYNH SANG; PHAM MY	\$	192.47
LC 12-1289	6	ASARE ENTERPRISES LLC	\$	210.84
LC 12-1290	6	DANTZLER CECELLIA GAINES	\$	144.42
LC 12-1331	6	GONZALEZ YARA AIXA; TORRES CHRISTIAN A	\$	175.06
LC 12-1334	6	RASGULLA 57 LLC	\$	355.22
LC 12-1335	6	OAK MEADOWS OF ORLANDO HOA INC		,840.52
LC 12-1337	6	NELSON LINDA L	\$	657.32
LC 12-1345	6	SUNTRUST MORTGAGE INC	\$	122.62
LC 12-1351	6	WATSON COLIN E	\$	155.94
LC 12-1386	6	CARTER LINDA	\$	203.38
LC 12-1435	6	TYMBER SKAN ON THE LAKE OWNERS ASSN SEC TWO INC	\$2	2,153.57
LC 12-1440	6	SAROOP RAMDAT	\$	622.48
LC 12-1458	6	MCCOY JOHNNIE B; JACKSON ADRIENNE	\$	184.92
LC 12-1482	6	BROWN HORACE E	\$	247.06
LC 12-1521	6	TYMBER SKAN ON THE LAKE OWNERS ASSOCIATION SECTION ONE	\$ ^	1,991.44
LC 12-1596	6	GATES BARRY TR	\$	123.06

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

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

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

JVW/RS:rg

Attachments

L CONSENT AGENDA COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

Interoffice Merr



## AGENDA ITEM

November 28, 2012

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) 836-1406

SUBJECT: December 18, 2012 – Consent Item Environmental Protection Commission Recommendation

Pursuant to Orange County Code, Chapter 15, Article IX, Environmental Protection Division (EPD) staff has evaluated the proposed application and required documents.

On September 15, 2011, the Environmental Protection Division (EPD) received an anonymous complaint that a boat dock was being improved by the property owner without a permit. EPD staff met with the property owner, Mark Schulting, and informed him that an after-the-fact Dock Construction Permit would be required for the construction of his dock because he had altered the terminal platform of his dock without a permit. At this time, EPD observed that the dock has one solid wall on the west side of the terminal platform, which meets the definition of an enclosed dock. Mr. Schulting was informed that he would have to apply for a variance in order to keep the wall. In addition, EPD informed Mr. Schulting that the dock was located within 25 feet of the projected property line and would require a waiver to side setback.

On March 22, 2012, EPD received an after-the-fact Application to Construct a Dock with an application for variance to allow for the partial enclosure and an Application for Waiver for a reduced side setback. Notification of the variance request was sent to all property owners within 300 feet of the property on April 4, 2012. Notification of the waiver request was sent to Orange County Public Works, as the affected property owner in this case is an Orange County Drainage Easement. Page Two December 18, 2012 – Consent Item Environmental Protection Commission Recommendation

#### ENCLOSED DOCK VARIANCE

Pursuant to Section 15-342 (g), enclosed docks are prohibited. Section 15-323 defines enclosed docks as "a dock which has any portion of its structure completely or partially enclosed with walls and/or doors."

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."

The applicant has stated that the sun's UV rays have destroyed the sides of several of his boats. He has tried several ways to block the sun such as sun shades, but they have all been destroyed by the high winds on the lake. The applicant has stated that it will have no effect on his neighbors. No objections were received by EPD for this variance request. One letter was received by Richard Swann (750 Gatlin Avenue) in support of the variance request. Another letter was received on October 31, 2012, (the day of the hearing) by the adjacent property owner to the west stating they had no objection to the wall.

The Applicant has not met the provisions of the variance, as the hardship is self imposed.

#### SIDE SETBACK WAIVER

Since this property has greater than 75 feet of shoreline length at the NHWE, pursuant to Section 15-343 (b), the required side setback for the dock is 25 feet. The constructed dock is located 11.7 feet from the projected property line and requires a waiver to remain in this location.

Public Works stated they would not have an issue with the reduced side setback if the applicant completed a Hold Harmless and Indemnification Agreement. Once the Hold Harmless and Indemnification Agreement has been signed by Mr. Schulting it will be sent to the Board of County Commissioners for approval.

Pursuant to Section 15-343 (b), waivers from side setback requirements may be granted by the Environmental Protection Officer (EPO) if there is no objection to the waiver by the shoreline owner abutting the applicant's property line affected by the waiver; therefore this waiver request can be administratively approved once the Hold Harmless and Indemnification Agreement has been signed. No action is required by the Environmental Protection Commission (EPC).

There is currently an open enforcement case for this property. Mr. Schulting has paid an administrative penalty of \$200 to the Conservation Trust Fund for the construction of a dock without a permit. Removal of the wall and recordation of the Hold Harmless Agreement will close the enforcement case. Page Three December 18, 2012 – Consent Item Environmental Protection Commission Recommendation

The recommendation of the Environmental Protection Officer is to deny the after-thefact variance request for the Schulting boat dock application, and request the wall be removed. Based upon the evidence and testimony presented at the October 31, 2012, public hearing, the EPC made a recommendation to deny the request for after-the-fact variance to Orange County Code, Chapter 15, Article IX, Section 15-342(g) and remove the enclosure for the Schulting Dock Construction Permit No. BD-12-03-016.

ACTION REQUESTED: Approval of Orange County Environmental Protection Commission recommendation to uphold the Environmental Protection Officer's recommendation to deny the after-the-fact request for variance from Orange County Code, Chapter 15, Article IX, Section 15-342 (g) enclosed docks and remove the enclosure for the Schulting Dock Construction Permit No. BD-12-03-016. District 3

JVW/LC: mn

Attachments



ENVIRONMENTAL PROTECTION COMMISSION

> Joel A. Thomson Chairman

> > John Miklos Vice Chairman

Jeamfer M. Bray

Michael Kyhos

David Ward

Charles A. White

#### ENVIRONMENTAL PROTECTION DIVISION Lori Cunniff, CEP, CHMM, Deputy Director Community, Environmental and Development Services Department 800 Mercy Drive, Sane 4

Orlando, FL 32808-7896 407-836-1400 • Fax 40% 836-1499 www.ocfl.net

#### ORANGE COUNTY ENVIRONMENTAL PROTECTION COMMISSION

Recommendation regarding an after-the-fact variance request from Orange County Code, Chapter 15, Article IX, Dock Construction Permit BD-12-03-016; Mark Schulting, 632 Gatlin Avenue.

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

**REQUEST:** Mark Schulting (the "applicant") is requesting an after-the-fact variance to Section 15-342 (g), enclosed docks.

**BACKGROUND:** On September 15, 2011, the Environmental Protection Division (EPD) received an anonymous complaint that a boat dock was being improved by the property owner without a permit. EPD staff met with the property owner, Mr. Schulting, and informed him that an after-the-fact Dock Construction Permit would be required for the construction of his dock because he had altered the terminal platform of his dock without a permit. At this time, EPD observed that the dock he has one solid wall on the west side of the terminal platform, which technically meets the definition of an enclosed dock. Mr. Schulting was informed that he would have to apply for a variance in order to keep the partial enclosure. In addition, EPD informed Mr. Schulting that the dock was located within 25 feet of the projected property line and would require a waiver to side setback.

On March 22, 2012, EPD received an after-the-fact Application to Construct a Dock with an Application for Variance to allow for the partial enclosure and an Application for Waiver for a reduced side setback. Notification of the variance request was sent to all property owners within 300 feet of the property on April 4, 2012. Notification of the waiver request was sent to Orange County Public Works, as the affected property owner in this case, is an Orange County Drainage Easement. Pursuant to Orange County Code, Chapter 15, Article IX, EPD staff evaluated the proposed applications and required documents.

#### ENCLOSED DOCK VARIANCE

Pursuant to Section 15-342 (g), enclosed docks are prohibited. Section 15-323 defines enclosed docks as "a dock which has any portion of its structure completely or partially enclosed with walls and/or doors."

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."

The applicant has stated that the sun's UV rays have destroyed the sides of several of his boats. He has tried several ways to block the evening sun such as sun shades but they have

Page 1 of 2

all been destroyed by the high winds on the lake. The applicant has stated that it will have no effect on his neighbors. No objections were received by EPD for this variance request. One letter was received by Richard Swann (750 Gatlin Avenue) in support of the variance request. Another letter was received on October 31, 2012 (the day of the hearing) by the adjacent property owner to the west stating they had no objection to the wall.

The Applicant has not met the provisions of the variance, as the hardship is self imposed.

#### SIDE SETBACK WAIVER

Since this property has greater than 75 feet of shoreline length at the NHWE, pursuant to Section 15-343 (b), the required side setback for the dock is 25 feet. The constructed dock is located 11.7 feet from the projected property line and requires a waiver to remain in this location.

Public Works stated they would not have an issue with the reduced side setback if the applicant completed a Hold Harmless and Indemnification Agreement. This Hold Harmless and Indemnification Agreement has been signed by Mark Schulting, and will be sent to the Board of County Commissioners for approval along with the decision of this request.

Pursuant to Section 15-343 (b), waivers from side setback requirements may be granted by the Environmental Protections Officer (EPO) if there is no objection to the waiver by the shoreline owner abutting the applicant's property line affected by the waiver; therefore this waiver request is administratively approved. No action is required by the Environmental Protection Commission.

There is currently an open enforcement case for this property. Mr. Schulting has paid an administrative penalty of \$200.00 to the Conservation Trust Fund for the construction of a dock without a permit. Removal of the wall and recordation of the Hold Harmless Agreement will close the enforcement case.

**RECOMMENDATION: Denial.** Based upon the evidence and testimony presented at the October 31, 2012 public hearing, the EPC made a recommendation to deny the request for after-the-fact variance to Orange County Code, Chapter 15, Article IX, Section 15-342(g) and remove the enclosure for the Schulting Dock Construction Permit BD-12-03-016.

Signature of EPC Chairman:		
5		
DATE EPC RECOMMENDATION RENDERED:	10/31/12	

#### ENVIRONMENTAL PROTECTION DIVISION PUBLIC HEARING REPORTS OCTOBER 31, 2012

#### MARK SCHULTING DOCK CONSTRUCTION VARIANCE REQUEST DISTRICT 4

The applicant, Mark Schulting, is requesting an after-the-fact variance to Section 15-342 (g), enclosed docks. The project site is located 632 Gatlin Avenue, Orlando, FL 32806 in Section 12, Township 23 South, Range 29 East. The Parcel ID is 12-23-29-3096-00-210. The subject property is located in Orange County Commission District 4.



October 31, 2012

TO: Environmental Protection Commission

Lunnif

FROM: Lori Cunniff, Deputy Director Community, Environmental and Development Service

SUBJECT: MARK SCHULTING AFTER-THE-FACT DOCK CONSTRUCTION VARIANCE REQUEST

#### **Reason For Public Hearing**

The applicant, Mark Schulting, is requesting an after-the-fact variance to Section 15-342 (g), enclosed docks.

#### Location of Property/Legal Description

The project site is located 632 Gatlin Avenue, Orlando, FL 32806 in Section 12, Township 23 South, Range 29 East, on Lake Gatlin. The Parcel ID is 12-23-29-3096-00-210. The subject property is located in Orange County Commission District 4.

#### Public Notifications

The applicant was notified of the hearing on October 11, 2012.

#### **History**

On September 15, 2011, EPD received an anonymous complaint that a boat dock was being improved by the property owner without a permit. EPD staff met with the property owner, Mr. Schulting, and informed him that an after-the-fact Dock Construction Permit would be required for the construction of his dock. The dock has one solid wall on the west side of the terminal platform, which technically meets the definition of an enclosed dock. Mr. Schulting was informed that he would have to apply for a variance in order to keep the partial enclosure. In addition, EPD informed Mr. Schulting that the dock was located within 25 feet of the projected property line and would require a waiver to side setback.

#### Staff Findings

On March 22, 2012, EPD received an Application to Construct a Dock with an Application for Variance to allow for the partial enclosure and an Application for Waiver for a reduced side setback. Pursuant to Orange County Code, Chapter 15, Article IX, Environmental Protection Division (EPD) staff has evaluated the proposed application and required documents.

October 31, 2012 Schulting Staff Report Page 2

#### ENCLOSED DOCK\_VARIANCE

Pursuant to Section 15-342 (g), enclosed docks are prohibited. Section 15-323 defines enclosed docks as "a dock which has any portion of its structure completely or partially enclosed with walls and/or doors."

Notification of the variance request was sent to all property owners within 300 feet of the property on April 4, 2012.

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."

The applicant has stated that the sun's UV rays have destroyed the sides of several of his boats. He has tried several ways to block the evening sun such as sun shades but they have all been destroyed by the high winds on the lake. The applicant has stated that it will have no effect on his neighbors. No objections were received by EPD for this variance request. One letter was received by Richard Swann (750 Gatlin Avenue) in support of the variance request.

The Applicant has not met the provisions of the variance, as the hardship is self imposed.

#### SIDE SETBACK WAIVER

Since this property has greater than 75 feet of shoreline length at the NHWE, pursuant to Section 15-343 (b), the required side setback for the dock is 25 feet. The constructed dock is located 11.7 feet from the projected property line and would require a waiver to remain in this location. The affected neighboring property is owned by Orange County and is used as a drainage easement.

On March 22, 2012, EPD received an Application for Waiver for side setback. Notification for the waiver was sent to Orange County Public Works on April 4, 2012. Public Works stated they would not have an issue with the reduced side setback if the applicant completed a Hold Harmless and Indemnification Agreement. On June 18, 2012, the applicant supplied EPD with a signed Hold Harmless and Indemnification Agreement which will have to be approved by the BCC.

Pursuant to Section 15-342 (b), waivers from side setback requirements may be granted by the Environmental Protections Officer (EPO) if there is no objection to the waiver by the shoreline owner abutting the applicant's property line affected by the waiver; therefore this waiver request is administratively approved. No action is required by the Environmental Protection Commission or Board of County Commissioners.

Included as attachments with this staff report are location map, waiver/variance request, site plans, and photos.

#### Enforcement Action

There is currently an open enforcement case for this property. Mr. Schulting did pay an administrative penalty of \$200.00 to the Conservation Trust Fund for the construction of a dock without a permit.

#### Staff Recommendation

The recommendation of the Environmental Protection Officer is to deny the after-the-fact variance request for the Schulting boat dock application, and request the wall is removed.

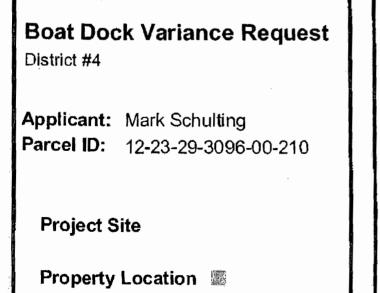
October 31, 2012 Schulting Staff Report Page 3

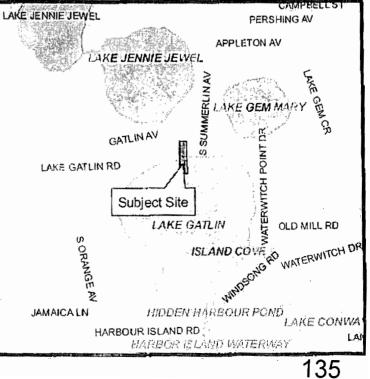
ACTION REQUESTED PURSUANT TO ORANGE COUNTY CODE, CHAPTER 15, ARTICLE IX, SECTION 15-350(b), DENY THE REQUEST FOR AFTER-THE-FACT VARIANCE TO ORANGE COUNTY CODE, CHAPTER 15, ARTICLE IX, SECTION 15-342(g) AND REMOVE THE ENCLOSURE FOR THE SCHULTING DOCK CONSTRUCTION PERMIT BD-12-03-016.

JR/NT/ERJ/LC:sv

# **Boat Dock Variance Request**







CraBB <sup>Q</sup> Coboy Correspondence Environmental Protection Division		For R.P.D. Staff Use Only Pornit #	Date Received 3-22- 12_ Receipt Na 2	048
		04/2009	APPLICATION FOR VARIANCE	\$ 830.5
		(Pursuant to	Orange County Code, Chapter 15, Article IX, Section 15-3	350(a)(1))
Mall or Deliver To:		e County Environmental crey Drive, Suite 4	Protection Division	

Deliver To:	800 Mercy Drive, Suite 4
	Orlando, Florida 32808
	(407) 836-1400, Fax (407) 836-1499

\*\*Enclose a check for \$397.00 payable to The Board of County Commissioners\*\*

I Mark V. Schutting on behalf of \_\_\_\_\_\_\_ (if applicable) pursuant to Orange County Code Chapter 15, Article IX, Section 15-350(a)(1) am requesting a variance to section \_\_\_\_\_\_\_ of the Orange County Dock Construction Ordinance.

1. Describe 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):

Living at this address for twelve plus year and having the Sun's uv rays destroying the sides of several boats. We have tried many ways to block the evening sun from destroying our boats. We have hung several different type of sun shades and all of them get destroyed by the high winds we experience coming off the take. We were finding high dollar shades tom apart and floating in the take. After several years and several boats, We decide to put up one wall blocking the western sun exposure. This corrected the issue. Now I find out that it is an issue. I would like you to please consider this variance, as it is not hurting anyone or has any environmental issues. 2. Describe the effect of the proposed variance on abutting shoreline owners:

This does not have any effect on my neighbors. Carol Schmitt my neighbor at 700 Gattin has no issues with it, My other neighbor is Orange County Road and Drainage, which I believe has no issues either.

#### Notice to the Applicant:

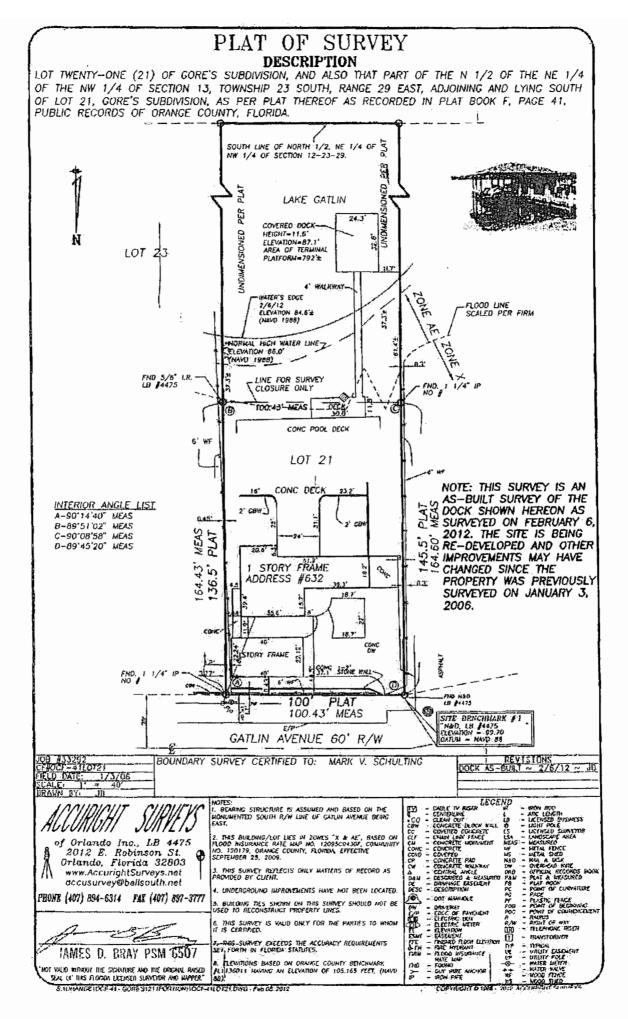
The environmental protection officer, environmental protection commission and the Board of County Commissioners may require additional information necessary to carry out the purposes of this article.

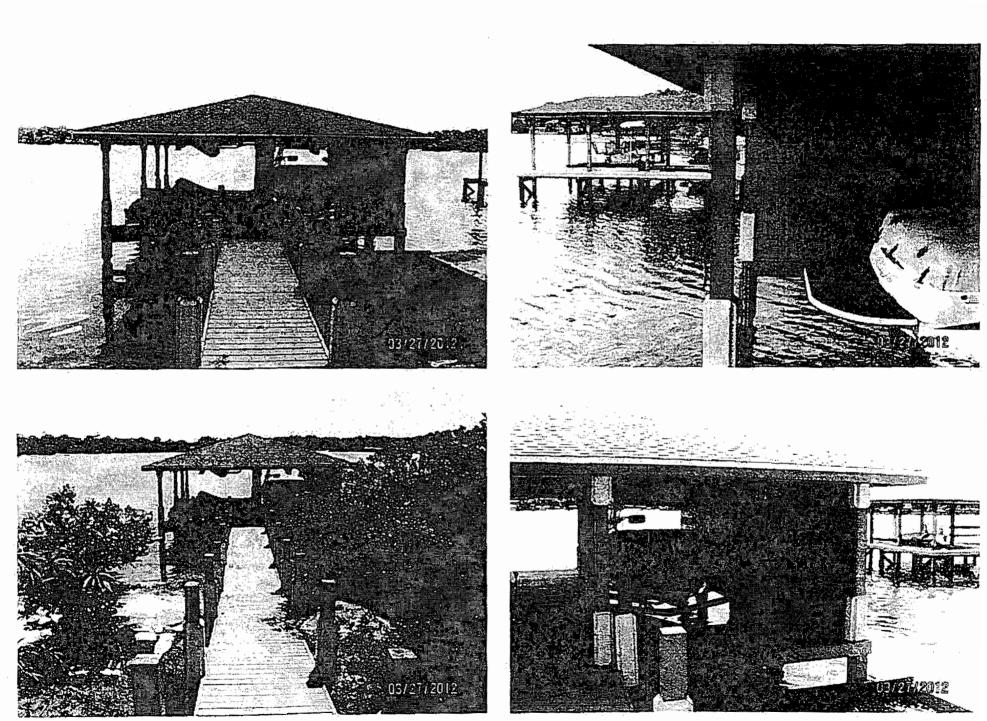
A variance application may receive an approval or approval with conditions when such variance: (1) would not be contrary to the public interest; (2) where, owing to special conditions, compliance with the provisions herein would impose an unrecessary hardship on the permit applicant; (3) that the hardship is not self-imposed; and (4) the granting of the variance would not be contrary to the intent and purpose of this article.

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

Name of Applicant:	Mark	V.	Schulling
--------------------	------	----	-----------

Signature of Applicant/Agent Curporate File (If applicance):	Azze		3/12/20	12 
	Page 1	of l		





I. CONSENT AGENDA COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT



# AGENDA ITEM

November 29, 2012

Interoffice Memorandum

TO:

Mayor Teresa Jacobs –AND– Board of County Commissioners

Jon V. Weiss, P.E. Director

FROM:

Community, Environmental and Development Services Department

CONTACT PERSON: Mitchell Glasser, Manager Housing and Community Development Division 407-836-5190

SUBJECT:

December 18, 2012 – Consent Item Subordination Agreement

TWC Ninety-Nine, Ltd., is the owner of Wentworth II Apartments, an affordable housing rental community located at 10112 Eastmar Commons Boulevard, Orlando, Florida. TWC Ninety-Nine, Ltd., is in the process of refinancing the project. The lender and the Department of Housing and Urban Development, guarantor of the loan, are requiring the county to subordinate its agreement to the new loan documents, which shall have a priority over the Declaration of the County Agreement, dated March 16, 1999.

The refinance of the existing mortgage will not alter the affordable housing restrictions originally placed on the property, which are in effect until 2025. The County Attorney's Office and the Housing and Community Development Division have reviewed the subordination agreement and recommend approval.

ACTION REQUESTED:

Approval of Subordination Agreement of Multi-Family Affordable Housing Developer's Agreement for Discounts of Impact Fees, Water Capital Charges and Wastewater Capital Charges between Orange County, Florida and TWC Ninety-Nine Ltd. to refinance Wentworth II Apartments. District 4

Attachments

JVW/MG/er

Prepared By and Return To: Hollie A. Croft, Esquire BROAD AND CASSEL 390 N. Orange Avenue, Suite 1400 Orlando, Florida 32801 (407) 839-4200

#### SUBORDINATION AGREEMENT OF MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT FOR DISCOUNTS OF IMPACT FEES, WATER CAPITAL CHARGES AND WASTEWATER CAPITAL CHARGES

THIS SUBORDINATION AGREEMENT is entered by Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter referred to as the "County") and TWC NINETY-NINE, LTD., ("Owner").

#### **RECITALS:**

A. Owner is the owner of certain real property located in the County of Orange, State of Florida, as more particularly described in <u>Exhibit A</u> attached hereto and made a part hereof (the "Real Property"), on which is constructed that certain rental apartment project known as Wentworth II Apartments (the "Project", and together with the Real Property, the "Property").

B. The Property is encumbered by that certain MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT FOR DISCOUNTS OF IMPACT FEES, WATER CAPITAL CHARGES AND WASTEWATER CAPITAL CHARGES (the "Declaration"). dated as of March 16, 1999 by and between the Owner, as owner of the Property, and the County, and recorded in OR Book 5728, Page 3084 of the Public Records of Orange County, Florida. The Declaration was entered into between Owner and the County in conjunction with the development of Wentworth II Apartments as an affordable housing community.

C. The Owner will be entering into a certain first lien mortgage loan (the "Loan") made by First Housing Development Corporation of Florida (the "Lender"), which loan will be evidenced and/or secured by that certain Mortgage Note dated on or after November 1, 2012, in an original principal amount not to exceed Nine Million Seven Hundred Twenty-Two Thousand and 00/100 Dollars (\$9,722,000.00) (the "Note"), that certain Mortgage of even date therewith and recorded prior hereto in the Public Records of Orange County, Florida (the "Mortgage"), and certain other instruments executed in connection with the Loan (the documents evidencing the Loan, including without limitation the Note and the Mortgage, shall be referred to hereinafter collectively as the "Loan Documents"), which Loan is guaranteed by the Secretary of Housing and Urban Development, Washington, D.C. (the "Secretary" or "HUD"). The Owner shall provide the Agency a copy of the Mortgage

#### promptly upon execution thereof.

D. As a condition to the Lender making the Loan and HUD guaranteeing the Loan, the Lender and HUD are requiring that the Mortgage and the HUD Regulatory Agreement executed in connection with the Loan, have a priority over the Declaration and that the Declaration is amended to include certain new provisions.

E. The Agency, as the holder of the Declaration, has agreed to subordinate the Declaration in all respects to the Loan Documents and to include the new provisions requested by HUD.

NOW THEREFORE, in consideration of the foregoing premises, the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, for themselves and for their respective successors and assigns, hereby agree, and to the extent necessary the Declaration is hereby amended, as follows:

1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

2. The Declaration (including, without limitation, the lien, encumbrance, charge, terms, provisions, restrictions, covenants, operation and effect thereof) is hereby fully subordinated to the Loan Documents (including, without limitation the liens, encumbrances, charges, terms, provisions, restrictions, covenants, operation and effect of the Loan Documents) and shall at all times hereafter be and remain inferior to the Loan Documents and any modifications, amendments or restatements of the Loan Documents.

3. Notwithstanding anything in the Declaration to the contrary, the provisions of the Declaration are subordinate in all respects to all applicable HUD mortgage insurance (and Section 8, if applicable) regulations and related administrative requirements. In the event of any conflict between the provisions of the Declaration and the provisions of any of the Loan Documents, applicable HUD regulations, or related HUD administrative requirements, the provisions of the Loan Documents, the HUD regulations and the related HUD administrative requirements shall control.

4. Enforcement of the provisions of the Declaration will not result in any claim against the Property or any part thereof, the proceeds of the Loan, any reserve or deposit required by the Lender or HUD in connection with the Loan, or the rents or other income from the Property other than Surplus Cash (as defined in the Loan Documents).

5. The Declaration (including, without limitation, the lien, encumbrance, charge, terms, provisions, restrictions, covenants, operation and effect thereof) will terminate (i) as of the date of the foreclosure sale, except that if a foreclosure sale occurs, the County shall be entitled to payout of part or all of its lien or encumbrance to the extent the foreclosure sale yields excess proceeds after priority lienors are paid, or (ii) upon a transfer of title by deed in lieu of foreclosure relating to all of the Loan Documents.

6. Failure of the Owner to comply with the terms, provisions, restrictions or covenants, of the Declaration will not serve as a basis for a default of any of the Loan Documents.

7. Any amendment after the date hereof to the Declaration shall require the prior written approval of the Secretary to be effective.

8. Any and all provisions in the Declaration requiring the Owner to take any action (or prohibiting the Owner from taking any action) is qualified and amended to except actions prohibited (or required) by HUD pursuant to the National Housing Act, applicable mortgage insurance regulations, the Loan Documents, or, if applicable, Section 8 of the U.S. Housing Act of 1937 and the regulations thereunder.

9. The Agency hereby grants to HUD the right to require the Agency to remove, void or amend the income restrictions and/or rental restrictions contained in the Declaration that exceed the requirements of Section 42 of the Internal Revenue Code, if any, upon a determination by HUD that the restrictions(s) is threatening the financial viability of the Property (i.e. impairing the Owner's ability to sustain a level of income sufficient to meet all financial obligations of the Property, including debt service costs, HUD-required escrows, and Property operating expenses). In the absence of the Agency's compliance with HUD's request that it remove, void or amend the restriction(s), the Agency expressly recognizes the power of HUD to take the appropriate action to unilaterally remove, void or amend the restriction(s) and that HUD shall not have to look any further than the Declaration, as amended hereby, for the power to remove, void or amend it.

10. Each of the parties hereto agree that upon request of any of the other parties it will execute such further written agreements, and take such further actions, to evidence and affirm any and all of their obligations and/or agreements under this Agreement as may be reasonably requested by the other parties, and further agree to enter into such further subordination instruments as may be mutually acceptable to them upon the request of a title insurance company in the event of any modification, amendment or restatement of any of the Loan Documents.

11. Each of the parties hereto represent and warrant to the other parties that it has full power, authority and authorization to execute this Agreement and to agree to its terms without the necessity of any consents, authorizations or approvals, or if such consents,

3

authorizations or approvals are required they have been obtained prior to the execution hereof.

12. The Declaration is hereby modified to include the terms of this Agreement. Except to the extent modified hereby, the Declaration shall remain in full force and effect.

13. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns and shall also inure to the benefit of the Lender and HUD and their successors and assigns.

14. This Agreement may not be modified except by an instrument in writing executed by each of the parties hereto.

15. Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceability had never been contained herein.

16. This Agreement shall be governed by all applicable federal laws and the laws of the state in which the Property is located.

17. This Agreement may be executed in any number of counterparts, all of which counterparts shall be construed together and shall constitute but one Agreement

4

[signatures contained on the following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

ORANGE COUNTY, FLORIDA

Board of County Commissioners BY:

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

Teresa Jacobs Orange County Mayor

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

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

Deputy Clerk

[signatures continued on the following page]

Print/Name

da Print Name: DIMM SPICER

"OWNER"

TWC NINETY-NINE, LTD., a Florida limited partnership

- By: TWC Ninety-Nine Partners, Ltd., a Florida limited partnership, its general partner
  - By: TWC Ninety-Nine, Inc., a Florida corporation, its general partner

B Carolyn M. Wilson President

## COUNTY OF Hilborough

The foregoing instrument was acknowledged before me this  $15^{th}$  day of <u>November</u>, 2012, by Carolyn M. Wilson as President of TWC Ninety-Nine, Inc., a Florida corporation, the general partner of TWC Ninety-Nine Partners, Ltd., a Florida limited partnership, the general partner of TWC Ninety-Nine, Ltd., a Florida limited partnership, on behalf of the partnership. She is personally known to me or has produced \_\_\_\_\_\_\_\_ as identification.

Notary Public ) My Commission Expires:\_\_\_\_\_ [SEAL]

NOTARY PUBLIC-STATE OF FLORIDA Else Goff Commission # EE065641 BONDED THRU ATLANTIC BONDENG CO, INC.

#### EXHIBIT A LEGAL DESCRIPTION

LOT 2, EASTMAR COMMONS PHASE TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGES 82 AND 83 , OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS AND EXCEPT THE CONSERVATION EASEMENT AND TRACT "A", ALL AS DEPICTED WITHIN SUCH PLAT BOOK 41, PAGES 82 AND 83, ALSO DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE JI EAST, ORANGE COUNTY, FLORIDA: THENCE RUN SOO 24'16 W ALONG THE EAST LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 A DISTANCE OF 230,01 FEET TO THE SOUTH BOUNDARY LINE OF A DRAINAGE EASDIENT AS RECORDED IN OFFICIAL RECORDS BOOK 3945 PAGE 741 OF THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING THENCE CONTINUE SOOZA'IG W ALONG THE EAST LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 A DISTANCE OF 26.16 FEET; THENCE \$5019'46'W 64.00 FEET; THENCE CONTINUE \$5019'46'W 30.43 FEET: THENCE \$42'40'50" 27.97 FEET; THENCE \$46'23'20" 23.35 FEET; THENCE \$73'39'57" 17.46 FEET; THENCE \$46'23'21" 36.38 FEET; THENCE \$7512'36"W 30.86 FEET; THENCE \$33'27'08"W 95.21 FEET; THENCE \$29'37'28"W 65.31 FEET; THENCE N84'05'44"W 142.87 FEET; THENCE S5529'10"W 253.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE FROM A RADIAL BEARING OF S5579'24 W RUN SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE 109.70 FEET THROUGH A CENTRAL ANGLE OF 125'42'25" TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 40.99 FEET AND A CENTRAL ANGLE OF 3319'25": THENOE RUN NESTERLY ALONG THE ARC OF SAID CURVE 23.84 FEET TO THE POINT OF TANGENCY, THENCE 557'52'24"W 159.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 447.33 FEET AND A CENTRAL ANGLE OF 1127'33" THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 89.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1250,00 FEET AND A CENTRAL ANGLE OF 04'05'02"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 83.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE RUN SOUTHINESTERLY ALONG THE ARC OF SAID CURVE 261.76 FEET THROUGH A CENTRAL ANGLE OF 29'59'42" TO A POINT; THENCE N4634'43" 100.00 FEET; THENCE N3273'43"E 533.66 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/3 OF THE SOUTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE NOOTI'SS"E ALONG THE WEST LINE OF THE AFOREMENTIONED NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 A DISTANCE OF 507.55 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29; THENCE N89'55'44"E ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 A DISTANCE OF 661.33 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF THE AFOREMENTIONED DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3945 PAGE 741 OF THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO LYING SEG 55'44 W 328.40 FEET FROM NORTHEAST CORNER OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, THE POINT OF COMMENCEMENT; THENCE S45'04'18'E ALONG THE SOUTHWESTERLY BOUNDARY OF SAID DRAINAGE EASEMENT 325.30 FEET: THENCE N89'55'44'E 96.48 FEET TO THE POINT OF BEGINNING



Interoffice Memorandum

I. CONSENT AGENDA PUBLIC WORKS DEPARTMENT

November 27, 2012

TO: Mayor Teresa Jacobs and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department

CONTACT PERSON: Ruby Dempsey Rozier, Manager GDP Traffic Engineering Division PHONE NUMBER: (407) 836-7890

SUBJ: Resolution and Agreement 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 Hiawassee Road in Lockhart

Submitted for approval and execution are a resolution and tripartite agreement among the Florida Department of Transportation, Florida Central Railroad Company, Inc. and Orange County for the installation of two pedestrian gates at the existing railroad crossing on Hiawassee Road in Lockhart. The improvements to be performed by Florida Central Railroad Company, Inc. will be funded by the Florida Department of Transportation at an estimated cost of \$59,268. Orange County agrees to pay one-half of the annual cost to maintain the railroad signals. The total annual maintenance cost of this project is currently scheduled at \$3,402.

Staff recommends approval and execution of the attached County Resolution and Railroad Reimbursement Agreement for traffic control improvements. This agreement has been approved in form by the County Attorney's Office and Risk Management Division.

Action Requested: Approval of State of Florida Department of Transportation County Resolution Grade Crossing Traffic Control Devices and Future Responsibility, Financial Project No. 43216015701, and State of Florida Department of Transportation Railroad Reimbursement Agreement Grade Crossing Traffic Control Devices – County, Financial Project No. 43216015701, among 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 Hiawassee Road in Lockhart. District 2.

#### MVM/RDR/ns

Attachments

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY RESOLUTION GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

725-090-55 RAIL 10/98

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43216015701	HIAWASSEE ROAD	ORANGE	175000-SIGG)	00\$5-049-J

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO.

ON MOTION OF Commissioner

seconded by Commissioner \_\_\_\_\_\_, the following RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on <u>HIAWASSEE ROAD</u>,

which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF ORANGE COUNTY, FLORIDA;

 That
 ORANGE
 County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the

 State of Florida Department of Transportation and the
 FLORIDA CENTRAL RAILROAD COMPANY, INC.

 Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Project

 Number
 432160-1-57-01

 on
 HIAWASSEE ROAD

Company at FDOT/AAR Crossing No. 916805=D located near LOCKHART

That the County assume its share of the costs for future maintenance and adjustment of said grade crossing control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Mayor and Clerk of the Board of Commissioners be authorized to enter Into such agreements with the <u>State of Florida Department of Transportation</u> and the <u>Florida Central Railroad Company, Inc.</u> as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Board	of County Commissioners of	ORANGE	
County, Florida, in regular session this	day of	, 2012	

Mayor of the Board of County Commissioners

ATTEST:

(SEAL)

Clerk of the Board of County Commissioners



Florida Department of Transportation

RICK SCOTT GOVERNOR

4200 S. John Young Parkway Orlando, FL 32839-9205

Manager, Traffic Engineering Division

November 9, 2012

Ms. Ruby Rozier

605 Suwannee Street Tallahassee, FL 32399-0450 ANANTH PRASAD, P.E. SECRETARY

ORANGE COUNTY

NOV 12 2012

### TRAFFIC ENGINEERING

Subject: Railroad Reimbursement Agreement-Grade Crossing Traffic Control Devices - County

and County Resolution FM No. 432160-1-57-01 Hiawassee Road City of Lockhart

RR Crossing No. 916805-D RR Milepost No. 5.34 Orange County

Dear Ruby,

Annually, the Department of Transportation assembles a District Diagnostic Safety Team to conduct on-site evaluations of railroad crossings that have been identified as potentially hazardous. Representatives from the Department's Safety and Rail Offices and Florida Central Railroad Company, Inc. evaluated the Hiawassee Road rail-highway grade crossing in Lockhart.

The purpose of this letter is to advise you that the safety improvements identified for this crossing have been included in the Department's Adopted Work Program. The installation of the recommended signal improvements will be at the Department's expense using Federal Safety Funds.

The Department proposes to install two pedestrian gates, due to increased pedestrian activity.

Enclosed are six (6) copies of the Department's standard Agreements and Resolutions for the above project. **Please return all six (6) executed copies of the Agreements and Resolutions** for further processing by the Department. A copy of the fully executed Agreement and Resolution will be returned to you once all parties have signed.

If you have any questions, please feel free to contact me.

Sincerely,

Jim Ganey District Railroad Coordinator 719 S. Woodland Blvd. – MS 3-562 DeLand, F1 32720-6834 386-943-5331

cc: Scott Allbritton - FDOT

www.dot.state.fl.us

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43216015701	HIAWASSEE ROAD	ORANGE	1(75000-SIGG)	OOS5-049-J
THIS AGREEMENT,	made and entered into this	day of		, 2013
by and between the STATE	OF FLORIDA DEPARTMEN	T OF TRANSPORT	ATION, hereinafter called t	he
DEPARTMENT, and FLORI	DA CENTRAL RAILROAD	COMPANY, INC.		
a corporation organized and	existing under the laws of F	LORIDA		
with its principal place of busi	iness in the City of PLYMO	UTH	, County of ORANG	έE,
State of FLORIDA	, hereinafter called	d the COMPANY; ar	ORANGE	
County, a Charter County and County Commissioners, hereir		ate of Florida, acting t	by and through its Board of	
	WIT	NESSETH:		
WHEREAS, the DEP	ARTMENT is constructing, r	econstructing or oth	erwise changing a portion	of the Public Road
System, designated by the Fi				
on HIAWASSEE ROAD			which crosses at grade the	e right of way and
tracks of the COMPANY'S Mi				
FDOT/AAR Crossing Number				
as shown on DEPARTMENT	S Plan Sheet No. 17881 &	, att	ached hereto as a part her	eof; and
NOW, THEREFORE,	in consideration of the mutu	ual undertakings as I	nerein set forth, the parties	hereto agree
as follows:				
1. The COMPA	NY shall furnish the necessa	ary materials and ins	stall Automatic Grade Cros	sing Signals
Type IV Class	and/or other tr	affic control devices	at said location on an actu	al cost basis
and in accordance with (1) the	e attached detailed stateme	nt of the work, plans	, and specifications; and (2	) the
DEPARTMENT'S Plans and S	Standard Index Number 178	82 attached hereto a	and made a part hereof.	
2. After installa	tion of said signals is compl	eted, fifty (50%) perc	cent of the expense thereo	f in maintaining the
same shall be borne by the C	COUNTY and fifty (50%) per	cent shall be borne l	by the COMPANY, as enur	nerated by the
Schedule of Annual Cost of A	Automatic Highway Grade C	rossing Devices atta	ached hereto and by this re	ference made a part
hereof and subject to future i	revision.			
3. After said sig	gnals have been installed an	d found to be in sati	sfactory working order by t	he parties hereto,
the same shall be immediate	ly put into service, operated	and maintained by t	the COMPANY so long as	said COMPANY or
its successors or assigns sha	all operate the said signals a	t said grade crossin	g; or until it is agreed betwo	een the parties

hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a)

DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

X (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 59,268.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

- 9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:
  - Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
  - (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
  - (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- □ (c) \$ 0.00 credited for □ betterment □ expired service life
   □ nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

18. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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 s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this

#### Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

23. The COMPANY covenants and agrees to that it will indemnify and hold harmless the DEPARTMENT and COUNTY and all of the DEPARTMENT'S and COUNTY'S officers, agents and employees from any claim, loss, damage, cost charge or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect and whether to any person or property to which the DEPARTMENT or COUNTY or said parties may be subject, except that neither the COMPANY nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT, the COUNTY or any of their respective officers, agents or employees.

#### 24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment

eligibility of all new employees hired by the COMPANY during the term of the contract; and

2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

27. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

28. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

29. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

30. Paragraph 23 was modified, prior to execution by all parties, at the request of Orange County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (TITLE: Director of Transportat	ion Operations )		
COMPANY: FLORIDA CENTRAL RA	ILROAD COMPANY, INC.		
BY:			
ORANGE	COUNTY , FLORIDA		
BY:	)	• •	
Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements	
BY: Attorney - DOT Date	BY: ENCUMBRANCE ATTACHED Comptroller - DOT Date	BY: <u>N/A</u> FHWA	Date

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

725-090-41 RAIL OGC - 03/12

FINAN	CIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
4	3216015701	HIAWASSEE ROAD	ORANGE	1(75000-SIGG)	OOS5 049 J
COMPA	NY NAME: <u>FLC</u>	DRIDA CENTRAL RAILROAI	D COMPANY, INC.		
A. FDO	T/AAR XING NO.: 9	16805-D	RRM	NLE POST TIE: 5.34	
b. type	E SIGNALS PROPOS	SED IV	CLASS	DOT INDEX:	17882
	H	SCHEDULE OF ANN IGHWAY GRADE CROSSI			
		Annual Maintenance (	Cost Exclusive of Ins	stallation	
CLASS		DESCRIPTION		COS	<u>T*</u>
1	I Flashing Signals - One Track			\$2,25	6.00
11	II Flashing Signals - Multiple Tracks			\$2,98	5.00
		Flashing Signals and Gates	s - One Track	\$3,40	2.00
IV		Flashing Signals and Gates	s - Multiple Tracks	\$4,272	2.00
V	3 or 4 Quadrant Flashing Signals and Gates - One Track			One Track \$6,720	6.00
VI		3 or 4 Quadrant Flashing S	ignals and Gates - I	Multiple Tracks \$8,442	2.00
		LORIDA ADMINISTRATIVE ublic Railroad-Highway Grad			
	EFFECTIVE DATE	· luly 22	1082		

EFFECTIVE DATE:	July 22, 1982
GENERAL AUTHORITY:	334.044, F.S.
SPECIFIC LAW IMPLEMENTED:	335.141, F.S.

\*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

#### FUNDS APPROVAL/REVIEWED FOR CONTRACT AQM00

#### Page 1 of 1

#### FUNDS APPROVAL/REVIEWED FOR CONTRACT AQM00

The.job.FI989NDR@mx20.myflorida.com Sent: Friday, March 30, 2012 7:10 AM To: Ganey, Jim

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

Contract #AQM00 Contract Type: Method of Procurement: Vendor Name: FLORIDA CENTRAL Vendor ID: VF581706789001 Beginning date of this Agmt: 03/26/12 Ending date of this Agmt: 12/31/22 ORG-CODE\*EO\*OBJECT\*AMOUNT\*FINPROJECT\*CFDA(FISCAL YEAR)\*BUDGETENTITY\*CATEGORY/CATYEARAMENDMENT ID\*SEQ.\*USERASSIGNED ID\*ENCLINE(6S)/STATUS \*\*\*\*\* Action: LOA Funds have been: APPROVED 
 55
 052000531 \*PT
 \*563014 \*
 59268.00 \*43216015701 \*127 \*

 2012
 \*55100100
 \*088808/12
 \*00 \* AGR-1 W001 \*0001/04 TOTAL AMOUNT: \*\$ 59,268.00 \* FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER DATE: 03/29/2012 Please provide us your feedback on the Contract Funds Management System. A survey is available at the following link:

http://cosharepoint.dot.state.fl.us/sites/OOC/FMO/CFM/default.aspx
under the Surveys tab.

Thank you in advance for your time!



P.O. Box 9127 Louisville, KY 40209

February 29, 2012

Mr. Pete Petree Vice President & General Manager Florida Central Railroad P.O. Box 967 Plymouth, Florida 32768

Subject: Revised Price Estimates for Three (3) Proposed Grade Crossing Signal Projects.

Dear Mr. Petree,

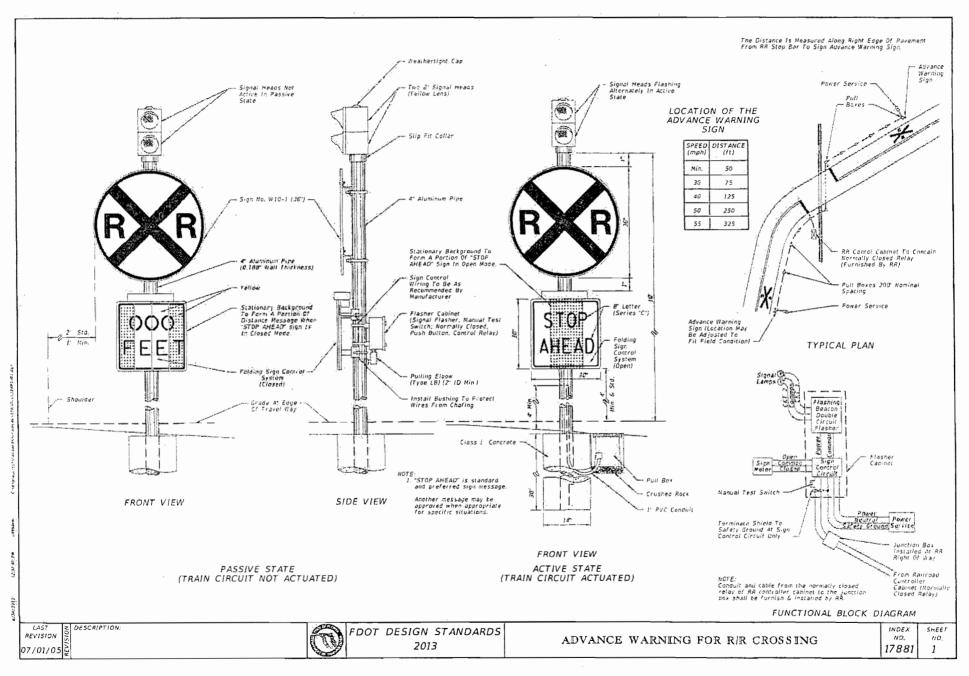
With reference to the above subject and my recent telephone conversations with your John Garcia and Jim Ganey of the Florida DOT, Progress Rail Services-Signal Division is pleased to re-quote in accordance to the railroads current signal standards as follows:.

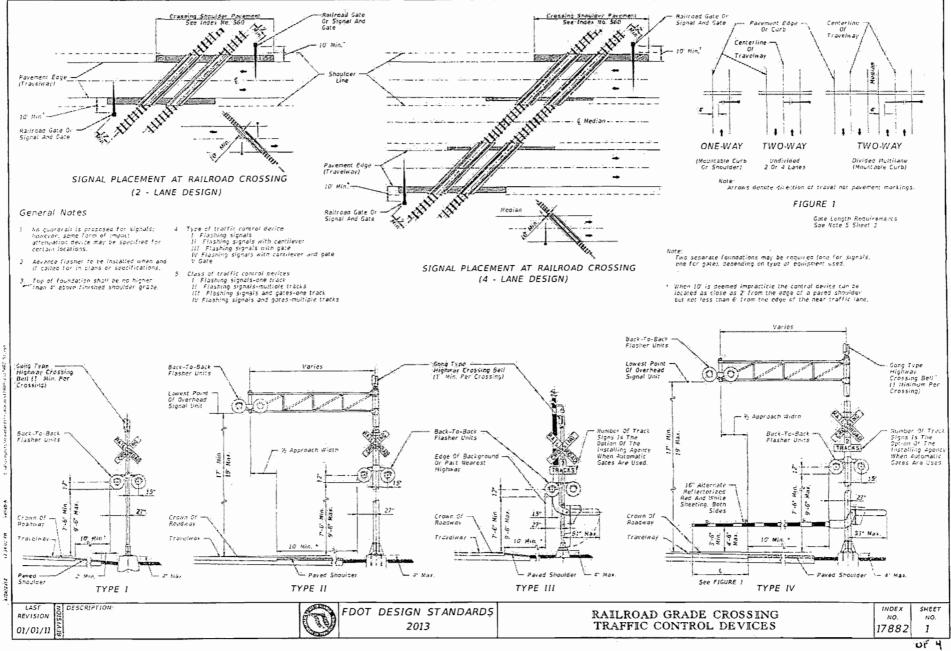
FC RR / Hiawassee Rd in Orange County, FL (DOT #916805D) @ \$59,268.00: Material, labor, expenses and equipment to install two pedestrian gates equipped with one-way 12" LED light units, crossing signs and pole mounted bells. Price includes upgrading the existing instrument shelter components to handle the additional load for the 2 pedestrian gates. Price based on using gate mechanisms retired from one of the other 8 crossings. Price includes the required signal cable which will run from the existing signals to the two pedestrian gates and the required plan revisions. Price based on reusing gate mechanisms retired from the other crossings which equates to a credit of \$11,622.00.

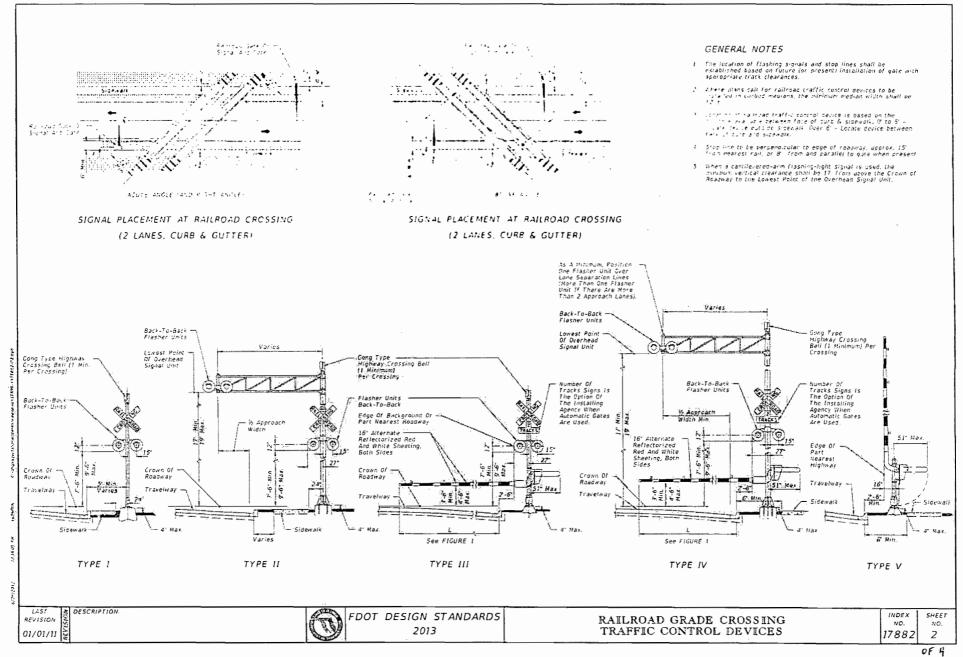
FC RR / Robinson Avenue in Orange County, Florida (DOT #625272R) @ \$149,500.00: Material, labor, expenses and equipment to install new flasher and gate type signals equipped with 12" LED light units and pole mounted bells. Price includes a new factory wired shelter using a PMD-3 for train detection equipment. Price includes all required field materials consisting of the cable, conduits, rail bonds, track connection kits, ac meter service and all other miscellaneous materials to complete the new signal system. Price includes the removal of the existing signal equipment.

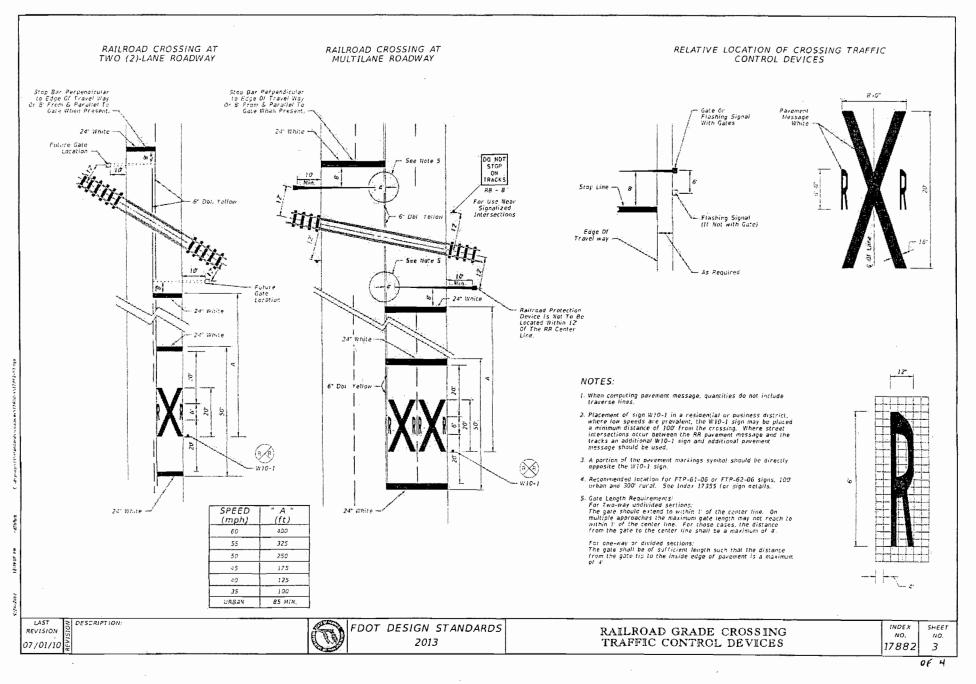
FC RR / Marvin C. Zanders Ave. in Orange County, FL (#625267U) \$149,861.00: Material, labor, expenses and equipment to install new flasher and gate type signals equipped with the existing 12" LED light units and new pole mounted bells. One signal equipped with one-way side lights and jury mast. Price based on reusing the existing PMD-3 currently in service. Price includes a new factory wired shelter using a PMD-3 for train detection equipment. Price includes all required field materials consisting of the cable, conduits, rail bonds, track connection kits, ac meter service and all other miscellaneous materials to complete the new signal system. The credit for reusing the existing PMD-3 equates to \$8,380.00.

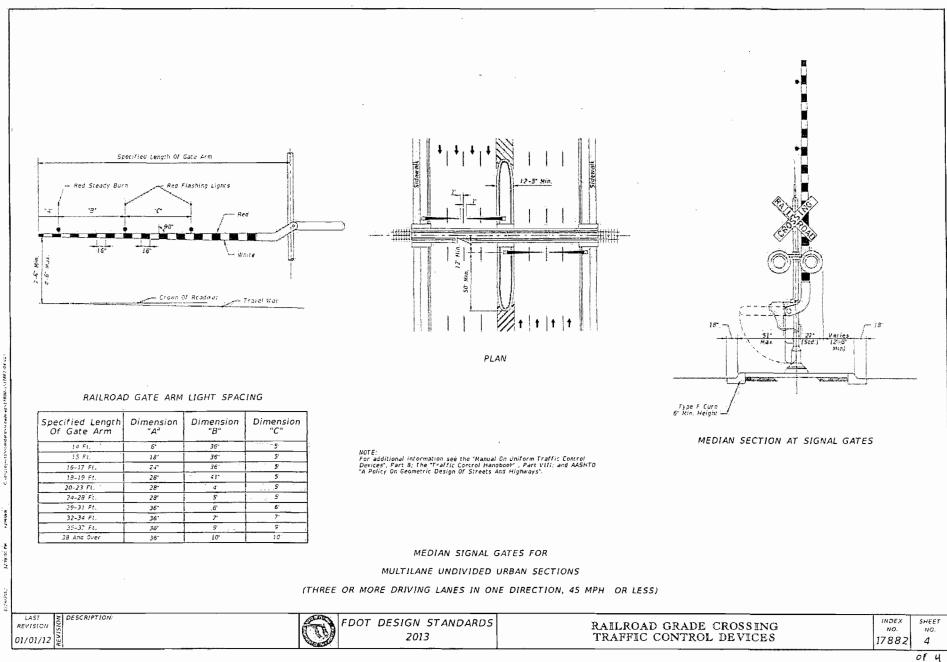
Crossing No: 916805D D 05 R	oad : Hiawassee Road	d County: O ;e Cit	y: Lockhart
	No.:	RR Company: FCEN	Near
Index 2011: 76.89 Rank 2009: 3711	No.:	Division Name: Tampa	Date: 6/20/11
	tude: 28.6322536	Subdivision Name: Groveland	RR Rep:
. 2008: 3786 Index 2008: 86.32	gitude: 81.4764547	Branch Name:	Tom Gerry Henry
Purpose:	•	RR Milepost: 5.34	Constant for the second second
Team Recommendations: FCR 9 priv	ide DELYE from Magu		Crossing Stats Year: 2011
2 ped gates + cable	V		
County for religit "primt, marking	<u> </u>		
Roadway Speed: 30	45	Min Train Speed: 5	
Crossing Angle: 60-90 deg		Max Train Speed: 25	
Traffic Count/AADT:		Day Thru / Switch: 2 /	
Truck %:		Night Thru / Switch: 0 /	
School Buses: 76		Passenger Train Count:	
Traffic Date:		Commuter Train Count:	
Thru Lanes: 4		Train Count Date:	
Aux Lanes: 0		Mainline Tracks: 1	
Traf Sgnl Preemp:		Other Line Tracks:	
Train Sgnl in Proximty to Xing?		Train Detection: Motion - DC/AFO	PMD-3
ENS (Y/N):		No trespass posted?:	
sbucks on Mast: 6		Flashing on Cant not over Traffic: 0	
Crossbucks on Cantilever: 0		Flashing on Cant over Traffic: 2	
Stop Sign: 0		Flashing Lights on Mast: 4	
Yield Signs (Y/N):		Gate Count: 4	
Other Sign:		4 Quad Gates (Y/N):	
# Other Signs:		Ped Gates(None/FLG):	
Advanced Warning (()N):	$\Box$ $WID-I$	LED Count: 0	
Side St. Adv Warning (Y/N):		8" Count: 0	
Hump Sign (Y/N):		12" Count: 0	
Pvmnt Marks:		Signal Mod Date:	
Bell Count: 2		Signal Maint Agency: New Field	
Surface Mod Date:		Surface Maint Agency: County	
Surface Type: Concrete		Sidewalk Thru Xing (Y/N):	
Surface Condition:		Sidewalk Present (Y/N):	
Approach:		Illuminated (Y/N): N	
Vehicle Reaction:		Distance mast to curb (4'9") or (2') sw	
Driver Reaction:		Distance mast to travelway (12'3")	
mmend Warning: CFL&G		If < 45mph, mast to travel (10')	
Conflicts: 120 per / day 95 se	, A	Lane width > 23' = cantilever	
- preservery crouge the		Mast to RR (15') or (12' exception)	
		Gate Tip to median (4')	













Interoffice Memorandum

I. CONSENT AGENDA PUBLIC WORKS DEPARTMENT 2

November 29, 2012

TO:

Mayor Teresa Jacobs and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

# CONTACT PERSON:Deodat Budhu, P.E., Manager<br/>Roads and Drainage DivisionPHONE NUMBER:(407) 836-7871

#### SUBJ: Project Addendum to Master Construction Agreement with CSX Transportation, Inc. for the Design of New Full-Width Concrete Grade Crossing Surface at CSX Railroad Crossing #643 870C on Chancellor Drive, with Authorization to Pay \$16,000 from Account #1002-072-5086-3197 for the Preliminary Engineering Design

On October 5, 2010, Orange County entered into a Master Construction Agreement with CSX Transportation, Inc. (CSXT) establishing the terms and conditions for all future Orange County initiated railroad projects. Therefore, as per the terms of this agreement, Orange County would be responsible for the repair or replacement of the crossing surface at the CSXT railroad tracks on Chancellor Drive. This crossing surface is in poor condition and needs to be brought to current standards as a new full-width concrete grade crossing surface.

Also, as per the agreement, Orange County is submitting the attached Project Addendum to Master Agreement to CSXT for a preliminary engineering design of a new full-width concrete grade crossing surface. The cost of the preliminary engineering design is \$16,000 and funds are available in Account #1002-072-5086-3197.

Action Requested:

Approval of Project Addendum to Master Agreement between CSX Transportation, Inc. and Orange County for the design of a new full-width concrete grade crossing surface at CSX Railroad Crossing #643 870C on Chancellor Drive, with authorization to pay \$16,000 from Account #1002-072-5086-3197 for the preliminary engineering design. District 6.

DG/jo

Attachment

#### **PROJECT ADDENDUM**

#### ТО

#### MASTER AGREEMENT

<u>Project</u>: Orlando, Orange County, Fl Rebuild Grade Crossing Surface, Chancellor Drive N. (North of Sand Lake Road) at CSXT Milepost A-797.17, DOT #643 870 C

CSX OP# (To Be Determined)

This Project Addendum ("Addendum") is entered into as of , 2012 by and between CSX Transportation, Inc., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT") and Orange County, a charter county and political subdivision of the State of Florida ("County").

#### EXPLANATORY STATEMENT

- A. CSXT and County entered into a Master Agreement dated October 5, 2010 for use when a County initiated highway or utility project passes over, under, adjacent to, or at grade with CSXT's railroad facilities (collectively, the "Projects", individually a "Project").
- B. In addition to the covenants contained in the Master Agreement, it is the purpose of this Addendum to provide for the specific Project descriptions, obligations, and responsibilities of the parties.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree and covenant as follows:

- 1. The specific Project information is as follows:
  - Project Identification:
  - Route: Chancellor Drive N (North of Sand Lake Rd.) City: Orlando County: Orange

CSXT Milepost: A-797.17 DOT/AAR No.: 643 870C County Project No.:

- Description of the Project: Rebuild Grade Crossing Surface
- Category of CSXT Work and Estimated Reimbursable Costs:

☑ Preliminary Engineering: \$ 16,000

#### 2. Allocation of Work:

- CSXT. Work to be done by CSXT (at sole cost and expense of County) and date(s) for completion:
- County. Work to be done by County, and date(s) for completion:
- 3. This Addendum shall be binding upon the patties hereto, their successors, or assigns and all portions of the Master Agreement not specifically changed by this Addendum remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in duplicate, each by its duly authorized officers as of the date of this Addendum.

Witness as to CSXT:	CSX TRANSPORTATION, INC.
	By:
Witness	Print Name:
	Assistant Chief Engineer Public Projects

Notary Public

(Corporate Seal)

I attest to the genuincness of the Corporate Seal, and I further attest that the above named officer is duly authorized to execute this document.

Attest:		
By:	 ·	
As its:	 	

#### 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



Interoffice Memorandun

I. CONSENT AGENDA PUBLIC WORKS DEPARTMENT 3

November 29, 2012

TO: Mayor Teresa Jacobs and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON:Deodat Budhu, P.E., Manager<br/>Roads and Drainage DivisionPHONE NUMBER:(407) 836-7871

SUBJ: Project Addendum to Master Construction Agreement with CSX Transportation, Inc. for the Design of New Full-Width Concrete Grade Crossing Surface at CSX Railroad Crossing #622 332M on Dividend Drive, with Authorization to Pay \$16,000 from Account #1002-072-5086-3197 for the Preliminary Engineering Design

On October 5, 2010, Orange County entered into a Master Construction Agreement with CSX Transportation, Inc. (CSXT) establishing the terms and conditions for all future Orange County initiated railroad projects. Therefore, as per the terms of this agreement, Orange County would be responsible for the repair or replacement of the crossing surface at the CSXT railroad tracks on Dividend Drive. This crossing surface is in poor condition and needs to be brought to current standards as a new full-width concrete grade crossing surface.

Also, as per the agreement, Orange County is submitting the attached Project Addendum to Master Agreement to CSXT for a preliminary engineering design of a new full-width concrete grade crossing surface. The cost of the preliminary engineering design is \$16,000 and funds are available in Account #1002-072-5086-3197.

Action Requested:

Approval of Project Addendum to Master Agreement between CSX Transportation, Inc. and Orange County for the design of a new full-width concrete grade crossing surface at CSX Railroad Crossing #622 332M on Dividend Drive, with authorization to pay \$16,000 from Account #1002-072-5086-3197 for the preliminary engineering design. District 6.

DG/jo

Attachment

#### **PROJECT ADDENDUM**

#### TO

#### MASTER AGREEMENT

Project: Orlando, Orange County, FL Rebuild Grade Crossing Surface, Dividend Drive at CSXT Milepost A-797.17, DOT # 622 332 M

CSX OP# (To Be Determined)

This Project Addendum ("Addendum") is entered into as of , 2012 by and between CSX Transportation, Inc., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT") and Orange County, a charter county and political subdivision of the State of Florida ("County").

#### EXPLANATORY STATEMENT

- A. CSXT and County entered into a Master Agreement dated October 5, 2010 for use when a County initiated highway or utility project passes over, under, adjacent to, or at grade with CSXT's railroad facilities (collectively, the "Projects", individually a "Project").
- B. In addition to the covenants contained in the Master Agreement, it is the purpose of this Addendum to provide for the specific Project descriptions, obligations, and responsibilities of the parties.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree and covenant as follows:

- 1. The specific Project information is as follows:
  - Project Identification: Route: Dividend Drive City: Orlando County: Orange County

CSXT Milepost: A 797.17 DOT/AAR No: 622 332 M County Project No.:

- Description of the Project: Rebuild Grade Crossing Surface
- Category of CSXT Work and Estimated Reimbursable Costs:

☑ Preliminary Engineering: \$ 16,000

- 2. Allocation of Work:
  - CSXT. Work to be done by CSXT (at sole cost and expense of County) and date(s) for completion:
  - County. Work to be done by County, and date(s) for completion:

3. This Addendum shall be binding upon the patties hereto, their successors, or assigns and all portions of the Master Agreement not specifically changed by this Addendum remain in full force and effect.

\* \* \* \* \* \* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in duplicate, each by its duly authorized officers as of the date of this Addendum. Witness as to CSXT: CSX TRANSPORTATION, INC.

witness as to USAT:	COA IKANSPURIAIN
	By:
Witness	Print Name:

Assistant Chief Engineer Public Projects

Notary Public

(Corporate Seal)

l attest to the genuineness of the Corporate Seal, and I further attest that the above named officer is duly authorized to execute this document.

Attest:			
Ву:			
As its:	 		

#### **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:		 	
Dep	outy Clerk		



#### Interoffice Memorandun

I. CONSENT AGENDA PUBLIC WORKS DEPARTMENT 4

November 29, 2012

TO: Mayor Teresa Jacobs and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: Deodat Budhu, P.E., Manager Roads and Drainage Division PHONE NUMBER: (407) 836-7871

SUBJ: Project Addendum to Master Construction Agreement with CSX Transportation, Inc. for the Design of New Full-Width Concrete Grade Crossing Surface at CSX Railroad Crossing # 622 322G on Orange Avenue, north of Landstreet Road, with Authorization to Pay \$16,000 from Account #1002-072-5086-3197 for the Preliminary Engineering Design

On October 5, 2010, Orange County entered into a Master Construction Agreement with CSX Transportation, Inc. (CSXT) establishing the terms and conditions for all future Orange County initiated railroad projects. Therefore, as per the terms of this agreement, Orange County would be responsible for the repair or replacement of the crossing surface at the CSXT railroad tracks on Orange Avenue. This crossing surface is in poor condition and needs to be brought to current standards as a new full-width concrete grade crossing surface.

Also, as per the agreement, Orange County is submitting the attached Project Addendum to Master Agreement to CSXT for a preliminary engineering design of a new full-width concrete grade crossing surface. The cost of the preliminary engineering design is \$16,000 and funds are available in Account #1002-072-5086-3197.

Action Requested: Approval of Project Addendum to Master Agreement between CSX Transportation, Inc. and Orange County for the design of a new full-width concrete grade crossing surface at CSX Railroad Crossing #622 322G on Orange Avenue, north of Landstreet Road, with authorization to pay \$16,000 from Account #1002-072-5086-3197 for the preliminary engineering design. District 4.

DG/jo

Attachment

#### **PROJECT ADDENDUM**

#### то

#### **MASTER AGREEMENT**

Project: Orlando, Orange County, FL Rebuild Grade Crossing Surface, Orange Avenue (North of Landstreet Road) at CSXT Milepost A-797.00, DOT #622 322 G

CSX OP# (To Be Determined)

This Project Addendum ("Addendum") is entered into as of , 2012 by and between CSX Transportation, Inc., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT") and Orange County, a charter county and political subdivision of the State of Florida ("County").

#### **EXPLANATORY STATEMENT**

- A. CSXT and County entered into a Master Agreement dated October 5, 2010 for use when a County initiated highway or utility project passes over, under, adjacent to, or at grade with CSXT's railroad facilities (collectively, the "Projects", individually a "Project").
- B. In addition to the covenants contained in the Master Agreement, it is the purpose of this Addendum to provide for the specific Project descriptions, obligations, and responsibilities of the parties.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree and covenant as follows:

- 1. The specific Project information is as follows:
  - Project Identification: Route: Orange Avenue (North of Landstreet Road) City: Orlando County: Orange County

CSXT Milepost: 797.00 DOT/AAR No: 622 322 G County Project No.:

- Description of the Project: Rebuild Grade Crossing Surface
- Category of CSXT Work and Estimated Reimbursable Costs:

☑ Preliminary Engineering: \$ 16,000

- 2. Allocation of Work:
  - CSXT. Work to be done by CSXT (at sole cost and expense of County) and date(s) for completion:
  - County. Work to be done by County, and date(s) for completion:

3. This Addendum shall be binding upon the patties hereto, their successors, or assigns and all portions of the Master Agreement not specifically changed by this Addendum remain in full force and effect.

\* \* \* \* \* \* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in duplicate, each by its duly authorized officers as of the date of this Addendum. Witness as to CSXT: CSX TRANSPORTATION, INC.

By:
Print Name:
Assistant Chief Engineer Public Projects

Notary Public

(Corporate Seal)

I attest to the genuineness of the Corporate Seal, and I further attest that the above named officer is duly authorized to execute this document.

Attest:	
By:	
As its:	_

#### **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 II. INFORMATIONAL ITEMS COUNTY COMPTROLLER

"PTHOL"

#### **OFFICE OF THE COMPTROLLER**

#### ORANGE COUNTY FLORIDA

MARTHA O. HAYNIE, CPA County Comptroller 201 South Rosalind Avenue Post Office Box 38 Orlando, Florida 32802 Telephone: 407-836-5690 Fax: 407-836-5599 Website www.occompt.com

#### COUNTY COMMISSION AGENDA Tuesday, December 18, 2012

#### COUNTY COMPTROLLER

#### Informational only – No Board action required

Receipt of the following item to file for the record:

a. City of Winter Park Ordinance <u>2869-12</u>, An Ordinance of the City of Winter Park, Florida annexing approximately 51+- acres of real property referred to as Ravaudage or home acres; generally located in that pocket of unincorporated Orange County area bordered by Lee Road to the south, Orlando Avenue to the east; Monroe Avenue to the north and Bennett Avenue to the west; providing for the amendment of the City of Winter Park's Charter, Article I, Section 1.02, corporate boundaries to provide for the incorporation of the real property annexed hereby into the municipal boundaries; providing for the filing of the revised charter with the Department of State; providing for repeal of prior inconsistent ordinances and resolutions; providing for severability; and providing for an effective date.

Items filed for the record can be accessed at <u>www.occompt.com</u>. Then navigate to Clerk of the BCC.



AGENDA DEVELOPME 301 South Rosalind Avenue • Reply 407-836-5426 • Fax: 407-836-2899 • III. DISCUSSION AGENDA COUNTY ADMINISTRATOR

 $02 \cdot 1393$ 

December 4, 2012

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

FROM:

Cheryl J. Gillespie, Supervisor

#### SUBJECT: Nomination for Library Board of Trustees DISCUSSION AGENDA ITEM DECEMBER 18, 2012

The Orange County Library Board of Trustees ("Library Board") is authorized by Chapter 80-555, Laws of Florida (codified and reenacted at Chapter 99-486, Laws of Florida). The Library Board consists of five members, two of whom are nominees of the City of Orlando and three of whom are nominees of Orange County. Appointments to the Library Board are made by the Library District Governing Board ("Governing Board"). The Governing Board is composed of the Board of County Commissioners and one member appointed by the Orlando City Council.

The term of one of the Orange County representatives, Mr. Richard Maladecki, will expire December 31, 2012. He has served one term and has expressed interest in continuing to serve for a second term. The term is effective December 18, 2012 and expires December 31, 2016.

Attached is a list of the current members of the Library Board that indicates the districts in which the members reside, the categories in which they are serving, and the expiration of their terms. I have also attached for your review a list of all of the applications on file for the Library Board.

Once a nomination had been secured as the Board of County Commissioners, the Board will convene as the Governing Board to make the appointment.

Please let me know if you require further information.

#### ACTION REQUESTED OF THE BCC:

Nomination Maladecki for of Richard reappointment Orange County as an representative on the Orange County Library Board of Trustees or nomination of an individual to succeed him with a term effective December 2012 18. and expiring December 31, 2016.

Attachments

# LIBRARY BOARD OF TRUSTEES - CURRENT MEMBERS

	ORIGINAL APPOINTMENT	TERM <u>EXPIRES</u>	RACE	<u>SEX</u>	DISTRICT
Orange County					
Lisa Franchina	1/10/12	12/31/15	W	F	4
Lucas Boyce	1/25/11	12/31/14	В	М	2
Richard Maladecki	1/1/09	12/31/12	W	Μ	1
City of Orlando					
Dr. Guy R. Houk	12/4/07	12/31/13	W	М	3
Ted Maines	7/8/08	12/31/15	W	М	3

# LIBRARY BOARD OF TRUSTEES – APPLICANTS

APPLICANT	OCCUPATION	RACE	<u>SEX</u>	DISTRICT
Sharlene Dewitz	Just 1 Book Inc./ President	W	F	4
Elisha Gonzalez Bonnewitz	Valencia College/ Executive Director (Note: Ms. Gonzalez Bonnewitz is currently serving on the Children and Family Services Board)	Н	F	5
Nicole Lovelady	Not Listed	W	F	2
Denise Mose	Simply D Perfume/ President	В	F	2
Kathleen Parsons	Retired	W	F	4



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

)2-1393

December 4, 2012

- TO: Mayor Teresa Jacobs -AND-Board of County Commissioners
- FROM: Cheryl J. Gillespie, Supervisor
- SUBJECT: Appointment to Library Board of Trustees DISCUSSION AGENDA ITEM DECEMBER 18, 2012

On Tuesday, December 18, 2012, you will be asked to adjourn as the Board of County Commissioners and reconvene as the Library District Governing Board for the purpose of considering the nomination secured in the previous discussion item while sitting as the Board of County Commissioners.

Please let me know if you require further information.

ACTION REQUESTED OF THE GOVERNING BOARD:

Appointment of an Orange County representative to the Library Board of Trustees with a term effective December 18, 2012 and expiring December 31, 2016.

cc: Deborah D. Girard, Deputy Chief Administrative Officer, City of Orlando



AGENDA DEVELOPM 201 South Rosalind Avenue • Rep 407-836-5426 • Fux: 407-836-2899

3802-1393

December 4, 2012

TO:

Mayor Teresa Jacobs -AND-Board of County Commissioners

FROM: Cheryl J. Gillespie, Supervisor Agenda Development Office

SUBJECT: Appointments to the Code Enforcement Board DISCUSSION AGENDA ITEM DECEMBER 18, 2012

The terms of two of the members of the Code Enforcement Board (CEB), Jean R. Sandor and Phillip C. Hollis, will expire on December 31, 2012. Ms. Sandor serves in the business representative category and Mr. Hollis serves in the engineer category. Both Ms. Sandor and Mr. Hollis wish to continue serving. Appointments to the CEB are made based on nominations by the County Mayor and the County Commissioners.

The enabling legislation for the CEB stipulates that "the members shall be appointed on the basis of experience or interest in the fields of zoning and building control and shall, whenever possible, include: 1) an architect; 2) a businessman; 3) an engineer/surveyor; 4) a general contractor; 5) a subcontractor; and 6) a licensed real estate broker or licensed real estate salesman." In addition, the Board enacted legislation in 1993 concerning the makeup of the CEB that further provided that "subject to the preceding requirements for inclusion of certain professional specialties on the code enforcement board, each district of the county shall be represented by at least one member." The subcontractor category is currently not in use, and District 1 is not currently represented on the board. The terms are effective January 1, 2013 and are for three years.

Attached is a list of the current members of the CEB that indicates the districts in which the members reside, the categories in which they were appointed, and the expiration of their terms. I have also attached for your review a list of all applications on file for appointment to this board.

Please let me know if you require further information.

ACTION REQUESTED:

Reappointment of Jean R. Sandor and Phillip C. Hollis to the Code Enforcement Board with terms expiring December 31, 2015 or nomination and appointment of individual(s) to succeed them.

Attachments

# CODE ENFORCEMENT BOARD - CURRENT MEMBERS

	ORIGINAL <u>APPOINTMENT</u>	TERM EXPIRES	RACE	<u>SEX</u>	DISTRICT
<u>Business</u>					
Ronald Hill	1/10/12	12/31/13	W	М	5
Lyndell L. Mims	5/10/05	12/31/14	В	F	6
<u>Real Estate Broker/Salesman</u>					
Richard Furman	3/8/08	12/31/14	W	М	5
Jean R. Sandor	11/28/06	12/31/12	н	F	5
<u>Subcontractor</u> (not used)					
Engineer					
Phillip C. Hollis	5/23/00	12/31/12	W	М	2
Architect					
Rick Mellin	1/11/05	12/31/13	W	Μ	5
General Contractor					
Juan F. Velez	1/12/10	12/31/14	Н	Μ	3

# CODE ENFORCEMENT BOARD - APPLICANTS

APPLICANT	OCCUPATION	RACE	<u>SEX</u>	DISTRICT
Asima M. Azam	Divine & Estes, P.A./Attorney	А	F	5
David Birko	Global Communication Solutions, Inc./President	W	Μ	2
Francisco Colon, Jr.	Law Office of Francisco Colon, Jr./ Attorney	Н	М	3
Carmen Duclos	Unemployed	Н	F	4
Pinkie Freeman	Retired	В	F	2
Dennis Last	Superior Onsite Security Systems, Inc./Director of Operations (Currently serves on the Orange County Citizens Corps Council)	W	Μ	4
Nicole V. McLaren	Law Offices of Nicole V. McLaren, PLLC/Attorney	В	F	3
John Mitchell	Mitchell Law/Senior Partner (Currently serves on the Lake Killarney Advisory Board)	Other	М	5
Alexis Preisser	Bowyer-Singleton & Associates, Inc./Manager of Environmental Services	W	F	5
Patricia Rumph	Weaver for Women, Inc./CEO (Currently serves on the Affordable Housing Advisory Board and the Community Development Advisory Board)	В	F	2
Alexander Smith	Dr. Phillips High School/Agricultural Instructor	В	М	2
David Streep	Central Music/Regional Manager	W	М	5
Brikena Tomasic	Tomasic Law P.L./Managing Member (Currently serves on the Nuisance Abatement Board)	W	F	5
Reinaldo Vazquez	Unemployed (Currently serves on the Disability Advisory Board)	Н	Μ	3
				186

186

ORANGE COUNTY GOVERNMENT Interoffice Memorandum

III. DISCUSSION AGENDA ADMINISTRATIVE SERVICES DEPARTMENT

November 26, 2012

TO:

Mayor Teresa Jacobs and the Board of County Commissioners

- FROM: Appnny Richardson, Manager, Purchasing and Contracts Division
- CONTACT: Charles Welch, Senior Human Resources Advisor Fire Rescue Department 407-836-9130
- SUBJECT: Consultant Selection, Request for Proposals Y13-110-GJ, Development and Administration of Promotional Assessment Process for Multiple Positions within the Fire Rescue Department

## RECOMMENDATION:

Selection of one Consultant and two ranked alternates to provide the Development and Administration of Promotional Assessment Process for Multiple Positions within the Fire Rescue Department, Request for Proposals Y13-110-GJ, from the following firms listed alphabetically for a thirty-six (36) month term contract. Further request the Board authorize the Purchasing and Contracts Division to negotiate and award the contract within a budget of \$465,000. Also request authorization of the Purchasing and Contracts Division to renew the contract for two additional 1-year terms. This is an estimated contract amount and the usage is uncertain. However, the Fire Rescue Department anticipates the entire estimated contract amount will be ordered during the contract term.

Booth Research Group Ergometrics and Applied Personnel Research, Inc. I/O Solutions, Inc. Morris & McDaniel, Inc.

The proposals were evaluated by the Procurement Committee on November 14, 2012. Commissioner Jennifer Thompson was assigned to this Procurement Committee.

### PURPOSE:

The consultant will develop and administer promotional assessment processes for driver engineers, lieutenants, captains, and battalion chiefs on an as-needed basis. The goal is to produce a content-valid assessment process to determine an eligible list of candidates who are highly qualified and diverse with regards to gender and ethnicity for each rank. Page 2 of 2 RFP Y13-110-GJ Development and Administration of Promotional Assessment Process for Multiple Positions within the Fire Rescue Department

#### DISCUSSION:

Four proposals were received in response to the RFP. The proposals were evaluated by the Procurement Committee in accordance with the criteria set forth in the RFP. Consensus scores from the Procurement Committee's evaluation for the selected firms are attached.

RFP Y13-110-GJ, DEVELOPMENT AND ADMINISTRATION OF PROMOTIONAL ASSESSMENT PROCESS FOR MULTIPLE POSITIONS WITHIN THE FIRE RESCUE DEPARTMENT		LIFICATION F STAFF	QUALIFI OF F				M/V	VBE	LOC	ATION		EE POSAL		FARE	SERVICE DISABLED VETERANS HIRES	TOTAL
WEIGHT		25	1	Q		5	1	0		10		30		1		×.
	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	SCORE (5 TO 10)	
VENDOR NAME										1						
MORRIS & McDANIEL, INC.	5	125	5	50	5	75	3	30	0	0	0	103	0	0	0	383
BOOTH RESEARCH GROUP, INC.	3	75	3	30	2	30	3	30	2	20	0	. 150	0	0	0	335
I/O SOLUTIONS, INC.	4	100	. 4	40	3	45	3	30	0	0	0	116	0	0	0	331
ERGOMETRICS AND APPLIED PERSONNEL RESEARCH, INC.	3	75	4	40	4	60	3	30	0	0	0	120	0	0	0	325



**Interoffice Memorandum** 

November 8, 2012

- To: Gale Johnson, Senior Purchasing Agent Purchasing and Contracts Division
- FROM: Kesi Warren, Senior Contract Administrator Business Development Division
- SUBJ: RFP #Y13-110-GJ, Development and Administration of Promotional Assessment Process for Multiple Positions within the Fire Rescue Department

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.	Morris & McDaniel, Inc.		3 Points
WF	Associate Staffing and Placement,	17%	
	Inc.		
	Total MWBE Participation:	17%	
	EEO Staff	54%	
Bonus	2		•
Points			
	Service-Disabled Veterans	0	
	Welfare Recipients:	0	

2.	I/O Solutions, Inc.		3 Points
None	0%		
	Total MWBE Participation:	0%	
	EEO Staff	72%	
Bonus			
Points			
	Service-Disabled Veterans	0	
	Welfare Recipients:	0	

3.	Booth Research Group, Inc.		3 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	50%	
Bonus Points			
	Service-Disabled Veterans	0	
	Welfare Recipients:	0	

4.	Ergometrics & Applied Personnel Research, Inc.		3 Points
None	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	47%	
Bonus			<u></u>
Points			
	Service-Disabled Veterans	0	
	Welfare Recipients:	0	

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Orange County Government 

Board of County Commissioners 

201 South Rosalind Avenue County Commission Chambers 

1st Floor 

County Administration Center www.OrangeCountyFL.net

## Addendum #1 to the December 18, 2012 Agenda

## III. DISCUSSION AGENDA

## A. 1. through B. 1. – See December 18, 2012 Agenda.

### B. ADMINISTRATIVE SERVICES DEPARTMENT

2. Approval of Memorandum of Understanding between Orange County, Florida and Convention Hotel Partners, LTD. regarding a pedestrian bridge at the West Concourse of the Convention Center. (Backup attached)



Interoffice Memorandum

December 14, 2012

- TO: Mayor Teresa Jacobs and the Board of County Commissioners
- FROM: John D. Terwilliger, Director Administrative Services Department Contact: (407) 836-7396
- SUBJECT: Discussion Agenda December 18, 2012 Rosen Plaza Bridge MOU

As you will recall, at the December 11, 2012, Board of County Commissioners meeting, the Board instructed staff to negotiate a Memorandum of Understanding (MOU) with Convention Hotel Partners, LTD (Rosen Hotels) for a bridge connecting Rosen Plaza with the West Concourse of the Orange County Convention Center (OCCC) under the following conditions:

- the County has the right to approve the design of the bridge;
- the bridge would be taken down if the parcel of County land it crosses is being actively developed and the developer wants the bridge removed or a bridge consistent with the County's master plan bridge system is completed with a connectivity node practical for a connection to the Rosen Plaza Hotel that will allow pedestrian access to the OCCC;
- the decision on whether removal is required or not would be made by the Board at the time that the master plan of a bridge system is approved;
- Rosen Hotels is required to provide a demolition bond for removal of the bridge should that be required in the future; and
- the bridge will be named "The Gary Sain Walkway."

Subject: Rosen Plaza Bridge MOU December 14, 2012 Page 2

Since the December 11, 2012, Board meeting, we have had several meetings with Rosen Hotels. Based on those meetings Orange County has drafted the attached MOU. Rosen Hotels has some concerns with this MOU, and I will discuss those concerns with the Board on December 18, 2012.

#### ACTION REQUESTED: Approval of Memorandum of Understanding between Orange County, Florida and Convention Hotel Partners, LTD. regarding a pedestrian bridge at the West Concourse of the Convention Center.

Attachment

cc: Ajit Lalchandani, County Administrator
 Jeffery Newton, County Attorney
 Eric Gassman, Chief Accountability Officer, Office of Accountability
 Thomas Ackert, Executive Director, Orange County Convention Center

#### Memorandum of Understanding

#### between

#### Orange County, Florida and

#### **Convention Hotel Partners, Ltd.**

#### regarding a

#### Pedestrian Bridge at the West Concourse of the Convention Center

This Memorandum of Understanding ("MOU") is entered into by and between ORANGE COUNTY, Florida, a charter county and political subdivision of the State of Florida, with a principal address of 201 South Rosalind Avenue, Orlando, Florida 32801("COUNTY") and CONVENTION HOTEL PARTNERS, LTD., a Florida limited partnership ("Rosen").

#### **RECITALS:**

- A. The County is the owner of certain real property more fully described on Exhibit "A" attached hereto and referred to herein as the Orange County Convention Center (the "OCCC"); and
- B. Rosen owns an 800 room convention hotel more fully described on Exhibit "B" attached hereto and referred to herein as the Rosen Plaza Hotel (the "Hotel") located at 9700 International Drive, Orlando, Florida, immediately adjacent to and north of the west concourse of the OCCC (the "West Concourse") and is a provider of hotel rooms, meeting rooms and banquet services to OCCC clients; and
- C. Rosen desires to construct an elevated pedestrian bridge to provide safe pedestrian access between the OCCC and Hotel as generally depicted on **Exhibit "C"** attached hereto and to be referred to as the Gary Sain Walkway (the "Bridge"); and
- D. The Bridge desired by Rosen will cross a vacant parcel of property owned by the County and adjacent to the OCCC as generally depicted on Exhibit "D" attached hereto (the "Property"); and
- E. County desires to improve pedestrian safety and access to the OCCC and intends to develop master plans for the enhancement of the OCCC as well as the alignment and construction of pedestrian walkways in the International Drive area but has no current plans to construct a bridge connecting the OCCC and Hotel; and
- F. County therefore desires to permit Rosen to design, permit and construct the Bridge and allow connectivity to the West Concourse via the Bridge until such time as the

County determines that removal of the Bridge is necessary as set forth herein.

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

1. <u>Recitals</u>. The above recitals are true and correct and are incorporated herein and made a part of this MOU.

- 2. <u>Design, Permitting and Construction of Bridge</u>. Rosen and County agree that they intend to enter into an agreement which shall set forth the parties mutual agreement regarding the design, permitting and construction of the Bridge as described herein (the "Agreement"):
  - a. The Bridge shall be located and connect to the OCCC and Hotel at, the locations generally depicted on Exhibit "C" attached hereto.
  - b. Within thirty (30) days from the date of execution of this MOU by both parties, Rosen will submit and County will review and comment upon a conceptual/schematic design document for the Bridge, which upon written acceptance by the County, will serve as the baseline plan for the Bridge for purposes of this MOU (the "Baseline Plan"). The Baseline Plan will detail the proposed alignment, dimensions, scale, cross-sections, elevations, clearances, finishes, primary architectural features and estimated cost of the Bridge.
  - c. The Bridge shall be designed, permitted, and constructed by Rosen, at the sole cost and expense of Rosen, unless the County requests Rosen to include upgrades to the Bridge above the agreed upon Baseline Plan, at the County's expense, during the design process.
  - d. After acceptance of the Baseline Plan, Rosen shall submit to the County for written approval detailed drawings, specifications, reports, and cost estimates ("Construction Documents") at 30%, 60%, 90% and 100% completion during the design of the Bridge.
  - e. The County shall review the Construction Documents at each such stage to assure sound design and aesthetic consistency with the West Concourse and the existing bridges at the OCCC. The Bridge shall be constructed in a manner that provides a minimum width, clearance and maximum height from ground level in order to assure compatibility between the Bridge and the entry to the West Concourse to which it connects. County will provide written comments to Rosen within fifteen (15) days after receipt of such Construction Documents and will be deemed to have approved such Construction Documents if the County has not provided comments within twenty one (21) days after receipt of such Construction Documents.
  - f. Rosen shall provide no less than sixty (60) days written notice to County prior to commencement of construction of the Bridge provided that the

commencement date does not interfere with show activity at the OCCC. The period of time from execution of the Agreement, design and final completion of construction of the Bridge shall not exceed 270 days. Active construction on the Bridge shall not exceed ninety (90) days. Rosen shall abide by all applicable federal, state and local laws, rules and regulations dealing with the design, permitting and construction of the Bridge and shall be responsible for obtaining all necessary permits for the construction of the Bridge. Rosen may seek minor amendments and modifications to the permits and approvals reasonably necessary to facilitate construction of the Bridge, subject to the approval of County, which approval shall not be unreasonably withheld. Drainage for the Bridge, if any, shall be located within the drainage systems for the portions of the Bridge located upon and attributable to each owner's property, to the extent economically feasible. In the event that required stormwater storage capacity is unavailable on either property, then either party will have the right to terminate the Agreement. Should environmental mitigation be required, then such mitigation will be at Rosen's sole expense The County shall be given all written comments from the appropriate governing authorities, and be fully informed of Rosen's responses and progress.

- g. Rosen shall require its contractors and consultants to procure and maintain insurance coverage of the types and limits as specified in Exhibit "E" attached hereto and incorporated herein by this reference.
- h. Prior to commencement and as a condition for commencement of construction, Rosen shall provide a demolition bond providing for the cost of removal of the Bridge in the event removal of the Bridge shall be requested by the County pursuant to the conditions for removal set forth below.
- i. Rosen shall require, subject to the written approval of the County, the contracts for its design consultant and contractors to indemnify and hold harmless the County, its officials and employees from and against all liabilities, claims, damages, losses, costs and expenses (including attorney's fees) arising out of or resulting from the performance of the design or construction of the Bridge.

3. <u>Temporary Construction Easement</u>. County grants Rosen a nonexclusive temporary construction easement which will terminate upon the issuance of a certificate of occupancy for the Bridge. Rosen will coordinate construction of the Bridge with ongoing show activity which may be taking place at the OCCC. After construction, Rosen shall, at its sole cost and expense, restore the OCCC site and any improvements located within such temporary construction easement area to the condition (except for the existence of the Bridge) which existed prior to construction of the Bridge.

4. <u>License</u>. Upon execution of this MOU by both parties hereto, Rosen shall have permission to enter the Property to conduct soil borings and other preliminary engineering investigations, provided that Rosen has submitted appropriate insurance documentation as required by **Exhibit "E."** Such entry shall be coordinated with the OCCC as least five (5) business days prior to entry. The County and Rosen will each grant reciprocal permission for the right to maintain, repair, and operate the Bridge during the term of the Agreement. Such licenses will be used for the purposes of developing and operating the Bridge to provide direct and continuous above-grade pedestrian access between the West Concourse and the Hotel.

5. <u>As Built Survey; Bill of Sale.</u> Upon completion of the Bridge, Rosen will provide County with an "As Built" survey showing in detail, the actual location of all Bridge and facilities within the area depicted on **Exhibit "C"** and shall deliver to the County a bill of sale for that portion of the Bridge located on County property.

6. <u>Maintenance</u>. Once the Bridge has been constructed, each party will be responsible for maintenance of its respective portion of the Bridge. The parties will cooperate and confer regularly to determine a uniform appearance and standards of the maintenance and repair for the Bridge.

7. <u>Removal of Bridge</u>. On or after the date that is three years from the date of completion of the Bridge, Rosen will be obligated to remove the Bridge at Rosen's sole expense, and County will have the right to request such removal of the Bridge at Rosen's sole expense in the event either of the following conditions shall occur:

- a. the Property shall be actively developed, either by the County or a private developer, and the Board of County Commissioners, in its sole discretion, shall determine that removal of the Bridge is necessary (which may include aesthetic necessity) for such development to occur; or
- b. the County shall have completed construction of an additional bridge consistent with a master-planned International Drive network of pedestrian walkways which provides pedestrian connectivity between the Hotel and the West Concourse and the Board of County Commissioners, in its sole discretion, determines that removal of the Bridge is necessary (which may include aesthetic necessity).

Rosen shall complete removal of the Bridge within 365 days after written request for such removal has been issued by the County. Once Rosen shall have commenced removal of the Bridge, total removal and restoration of the site to the condition which existed prior to construction of the Bridge shall be completed within 60 days.

8. <u>Signage</u>. Each party will have the right to install signage on their respective portions of the Bridge, to the extent permitted by law, including county regulations and any applicable deed restrictions, provided it does not interfere with pedestrian or vehicular safety. Hotel and

County will cooperate and confer regularly to determine acceptable standards for signage provided the County shall not attempt to impose any standards more stringent than standards allowed on other bridges connected to the OCCC.

9. <u>Mechanic's Liens</u>. Rosen will not permit any liens to be imposed against the OCCC for any work done or materials furnished in connection with the performance of any work undertaken by it.

10. <u>Indemnification and Insurance</u>. Rosen and County (without the County waiving sovereign immunity or the provisions of Section 768.28, Florida Statutes) will each agree to defend, indemnify, and hold harmless the other, its officials, agents, and employees from claims, suits, judgments, demands, liabilities, damages, related to the agreement resulting from this Memorandum of Understanding.

County and Rosen will each agree to provide and maintain insurance coverage of such types and in such amounts as may be necessary to protect from losses arising out of or related in any way to this Easement. Such insurance shall include at a minimum workers' compensation and employers' liability and commercial general liability coverage. Rosen and County shall each procure and maintain "all-risk" property insurance equal to the replacement value of each party's interest in any improvement constructed or maintained in the area depicted on **Exhibit "C"**. Rosen's commercial general liability coverage shall include the County as an additional insured and upon request by the County; Rosen shall provide certificates of insurance as proof of the coverage described above.

11. <u>Notice</u>. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be either (i) hand delivered, or (ii) sent by facsimile transmission with the original sent by either U.S. mail on the same date, or (iii) sent by reputable private courier service (e.g., Federal Express, Express Mail, Airborne, United Parcel Service, or Emery Air), or (iv) mailed by registered or certified U.S. mail, postage prepaid, return receipt request to the Party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such Party, to wit:

To COUNTY:

Orange County Convention Center Attn: Convention Center Executive Director 9800 International Drive Orlando, FL 32819 Facsimile#: (407) 685-9842 With a copy to:

Orange County, Florida Attn.: County Attorney . 201 South Rosalind Avenue, 3rd Floor Orlando, FL 32801 Facsimile: (407) 836-5888

To ROSEN:

CONVENTION HOTEL PARTNERS, LTD. 9840 International Drive Orlando, Florida 32819 Attention: Daniel Gutierrez Facsimile: (407) 996-8552

12. <u>Waiver</u>. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

13. <u>Exhibits</u>. The following Exhibits are attached hereto and incorporated herein by this reference thereto:

Exhibit "A"	Legal Description of the Convention Center Property
Exhibit "B"	Legal Description of the Rosen Plaza Hotel Property
Exhibit "C"	Sketch of the Areas for Bridge, Temporary Construction Easement and License
Exhibit "D"	Legal Description of the Undeveloped County Parcel
Exhibit "E"	Insurance Requirements

13. <u>Time of the Essence</u>. Time is of the essence of this Agreement as to each of the terms, conditions, obligations and performances contained herein or required hereunder.

- 14. Miscellaneous.
  - a. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. All of the parties to this

Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and the use of any gender shall be held to include every other gender.

b. This MOU shall terminate upon execution of the Agreement or terminate without further action by either party one hundred eighty (180) days from the date of execution of this MOU unless the parties agree in writing to extend such timeframe.

#### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by the respective authorized parties as of the date first above written.

#### **ORANGE COUNTY FLORIDA** By: BOARD OF COUNTY COMMISSIONERS

By:\_\_\_

Teresa Jacobs Orange County Mayor

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

By: \_

Deputy Clerk Printed Name:

> **CONVENTION HOTEL PARTNERS, LTD, a** Florida limited partnership

By:

Title: Rosen Master Partnership, Ltd., a Florida limited partnership, its General Partner

## EXHIBIT "A"

Legal Description of the Convention Center Property

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#### EXHIBIT "A"

## Legal Description of the Convention Center Property

#### Tax ID # 01-24-28-7150-01-000

PLAZA INTERNATIONAL UNIT ONE 8/148 BLOCK A & PLAZA INTERNATIONAL UNIT 1-A 15/53 LOTS 1 & 2 & BEG AT SW COR OF LOT 2 PLAZA INTERNATIONAL UNIT 1-A 15/53 TH RUN S 87 DEG E 41.58 FT FOR POB TH RUN N 135.16 FT S 87 DEG E 63.79 FT E 658.15 FT S 135 FT W 660.72 FT N 88 DEG W 61.22 FT TO POB SEE 3656/491

## EXHIBIT"B"

Legal Description of the Rosen Hotel Property

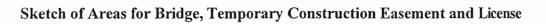
#### EXHIBIT "B"

#### Legal Description of the Rosen Plaza Hotel Property

#### Tax ID # 01-24-28-7158-02-003

PLAZA INTERNATIONAL UNIT FIVE 12/21 BEG SW COR OF BLK B THN RUN N 629.99 FT ALONG W BOUNDARY OF BLK B E 485 FT N 35 DEG E 136.68 FT TO A PT ON SLY R/W LINE OF SAMOAN CT SELY 138.82 FT ALONG ARC OF CURVE CONT ELY 255.42 FT TO NELY COR SELY 764 FT TO SE COR W 1093.54 FT TO POB

## EXHIBIT "C"



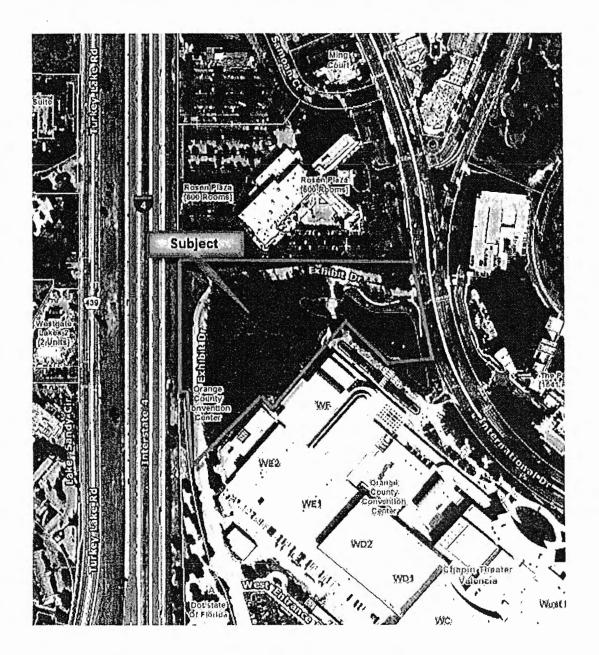
# EXHIBIT "D"

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Legal Description of Undeveloped County Parcel

#### EXHIBIT "D"

# Aerial Description of Undeveloped County Parcel



#### EXHIBIT "E"

#### COUNTY INSURANCE REQUIREMENTS

Rosen shall cause its contractors to be contractually obligated to comply with the following requirements:

Payment and Performance Bonds: Rosen's contractor (hereinafter referred to as Contractor) shall execute and deliver to the County the Payment and Performance Bonds included herein as security for the faithful performance and completion of the work and payment for all materials and labor furnished or supplied in connection with all work included in the Construction Documents. These Bonds shall be in amounts at least equal to the estimated construction amount of the Bridge, shall name Rosen and the County as dual-obligees and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- and must be included on the approved list of sureties issued by the United States Department of Treasury. Prior to execution of the construction contract the County may require the Contractor to furnish such other Bonds, in such form and with such sureties as it may require. If the construction amount is increased by Change Order, it shall be the Contractor's responsibility to insure that the Payment and Performance Bonds be amended accordingly and a copy of the amendment is forwarded to the County.

If the Surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the work is located or it ceases to meet the requirements imposed by the Construction Documents, the Contractor shall within five (5) days thereafter substitute another Bond with another Surety both of which shall be acceptable to the County.

#### **Insurance Requirements:**

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of construction 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 Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Construction Documents. Insurance carriers providing coverage shall be authorized and/or eligible to do business in the State of Florida and shall possess a current A.M.Beşt's Financial Strength Rating of A- Class VIII.

The Contractor shall require and ensure that each of its subcontractors maintain insurance until the completion of their work under any contract associated with the Construction Documents. Failure of the Contractor to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to ensure that its subcontractors maintain coverage shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The minimum types and amounts of insurance inclusive of any amount provided by an umbrella or excess policy, shall be as follows;

<u>Workers' Compensation</u> - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits (see below) for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Rosen and the County. The County will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit.

- <u>Commercial General Liability</u> The Contractor shall maintain coverage issued on an ISO form CG 00 01 or its equivalent, with a limit of liability of not less than the limits indicated in the Schedule of Limits (see below). Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this project or shall be at least twice the required occurrence limit.
- Business Automobile Liability The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent with limits of not less than the limits indicated in the Schedule of Limits (see below). In the event the Contractor does not own automobiles the Contractor 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.

Schedule of Limits: Contract Amount Workers' Comp/ General Automóbile Employers' Liability Liability Liability \$1,000,000 \$1,000,000 Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 \$5,000,000 \$5,000,000 Over \$20 million To Be Determined by the County

<u>Builders' Risk</u> - If the Construction Documents include: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of Rosen, the County, the Consultant, the Contractor and subcontractors of any tier. Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum cover the perils insured under the ISO CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises, which shall become part of the project. The Contractor agrees not to maintain a/vind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any wind percentage deductible (when applicable) shall not exceed five-percent (5%). The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part.

or put to its intended use, or partially accepted by Rosen or the County. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the project ceases, or the project is accepted and insured by the County.

 <u>Professional Liability</u>- The Consultant agrees to maintain Professional Liability on a claims-made basis. The design professional agrees to provide coverage with limits and deductibles as prescribed below.

Project Cost	Minimum Limit	Maximum Deductible
\$0-1,000,000	50% of project cost subject to a minimum of \$100,000/occurrence	10% of project cost or \$25,000, whichever is smaller
\$1,000,000-5,000,000	\$1,000,000	\$1,00,000
over \$5,000,000	Determined by the Cou	ntx

The Contractor shall be responsible for all risk of loss whether insured or not until final acceptance of the project by the County. The Contractor agrees to be fully and solely responsible for any costs or expenses resulting from a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of said deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. The County has the right to request that the Contractor procure and maintain a surety bond for any deductible amounts that exceed any amount stated herein in such amount and on such form that are acceptable to the County.

The County reserves the right, but not the responsibility to periodically review any and all policies of insurance and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement. In such event, the County shall provide the Contractor written notice of such adjustments and the contractor shall comply within thirty (30) days of receipt thereof. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

The Contractor agrees to specifically include Rosen and the County as an Additional Insured on the Commercial General Liability policy with a CG 20 10 Additional Insured - Owners, Lessees, Contractors or CG 20 26 Additional Insured Designated Persons or Organization endorsement, or their equivalent. The contractor shall also specifically include Rosen and the County as an Additional Insured on any Commercial Unbrelia or Excess policies unless the County is automatically defined under the policy as an Additional Protected Person. Additionally, the Contractor agrees to specifically include Rosen and the County as an Additional Insured under the contractor agrees to specifically include Rosen and the County as an Additional Insured under the Contractor's Pollution Liability coverage (when applicable).

The Contractor agrees to provide a Waiver of Subrogation in favor of Rosen, the County, Contractor, Consultant, and sub-contractors of any tier for each required policy providing coverage during the life of this Agreement. When required by the insurer, or should a policy condition not permit an endorsement, the Contractor agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights' of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Before the start of any work and for the duration of the construction phase of the project, the Contractor shall provide the COUNTY and ROSEN with current certificates of insurance evidencing all required coverage. The certificates shall clearly indicate that the Contractor 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 Rosen and the COUNTY. Certificates shall specifically reference the project title and contract number. The certificate holder shall read:

Orange County Board of County Commissioners Risk Management Division 109 E. Church Street, Suite 200 Orlando, Florida 32801

Prior to commencement of any Work performed by subcontractors (if any), the Contractor shall obtain certificates of insurance evidencing coverage from each of its subcontractors and shall furnish within five days, copies of said certificates upon request by the County. In addition to the certificate(s) of insurance the Contractor shall also provide a blanket or specific additional insured endorsement and all waivers of subrogation or transfer of rights of recovery endorsements for each policy. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.

#### III. DISCUSSION AGENDA COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT



Interoffice Memorandum

# AGENDA ITEM

November 28, 2012

TO:

Mayor Teresa Jacobs –AND– Board of County Commissioners

FROM:

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

CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director Community, Environmental and Development Services Department (407) 836-1406

SUBJECT: December 18, 2012 – Discussion Item St. Johns River Water Management District Surplus Property Proposal

The St. Johns River Water Management District (SJRWMD) recently reviewed their land holdings to determine if any properties could be surplused or provide an alternate use. Due to this review, SJRWMD reached out to Orange County to discuss ownership and property use.

Community, Environmental and Development Services (CEDS) staff met with SJRWMD staff to review several parcels that were identified for surplus or alternate use. A presentation will be given to the Board of County Commissioners to seek direction on accepting some of these lands through donation and/or lease agreement.

#### ACTION REQUESTED: Approval to continue negotiations with the St. Johns River Water Management District on accepting and/or leasing lands. Districts 2 and 5

JVW/LC: mn



Interoffice Memorandun

III. DISCUSSION AGENDA UTILITIES DEPARTMENT

December 4, 2012

TO: Mayor Teresa Jacobs and Board of County Commissioners

**FROM:** Raymond E. Hanson, P. E., Director Utilities Department

#### SUBJECT: BCC Agenda Item – Discussion Agenda December 18, 2012 BCC Meeting Presentation on Bithlo Community Water

At the December 18, 2012 Board meeting, the Orange County Utilities Department and Orange County Environmental Protection Division staff will be presenting information related to water quality and water supply in the Bithlo Community.

During the presentation, staff will update the Board on two community meetings that were held in Bithlo over the past year and will provide results of groundwater water quality analysis performed in the Bithlo area.

The presentation will also include information on a potential potable water project, including project costs, possible next steps, and will seek Board direction.

District 5.



November 1, 2012

То:	Mayor Teresa Jacobs and
	Board of County Commissioners
From:	Lonnie C. Bell, Jr., Director
SUBJECT:	After School Program Presentation (All Districts) December 18, 2012 – Discussion Agenda

This discussion item is a follow-up from the Budget Work Session and is intended to update the Board of County Commissioners regarding the work of the Citizens' Commission for Children's After School Zone and the Neighborhood Centers for Families' (NCF) youth after school and summer programs.

The presentation will review the history, cost and yearly results of the contracted outcomes of the After School Zone, along with the highlights and accomplishments of this program, and recognize the achievements. Also included will be the funding, attendance, cost analysis of the NCF funded after school and summer programs.

# ACTION REQUESTED: No action required. The presentation is for information purposes only.

c: Linda Weinberg, Deputy County Administrator Yolanda Brown, Manager, Fiscal Division, Family Services Department Tyra L. Witsell, Manager, Citizens' Commission for Children



#### FAMILY SERVICES DEPARTMEN' Lonnie C. Bell Jr., Director 2100 E. Michigan Street • Orlando, Florida 407-836-7318 • Fax: 407-836-7583 Email: Lonnic.Bell@ocfl.net

December 6, 2012

To:	Mayor Teresa Jacobs
	and
	Board of County Commissioners
From:	Lonnie C. Bell, Jr., Director Amin C MMA Family Services Department
SUBJECT:	Citizens' Review Panel for Human Services Presentation

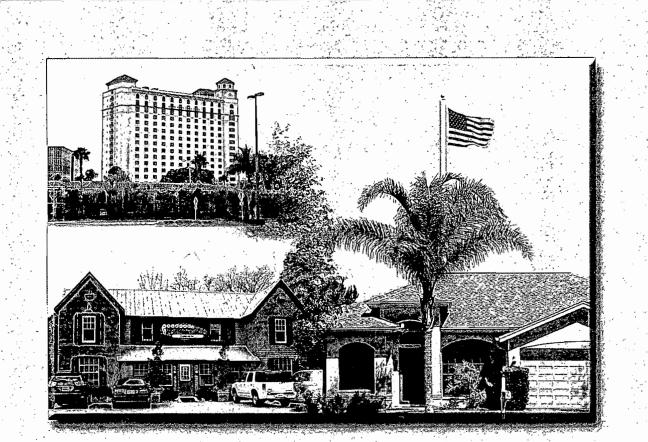
SUBJECT: Citizens' Review Panel for Human Services Presentation (All Districts) December 18, 2012 – Work Session Agenda

This work session item is a follow-up from the Budget Work Sessions and is intended to update the Board of County Commissioners regarding the work of the Citizens' Commission for Children's Citizens' Review Panel for Human Services funding allocation program.

The presentation will review the history, process, accountability, cost, challenges and include a summary of the Citizens' Review Panel for Human Services.

# ACTION REQUESTED: No action required. The presentation is for information purposes only.

c: Linda Weinberg, Deputy County Administrator Yolanda Brown, Manager, Fiscal Division, Family Services Department Tyra L. Witsell, Manager, Citizens' Commission for Children



# Orange County Board of Zoning Adjustment RECOMMENDATIONS BOOKLET December 6, 2012

Prepared by: Community, Environmental & Development Services Department, Orange County Zoning Division



# **ORANGE COUNTY GOVERNMENT**

# BOARD of ZONING ADJUSTMENT (BZA)

Vishaal S. Gupta	District #1
Johnny Alderman	District #2
Jamie Poulos Vice Chairman	District #3
Peter Betterman Chairman	District #4
Zachary Seybold	District #5
Ka'juel J. Washington	District #6
Rebecca E. Martinez	At Large

# **ORANGE COUNTY ZONING DISTRICTS**

## Agricultural Districts

A-I	Citrus Rural
A-2	Farmland Rural
A-R	Agricultural-Residential District

# **Residential Districts**

R-CE	Country Estate District
R-CE-2	Rural Residential District
R-CE-5	Rural Country Estate Residential District
R-l, R-IA & R-lAA	Single-Family Dwelling District
R-lAAA & R-lAAAA	Residential Urban Districts
R-2	Residential District
R-3	Multiple-Family Dwelling District
X-C	Cluster Districts (where X is the base zoning district)
R-T	Mobile Home Park District
R-T-I	Mobile Home Subdivision District
R-T-2	Combination Mobile Home and Single-Family Dwelling District
R-L-D	Residential -Low-Density District
N-R	Neighborhood Residential

### Non- Residential Districts

Р-О	Professional Office District
C-1	Retail Commercial District
C-2	General Commercial District
C-3	Wholesale Commercial District
I-IA	Restricted Industrial District
1-1/1-5	Restricted Industrial District
1-2/1-3	Industrial Park District
1-4	Industrial District

# <u>Other District</u>

P-D	Planned Development District
U-V	Urban Village District
N-C	Neighborhood Center
N-A-C	Neighborhood Activity Center

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#### VARIANCE CRITERIA

Section 30-43 of the Orange County Code Stipulates specific standards for the approval of variances. No application for a zoning variance shall be approved unless the Board of Zoning Adjustment finds that all of the following standards are met:

- <u>Special Conditions and Circumstances</u> Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district. Zoning violations or nonconformities on neighboring properties shall not constitute grounds for approval of any proposed zoning variance.
- <u>Not Self-Created</u> The special conditions and circumstances do not result from the actions of the applicant. A self-created hardship shall not justify a zoning variance; i.e., when the applicant himself by his own conduct creates the hardship which he alleges to exist, he is not entitled to relief.
- 3. <u>No Special Privilege Conferred</u> Approval of the zoning variance requested will not confer on the applicant any special privilege that is denied by the Chapter to other lands, buildings, or structures in the same zoning district.
- 4. <u>Deprivation of Rights</u> Literal interpretation of the provisions contained in this Chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Chapter and would work unnecessary and undue hardship on the applicant. Financial loss or business competition or purchase of the property with intent to develop in violation of the restrictions of this Chapter shall not constitute grounds for approval.
- 5. <u>Minimum Possible Variance</u> The zoning variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.
- 6. <u>Purpose and Intent</u> Approval of the zoning variance will be in harmony with the purpose and intent of this Chapter and such zoning variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

#### SPECIAL EXCEPTION CRITERIA:

Subject to Section 38-78, in reviewing any request for a Special Exception, the following criteria shall be met:

- 1. The use shall be consistent with the Comprehensive Policy Plan.
- 2. The use shall be similar and compatible with the surrounding area and shall be consistent with the pattern of surrounding development.
- 3. The use shall not act as a detrimental intrusion into a surrounding area.
- 4. The use shall meet the performance standards of the district in which the use is permitted.
- 5. The use shall be similar in noise, vibration, dust, odor, glare, heat producing and other characteristics that are associated with the majority of uses currently permitted in the zoning district.
- 6. Landscape buffer yards shall be in accordance with Section 24-5, Orange County Code. Buffer yard types shall track the district in which the use is permitted.

In addition to demonstrating compliance with the above criteria, any applicable conditions set forth in Section 38-79 shall be met.

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## ORANGE COUNTY BOARD OF ZONING ADJUSTMENT RECOMMENDATIONS December 6, 2012

PUBLIC <u>HEARING#</u>	APPLICANT	DISTRICT#	BZA <u>Recommendations</u>	PAGE#
SE-12-12-091	John Reynolds	5	Approved w/Conditions	1
SE-12-12-094	Bob Sorenson	1	Approved w/Conditions	9
VA-12-12-093	7-Eleven Inc.	6	Approved w/Conditions	19
VA-13-01-096	Steven Harley	5	Approved w/Conditions	25
VA-12-12-089	Richard Medina	1	Approved w/Condition	29
VA-12-12-092	Mariano Ramos III	5	Approved	35
SE-12-12-095	A&A Towing	5	Approved w/Conditions	42
SE-12-12-088	Jain Temple	1	Denied	51

#### JOHN REYNOLDS - SE-12-12-091

**REQUEST:** Special Exception and Variance in A-2 zone as follows:

1) Special Exception: To construct detached Accessory Dwelling Unit for property owner's mother in law; and

2) Variance: To allow a 2,600 sq. ft. garage to remain in lieu of 2,000 sq. ft.

**ADDRESS:** 5940 Rocking Horse Rd.

LOCATION: Southwest corner of McCulloch Rd.& Rocking Horse Rd.

**S-T-R:** 05-22-31

TRACT SIZE: 326 ft. x 267 ft.

DISTRICT#: 5

LEGAL: COMM NE COR OF SEC TH S 30 FT W 30 FT FOR POB TH S 267.24 FT W 326.01 FT N 266.88 FT E 326 FT TO POB IN SEC 05-22-31

PARCEL ID: 05-22-31-0000-00-042

**DECISION:** Approved the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; and approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions: (unanimous)

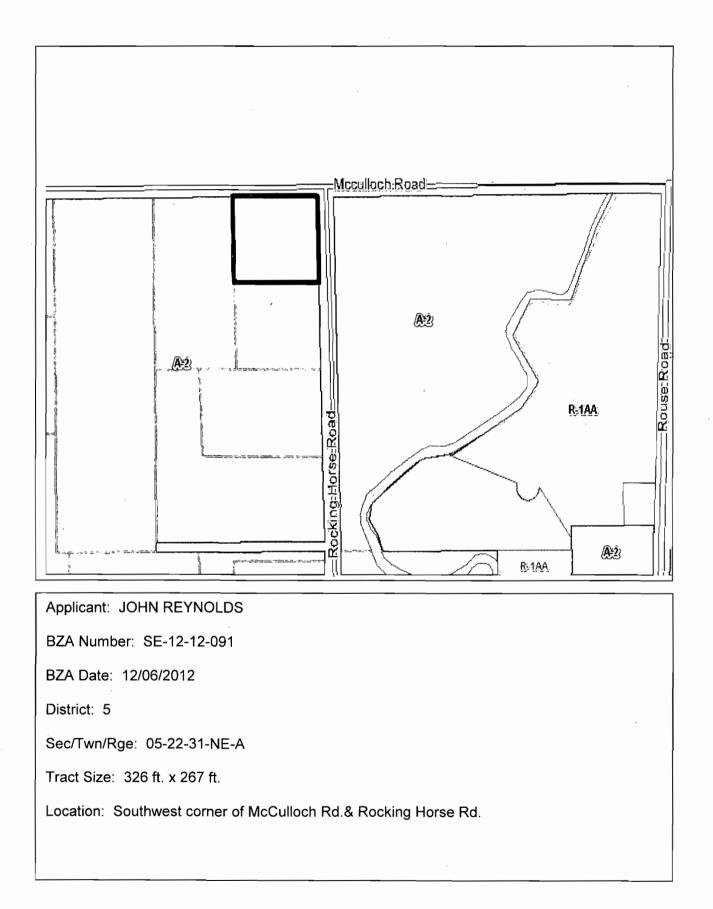
- 1. Development in accordance with site plan and elevation plan submitted with the application;
- 2. The Accessory Dwelling Unit shall be for family use only and shall not be rented out;
- 3. Permits for the Accessory Dwelling Unit shall be obtained within 2 years or this approval becomes null and void.
- 4. Permits for the garage shall be obtained within 90 days or this approval becomes null and void; and
- 5. The Accessory Dwelling Unit shall be designed to match the principal residence on the property.

**SYNOPSIS:** The applicant is proposing a 1,040 sq. ft. accessory dwelling unit for her mother-in-law and a minor variance to allow an existing garage to remain.

Staff gave its presentation. The area is characterized by 5 acre sized lots. The neighbors on both sides of the site submitted letters of no objection. The BZA had concerns about the use of the garage. The applicant confirmed it was only used for storage and parking of vehicles.

The BZA concluded the request was compatible with the surrounding area. There was no opposition.

...<sup>1.</sup> .





JHR CONSULTANT, INC 312 Forest Ave. Altamonte Springs, Fla. 32701 Telephone 407-262-9176 Fax 407-262-9170 e-mail: jackreynolds@embarqmail.com

October 3, 2012

Board of Zoning Adjustment Members 201 South Rosalind Ave. Orlando, Fl.

#### RE: Jarrell Special Exception and Variance request for Accessory Dwelling Unit 5940 Rocking Horse Road

I John Reynolds, JHR Consultants, Inc. write this letter on behalf of Betty Jarrell. We respectfully request board approval for an Accessory Dwelling Unit and to allow an existing 2,600 s.f. garage, in lieu of a 2,000 sq.ft. garage, to remain.

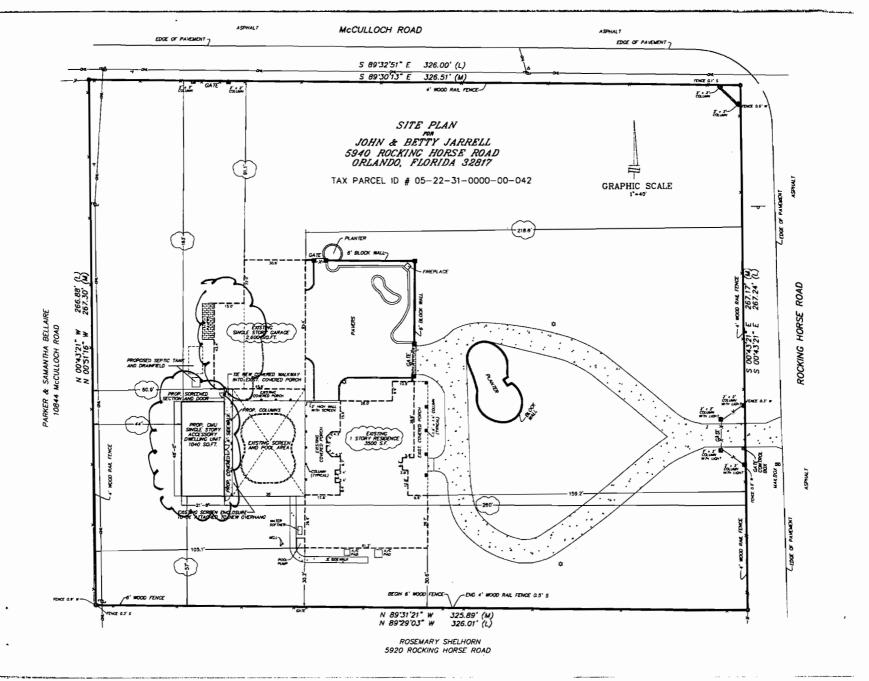
The single story 1,040 square foot (21'-8"x 48') dwelling unit will be for her disabled mother in law, Esther Jarrell. The construction type will be cmu (8' walls) and stucco with asphalt shingled pitched roof (15' to ridge) and will be built adjacent to existing pool deck behind her house. My client's intent is to match the new exterior to her house's exterior.

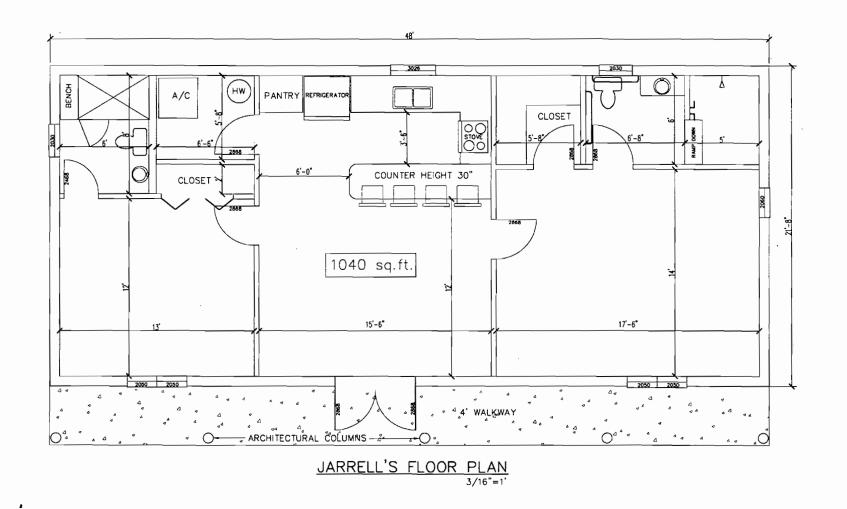
The dwelling unit will be 163 feet from the side (north) property line, 57 feet from the side (south) property line, 260 feet from the front (east) property line and 44 feet from the rear (west) property line. The garage is 113 feet from the side (north) property line, 110 feet from the side (south) property line, 218 feet from the front (east) property line and 60' from the rear (west) property-line.

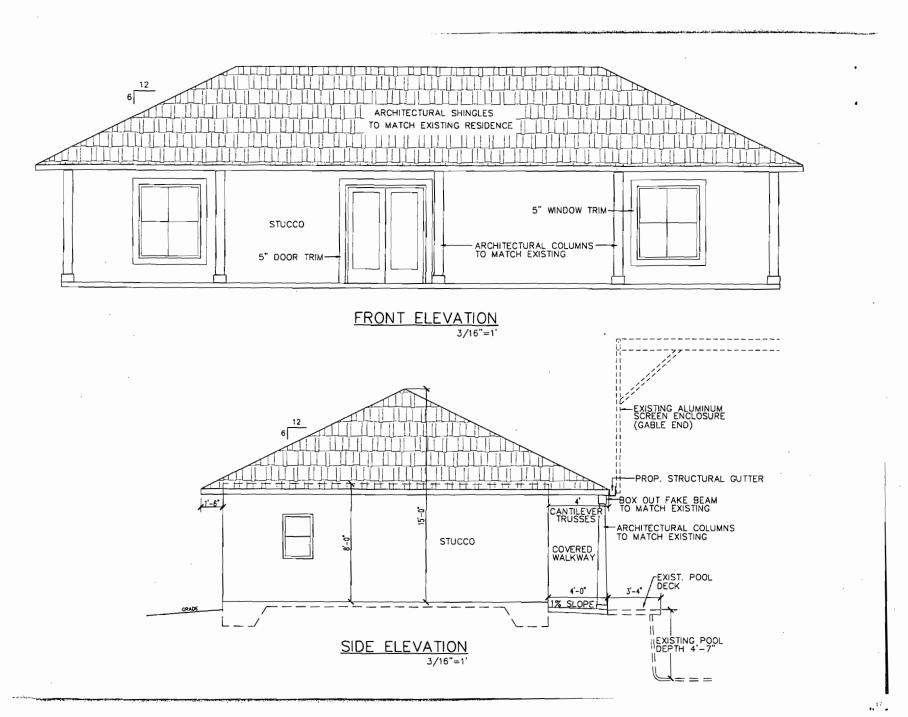
It is my opinion the request meets the 6 Zoning Variance and Special Exception Criteria.

Sincerely,

John Reynolds









STAFF REPORT CASE #SE-12-12-091 Orange County Zoning Division Planner: Rocco Relvini Board of Zoning Adjustment December 6, 2012 Commission District: 5

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207

#### **GENERAL INFORMATION:**

APPLICANT: JOHN REYNOLDS

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception and Variance in A-2 zone as follows:

1) Special Exception: To construct detached Accessory Dwelling Unit for property owner's mother in law; and

2) Variance: To allow a 2,600 sq. ft. garage to remain in lieu of 2,000 sq. ft.

LOCATION: Southwest corner of McCulloch Rd. & Rocking Horse Rd.

PROPERTY ADDRESS: 5940 Rocking Horse Rd.

TRACT SIZE: 326 ft. x 267 ft.

DISTRICT #: 5

ZONING: A-2

EXISTING USE(S): Single family residence

PROPOSED USE(S): Detached Accessory Dwelling Unit and garage

SURROUNDING USES: The subject site is surrounded by single family homes to the north, west and south. There are wetlands to the east.

7

#### STAFF FINDINGS AND ANALYSIS:

1. The property owner is proposing a detached accessory dwelling unit for her disabled mother-in-law. It will contain 1040 sq. ft. It will be located behind the swimming pool approximately 44 feet from the rear property line.

2. The property owner is also applying for a variance to exceed the 2000 sq. ft. size limit for a detached accessory building (garage). The garage is existing but approximately 600 sq. ft. of it exceeds the 2000 sq. ft. size limit.

3. The 2 most affected property owners (to the rear and to the south side) submitted letters of no objection.

4. Staff has no objections to this request. The request does not adversely impact any surrounding properties, the proposed ADU has significant setbacks and the subject site is well kept.

#### STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- 1. Development in accordance with site plan and elevation plan submitted with the application;
- 2. The Accessory Dwelling Unit shall be for family use only and shall not be rented out;
- 3. Permits for the garage shall obtained within 90 days or this approval becomes null and void;
- 4. Permits for the Accessory Dwelling Unit shall be obtained within 2 years or this approval becomes null and void

c.c. JOHN REYNOLDS

8

#### **ROBERT SORENSON - SE-12-12-094**

REQUEST:	Special Exception in a R-CE-C zone to allow for a 1,297 sq. ft. detached Accessory Dwelling Unit.
ADDRESS:	3402 Cocard Ct.
LOCATION:	North side of Cocard Ct., South of Lake Butler Blvd. North of Park Ave.
S-T-R:	12-23-27
TRACT SIZE:	1 acre
DISTRICT#:	1
LEGAL:	CHAINE DU LAC 27/60 LOT 26
PARCEL ID:	12-23-27-1306-00-260

**DECISION:** Approved the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions: (unanimous)

- 1. Development in accordance with site plan dated 8/30/12. All other applicable regulations apply;
- Permits to occupy the Accessory Dwelling Unit shall be obtained within one year or approval becomes null and void;
- 3. The Accessory Dwelling Unit shall be designed to match the principal residence;
- 4. The Accessory Dwelling Unit shall not be rented out and shall be used by family members only; and
- 5. The applicant shall submit ARC approval at the time of permitting. The ARC stamp of approval shall be placed on the construction site plans.

**SYNOPSIS:** The applicant spoke stating that he was in agreement with the conditions of approval.

Tom Ross who spoke on behalf of the ARC. He stated that the applicant did not receive ARC approval and was concerned. There was some confusion; the applicant submitted a letter of no objection from the management company not the ARC. Mr. Ross was agreeable to the Board adding a condition of approval in which the applicant must receive ARC approval prior to permitting.

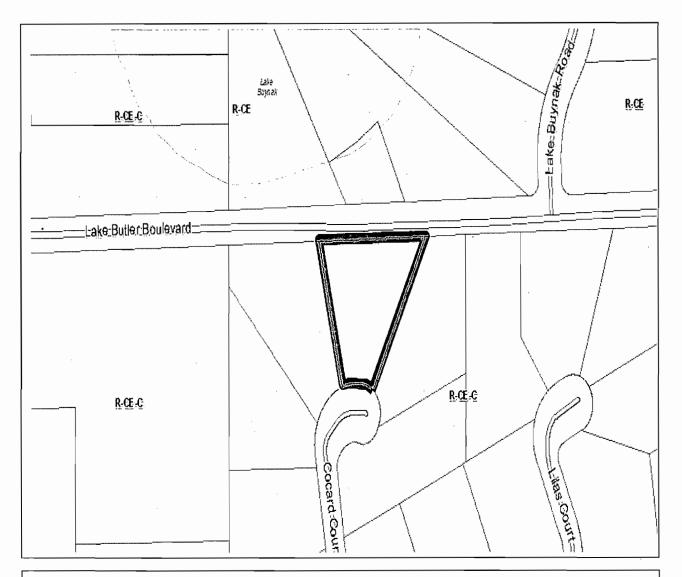
Donnie Hunt who owns the adjacent property to the east voiced concerns over the required side setbacks, size, and location of the structure. Staff reiterated that the proposed site plan indicated the structure is 15 ft. from the side property line and the Code requires 10 ft.

Staff received four commentaries in opposition.

The Board approved the request with the additional condition of approval. There were five conditions.

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Applicant: ROBERT SORENSON

BZA Number: SE-12-12-094

BZA Date: 12/06/2012

District: 1

Sec/Twn/Rge: 12-23-27-SW-C

Tract Size: 1 acre

Location: North side of Cocard Ct., South of Lake Butler Blvd. North of Park Ave.



P.O. Box 623 - Gotha, FL 34734 - PH. (407) 905-8190 - Fax (407) 905-8159

58-12-12-094

212

October 16, 2012

TO: Orange County Board of Zoning Adjustment (BZA)

REF: Clift Residence – 3402 Cocard Court Parcel ID #12-23-27-1306-00-260

This cover letter details our request for a Special Exception for Accessory Dwelling Unit to be added at the above referenced address.

We are requesting approval to add an accessory dwelling unit for a family member to live independently, yet be part of the main home.

The Chain du Lac Association Board of Directors has approved our application for the addition. Please see attached letter.

The addition will be constructed to match the style of the existing home, using like products of the existing home.

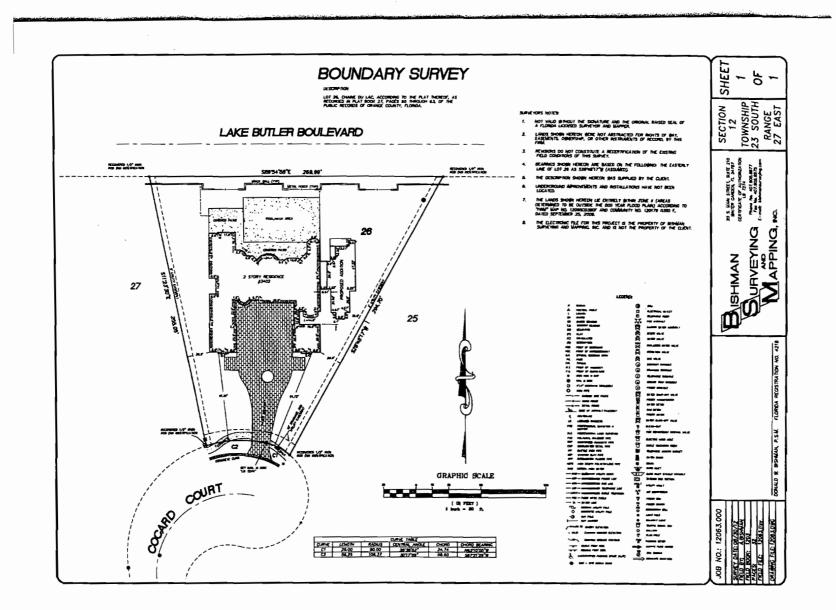
Pella Windows and Doors – FL Product Approval Code #14302.8 and 11282.1 Monier Barcelona 900 Roof Tiles – FL Bldg. Code 601-R6

The proposed living area -- 1,297. The proposed dimensions -- 73.33 in depth and 22.67 in width (overall footprint) The proposed structure will be 15' from the property line at the closest point. The proposed exterior wall height is 12'4". Total height to top of roof is 18'.

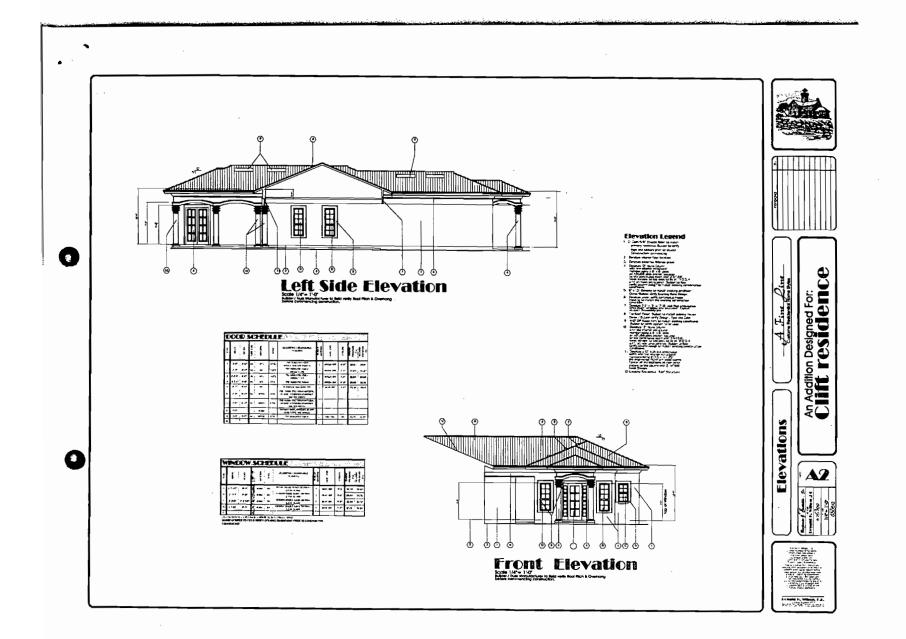
We appreciate your consideration in approving this Special Exception.

Sincerely Co

Robert E. Sorenson President Sorenson Construction, Inc.

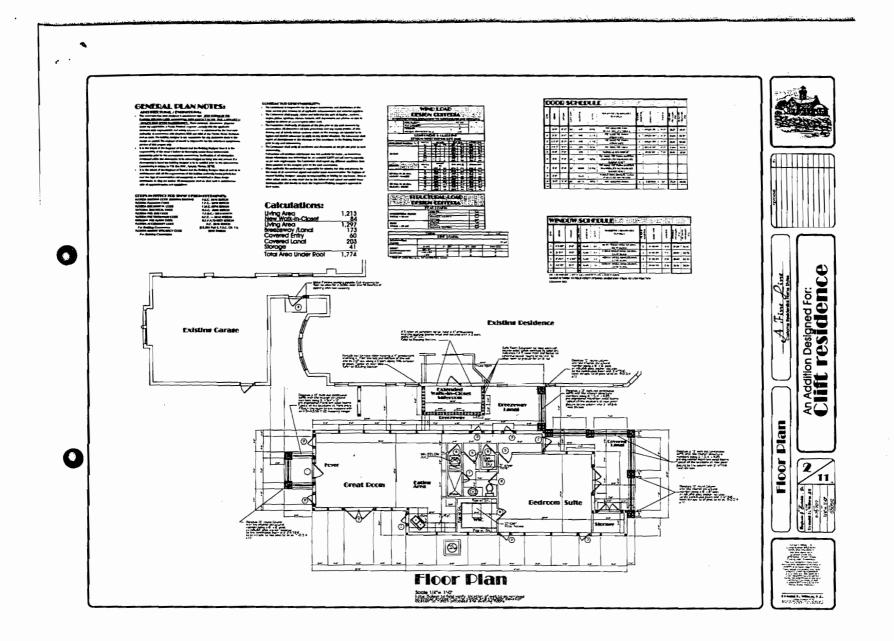


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August 13, 2012

910510 Matthew & Connie Clift 106 Golf Club Drive Nicholasville, KY 40356

Re: ARB Application for 3402 Cocard Ct.

Dear Homeowner:

This letter is being written at the direction and on behalf of the Board of Directors for the Chaine du Lac Association, Inc.

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clermont.sentrymgt.com

The Board has approved your request, as submitted, for an addition.

If you have any questions at all, please feel free in contacting me at the Chaine du Lac Association, Inc. c/o Sentry Management 1645 E. Highway 50, Suite 201, Clermont, FL 34711.

Sincerely

1645 E Hwy 50 Suite 201 • Clermont FL 34711 P 352 243 4595 F 352 243 4597

Joey Arroyo, LCAM Community Association Manager

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#### STAFF REPORT CASE #SE-12-12-094 Orange County Zoning Division Planner: Jeffrey Ball Board of Zoning Adjustment December 6, 2012 Commission District: 1

#### GENERAL INFORMATION:

APPLICANT: BOB SORENSON

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in a R-CE-C zone to allow for a 1,297 sq. ft. detached Accessory Dwelling Unit.

LOCATION: North side of Cocard Ct., South of Lake Butler Blvd. North of Park Ave.

PROPERTY ADDRESS: 3402 Cocard Ct.

PARCEL ID: 12-23-27-1306-00-260

PUBLIC NOTIFICATION: 28

TRACT SIZE: 1 acre

DISTRICT #: 1

ZONING: R-CE-C

EXISTING USE(S): Single-family residential (SFR)

PROPOSED USE(S): Accessory dwelling unit (ADU)

SURROUNDING USES: N – ROW\Lake Butler Blvd. S – ROW\SFR E – SFR W - SFR

17

#### STAFF FINDINGS AND ANALYSIS:

1. The Applicant's relatives will reside in the detached ADU. The size of the ADU is 1,297 sq. ft. Typical ADU's range in size from 800 sq. ft to 1,500 sq. ft. The principal residence is 8,574 sq. ft.

2. The applicant is advised the ADU shall match the design of the principal residence.

3. The ADU may not be rented out.

4. Staff's position is that this is an unobtrusive request and the ADU will not adversely impact the neighborhood. The request meets the intent and sprit of the ADU regulations.

5. The ADU regulations require that impact fees may be assessed for all ADU's. The Applicant should contact the Building Division for information regarding impact fees.

#### STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- 1. Development in accordance with site plan dated 8/30/12. All other applicable regulations apply.
- 2. Permits to occupy the Accessory Dwelling Unit shall be obtained within one year or approval becomes null and void.
- 3. The Accessory Dwelling Unit shall be designed to match the principal residence; and
- 4. The Accessory Dwelling Unit shall not be rented out and shall be used by family members only.

#### c.c. BOB SORENSON

#### 7-ELEVEN INC. - VA-12-12-093

REQUEST: Variance in a C-2 zone to allow for a rear setback of 7 ft. in lieu of 15 ft.
ADDRESS: 4011 W Oak Ridge Rd.
LOCATION: Northwest corner of W. Oak Ridge Rd. and Kingsgate Dr. West of S. John Young Pkwy.
S-T-R: 20-23-29

 TRACT SIZE: 208 ft. x 139 ft.

 DISTRICT#: 6

 LEGAL:
 OAKRIDGE CROSSINGS 29/41 LOT 2

 PARCEL ID: 20-23-29-6071-00-020

**DECISION:** Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (6 in favor and 1 opposed):

- 1. The development shall comply with Chapter 24 (Landscaping).
- 2. A 4 ft. to 6 ft. high black vinyl coated chain link fence shall be constructed on the north property line adjacent to the retention pond.

**SYNOPSIS:** The applicant proposes to redevelop a vacant site (previously a carwash) by demolishing the existing building and constructing a 7-Eleven convenience store with gas pump islands.

The property has a 30 ft. drainage easement running along Oak Ridge Road and Kingsgate Dr. which is a unique hardship to this site and creates the need for the variance. The area behind the proposed 7-Eleven where the variance would most impact is the Oak Ridge Crossing Shopping Center Parking lot and retention pond. It is an open and sufficient area, not directly abutting another building. The site is currently unkept and deteriorating. The site is being used as a dump site.

Four people spoke in opposition. Their concerns were that the variance criteria was not being met, would others also be granted the same variance, a 7-Eleven would increase traffic to the area, a 7-Eleven would encourage children to dart cross the street endangering them, and another gas station was not necessary.

BZA listened to the opposition and stated that a 7-Eleven is an outright permitted use in the C-2 zoning district and the issue at hand and the applicants request was for a setback variance. The BZA informed opposition that they too had the right to apply for a variance if they so desired. BZA had some discussion on whether the size of the proposed building would lessen the variance. It was determined the size of the building was not the issue; but rather the 30 ft. drainage easement. In summary, the BZA felt the opposition was based on competition of similar uses.

BZA recognized the site's hardship and special circumstance and encouraged redevelopment on vacant sites. BZA accepted staff's recommendation for approval with amended conditions.



BZA Date: 12/06/2012

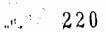
District: 6

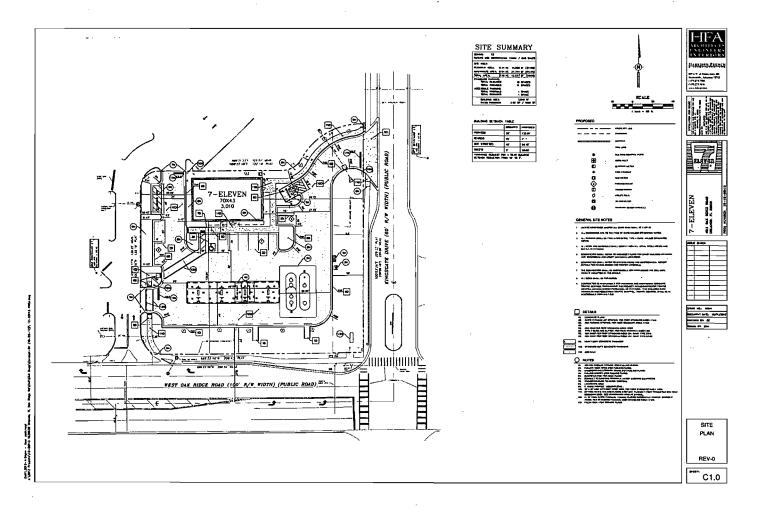
Sec/Twn/Rge: 20-23-29-NE-A

Tract Size: 208 ft. x 139 ft.

Location: Northwest corner of W. Oak Ridge Rd. and Kingsgate Dr. West of S. John Young Pkwy.

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604 COURTLAND STREET SUITE 100 ORLANDO, FL 32804

> ph: 407.645.5008 fx: 407.629.9124 AA 003420 | CA 8660 www.interplantlc.com

> > 222

October 15, 2012

Roco Relvini Orange County Board of Zoning Adjustments 201 S. Rosalind Avenue Orlando, FL 32802

Reference: Building Setback Variance Request 7-Eleven Store #36041 4011 W. Oak Ridge Road IP # 2012.0376

Dear Board of Zoning Adjustments:

7-Eleven is looking to redevelop the existing parcel located at the NW corner of Oak Ridge Road and Kingsgate Road. The site is currently a closed down car wash facility. Adjacent to the property on the north and west sides is the Oak Ridge Crossings Shopping Center. Within the shopping center immediately adjacent to the rear (north) of the subject property is a drainage retention pond.

7-Eleven is proposing to construct a new 70'x43', 3,010 sf prototypical 7-Eleven floor plan building. The building will be 17' high constructed of fiber cement panels. The elevations will be designed to meet Orange County architectural standards.

The property 7-Eleven is interested in developing is zoned C-2 General Commercial and a Convenience Store with Gas Sales is an allowable use. Oak Ridge Road is a major street and the site has been laid out with the front door of the store facing Oak Ridge to the south. The rear setback is then designated as from the north property line. Per the Orange County Zoning Code Section 38-855 (6), the Minimum Rear Yard Building Setback for C-2 zoning is 15 ft. In order to safely configure the site layout for a 7-Eleven Convenience Store on this property, it is only possible to provide a 7 ft Rear Yard Building Setback.

The existing property is currently encumbered by a 30' drainage easement along the Oak Ridge Road property line. For safety reasons, the drive aisle between the parking spaces in front of the store and the gas canopy must be a minimum of 32' to allow customer turning movements. Combined with the primary façade landscape requirement, the only way to physically redevelop the property with a 7-Eleven is to reduce the rear setback to 7 ft.

22



We believe that a rear setback reduction is warranted for this development. A rear setback of 7' is large enough to provide the required landscape buffer to meet code requirements. The rear yard for this property is adjacent to another heavy commercial development, Oak Ridge Crossings. Also, there is a drainage retention pond for the shopping center directly behind this property providing a natural buffer between the developments. The intent of a Rear Yard Setback is still being met by the fact that there is a stormwater pond and parking field between the proposed 7-Eleven and the existing shopping center buildings. Therefore, please consider this a formal request for a Rear Yard Building Setback variance from 15' to 7' for the 7-Eleven project at 4011 W. Oak Ridge Road.

Respectfully, INTERPLAN LLC

Stuart Anderson, PE Director of Civil Engineering

cc: Mike Bryan – Interplan Raymond Herndon – 7-Eleven, Inc. Peter Zent – Lend Lease Charley Carpenter & Ryan Faust – HFA

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CASE #VA-12-12-093 Orange County Zoning Division Planner: Kimberly Catrett Board of Zoning Adjustment 12/06/2012 Commission District: 6

#### **GENERAL INFORMATION:**

APPLICANT: 7-Eleven Inc.

REQUEST: Variance in a C-2 zone to allow for a rear setback of 7 ft. in lieu of 15 ft.

LOCATION: Northwest corner of W. Oak Ridge Rd. and Kingsgate Dr. West of S. John Young Pkwy.

PARCEL ID: 20-23-29-6071-00-020

TRACT SIZE: 208 ft. x 139 ft.

DISTRICT #: 6

ZONING: C-2

#### STAFF FINDINGS AND ANALYSIS:

- 1. The extensive 30' wide drainage easement along the front and side property lines is causing the need for a variance at the rear property line; for this reason staff is recommending approval of this request.
- 2. An onsite inspection revealed the subject site is unsightly and unkept. The site is an eyesore. Approval of this request will enhance the value of this property and the surrounding properties.

#### STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development shall comply with Chapter 24 (Landscaping) except where conflicts exist. In the event there is a conflict between Chapter 24 and the site plan, the site plan shall prevail.

24

#### STEVEN HARLEY - VA-13-01-096

REQUEST:	<ul> <li>Variances in a R-1A zone as follows:</li> <li>1) To allow for a metal detached structure in lieu of a structure comprised of building materials typically used for residential home construction; and</li> <li>2) To allow accessory building 1,520 sq. ft. in size in lieu of 500 sq. ft.</li> </ul>
ADDRESS:	18702 Northcliff St.
LOCATION:	Southeast corner of Northcliff St. and Decker Ave. West of Dallas Blvd.
S-T-R:	10-23-32
TRACT SIZE:	150 ft. x 300 ft.
DISTRICT#:	5
LEGAL:	CAPE ORLANDO ESTATES UNIT 12A 4/66 LOT 1 BLK 10
PARCEL ID:	10-23-32-1184-10-010

**DECISION:** Approved the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous):

- Prior to issuance of any Orange County permits, the Environmental Protection Division (EPD) will require a Conservation Area Impact (CAI) permit, consistent with Chapter 15, Article X Wetland Conservation Areas. Approval of this request does not authorize any direct or indirect impacts to conservation areas or protective buffers. Contact the EPD Environmental Permitting and Compliance Program at 407-836-1451.
- 2. Size capped at a maximum of 1,440 Sq. Ft.
- 3. The applicant shall receive and submit ARC approval at the time of permitting. The ARC stamp of approval shall be place on the construction site plans.

**SYNOPSIS:** The applicant stated that there have been numerous large metal detached accessory structures built throughout the Wegdefield community and presented pictures of them.

The Board discussed at length regarding the size of the proposed structure and the character of the community. Staff indicated there was a similar variance granted across the street in 1990.

The Board added condition(s), capping the size of the building at 1,440 sq. ft. and requiring ARC approval at the time of permitting.

Staff received four letters of no objection, three commentaries in support and one in opposition outside the notification buffer.

There was no opposition present at the hearing. The Board approved the request with three conditions unanimously.



Applicant: STEVEN HARLEY

BZA Number: VA-13-01-096

BZA Date: 12/06/2012

District: 5

Sec/Twn/Rge: 10-23-32-SE-D

Tract Size: 150 ft. x 300 ft.

Location: Southeast corner of Northcliff St. and Decker Ave. West of Dallas Blvd.

226

#### STEVEN HARLEY AND CATINA ROONEY-HARLEY **18702 NORTHCLIFF STREET ORLANDO, FLORIDA 32833**

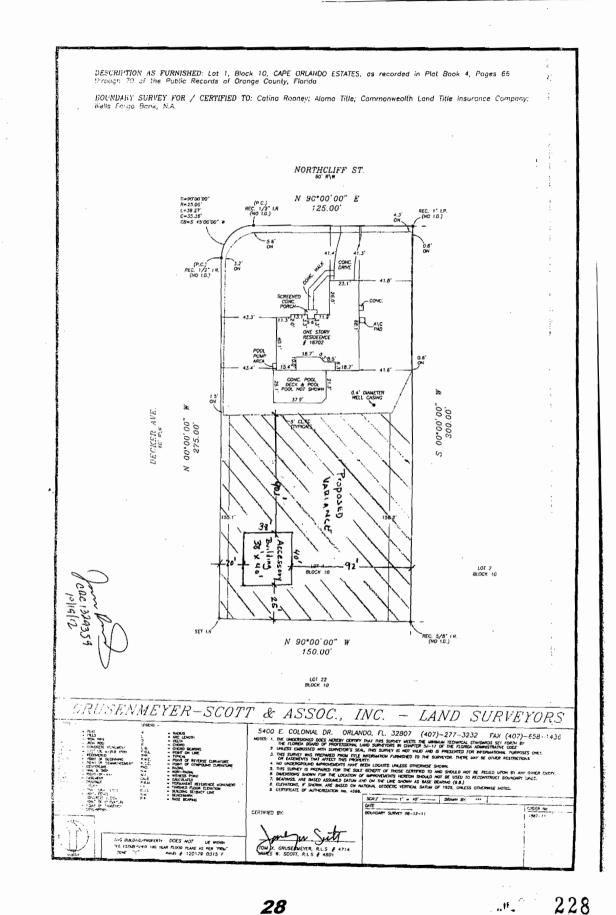
To: Orange County Board of Zoning Adjustment (BZA)

Re: Cover Letter

I, Steven Harley, am requesting to build an Accessory Building on my property. This request is sought because of the zoning change in January 1972, where our properties were changed from A-"Agriculture" to R1A-"Single Family Residential." Single Family Residential is mainly used for lots less than 7500 sq. ft., and our lands in the Wedgefield area have a Future Land Use (F.L.U.) of "Rural." Also, the Zoning Rule states: "The cumulative square footage of all detached accessory buildings shall be limited to a maximum of five hundred (500) gross square feet of floor area or to twenty five (25) per cent of the living area of the principal residence on the property, which-ever is greater, but in no event larger than one thousand (1,000) square feet."

The construction proposed will be metal walls, metal roof, and concrete slab. The Accessory Building will be fifteen hundred (1,500) square feet. The dimensions are 38 ft. wide x 40 ft. long x 14 ft. high. The construction will be at a distance of 20 ft. from the property line on Decker Street side and 25 ft from the rear property line. The proposed height is 14 ft.

Respectfully, Ju ful 10/11/12 Steven Harley



#### RICHARD L MEDINA - VA-12-12-089

REQUEST: Variance in PD zone to construct an addition(with concrete block knee wall and aluminum roof) to a single family residence 7 ft. from the rear property line in lieu of 20 ft. (NOTE: This is a result of Code Enforcement action) 10428 Jutland Ct. ADDRESS: LOCATION: West side of Jutland Ct., 400 ft. south of Gateway Ave. S-T-R: 07-24-29 TRACT SIZE: 75 ft. x 90 ft. DISTRICT#: 1 LIME TREE VILLAGE 7/72 LOT 206 LEGAL: PARCEL ID: 07-24-29-5085-02-060

**DECISION:** Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following condition: (unanimous) The applicant shall obtain a permit for the addition within 90 days of final variance approval.

**SYNOPSIS:** The applicant was cited by Code Enforcement for building a knee wall without permits. Later, when the applicant applied for permits to rectify the situation, the applicant learned that the addition would not meet the rear setback requirements of a 20ft. minimum.

The applicant applied for a variance 7 ft. in lieu of 20 ft. from the rear property line.

Ten commentaries in favor or of no objection were received including, The Lime Tree Village Community Club Association and the abutting property owner to the rear. Staff received one commentary in opposition.

The BZA recognized that the precedent has been set by another property within the subdivision and there was very little opposition and approved the request subject to the condition that the applicant obtains the permit within 90 days of final variance approval. There was no opposition at the hearing.

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Applicant: MEDINA RICHARD L

BZA Number: VA-12-12-089

BZA Date: 12/06/2012

District: 1

Sec/Twn/Rge: 07-24-29-NE-A

Tract Size: 75 ft. x 90 ft.

Location: West side of Jutland Ct., 400 ft. south of Gateway Ave.





# RICHARD MEDINA

10428 Jutland Ct. Orlando, FL 32821 321-284-7017

September 26, 2012

Orange County Zoning Division 201 S. Rosalind Avenue P.O. Box 2687 Orlando, FL 32802-2687

To Whom it may Concern,

I am requesting a variance to go from a 20 foot property line to a 7 foot property line.

I am wanting to add a screen room to the back of my house to help cut down on the energy cost. During the summer we get the afternoon sun which is very hot causing our power bill to run over \$200.00 a month. In this economy I think we all need to do what we can to conserve as much energy as we can. I also would like it as a outdoor entertainment area, as of right now I don't have an area for this except my front driveway and it is not covered.

I feel like this will only add to the value to my home and since none of my neighbors object, I am hoping to receive this variance to continue with the completion of this screened in room.

, Sincerely,

**Richard Medina** 





LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION, INC

5303 Gateway Avenue, Orlando, Florida 32821

VOICE 407-351-3551 FAX 407-352-6542

September 11, 2012

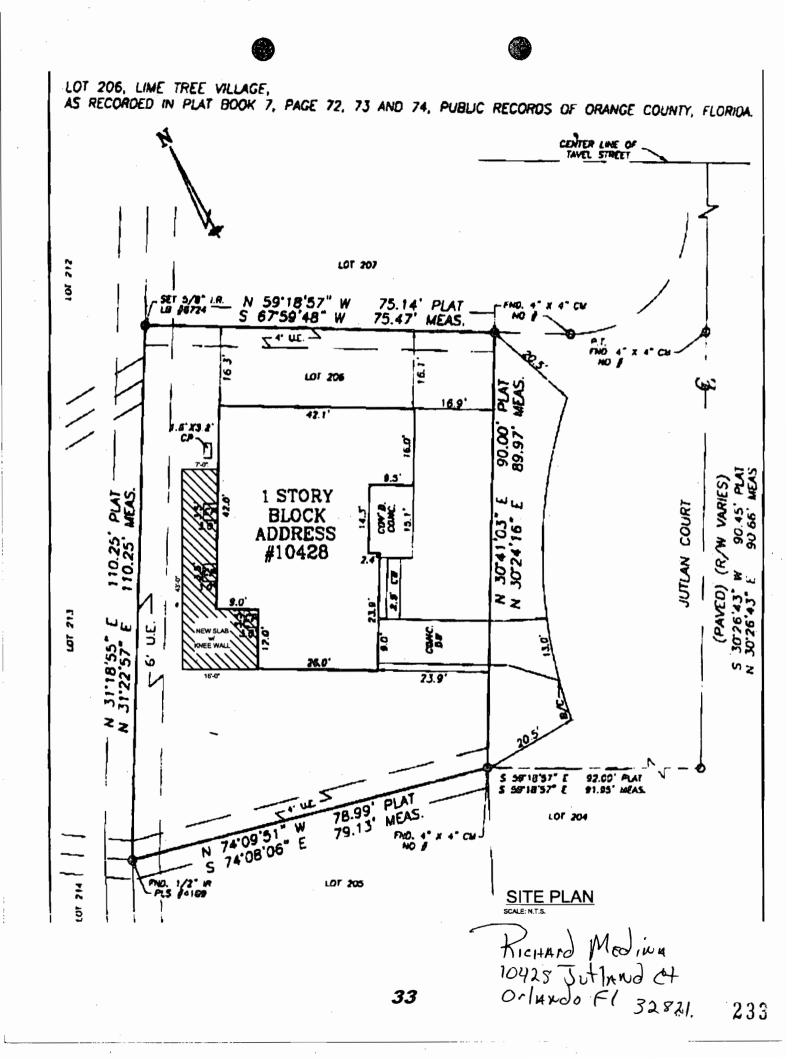
### TO WHOM IT MAY CONCERN

RE: Easement Variance Request by Rick Medina of 10428 Jutland Court, Orlando., FL 32821

On Monday, September 10, 2012, the Board of Directors voted"no objection" regarding Rick Medina's application for an easement variance.

Sincerely,

# THE BOARD OF DIRECTORS LIME TREE VILLAGE COMMUNITY CLUB ASSOCIATION INC.





# CASE #VA-12-12-089 Orange County Zoning Division Planner: Kimberly Catrett Board of Zoning Adjustment 12/06/2012 Commission District: 1

# **GENERAL INFORMATION:**

APPLICANT: RICHARD L. MEDINA

REQUEST: Variance in PD zone to construct an addition (with concrete block knee wall and aluminum roof) to a single family residence 7 ft. from the rear property line in lieu of 20 ft.

(NOTE: This is a result of Code Enforcement action)

LOCATION: West side of Jutland Ct., 400 ft. south of Gateway Ave.

PARCEL ID: 07-24-29-5085-02-060

TRACT SIZE: 75 ft. x 90 ft.

DISTRICT #: 1

ZONING: P-D

# STAFF RECOMMENDATION:

If the BZA recommends approval the following conditions shall apply:

1. The applicant shall obtain a permit for the addition within 90 days of final variance approval.

## MARIANO RAMOS - VA-12-12-092

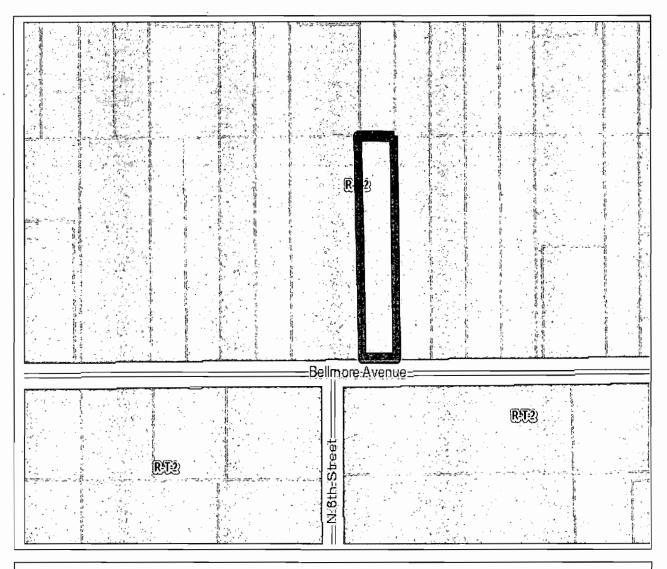
Variance in R-T-2 zone to allow accessory building cumulative square REQUEST: footage of 836 sq. ft. in lieu of 500 sq. ft. (Note: There is an existing 336 sq. ft. accessory building on-site. Applicant proposes a second accessory building 500 sq. ft. in size) 18405 Bellmore Ave. ADDRESS: LOCATION: North side of Bellmore Ave., 1 mile south of Lake Pickett Rd. S-T-R: 15-22-32 TRACT SIZE: 101 ft. x 520 ft. DISTRICT#: 5 LEGAL: EAST ORLANDO ESTATES SECTION B X/122 LOT 436 (LESS E1/2 THEREOF) PARCEL ID: 15-22-32-2331-04-360

**DECISION:** Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met. (unanimous)

**SYNOPSIS:** The applicant is proposing a 20 ft. x 25 ft. steel shed to store her motorcycle, riding mower and car.

Staff advised the BZA the lot is elongated and the garage will not be seen by the road.

The BZA concluded this was a minimum variance. There was no opposition to this request.



Applicant: MARIANO RAMOS

BZA Number: VA-12-12-092

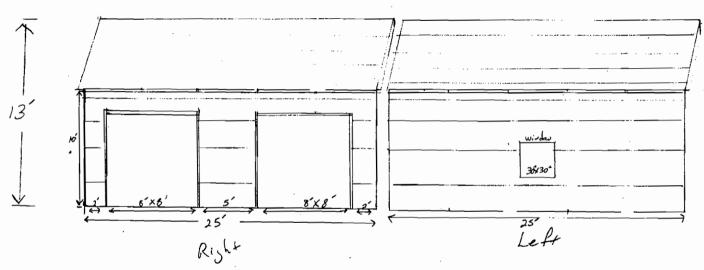
BZA Date: 12/06/2012

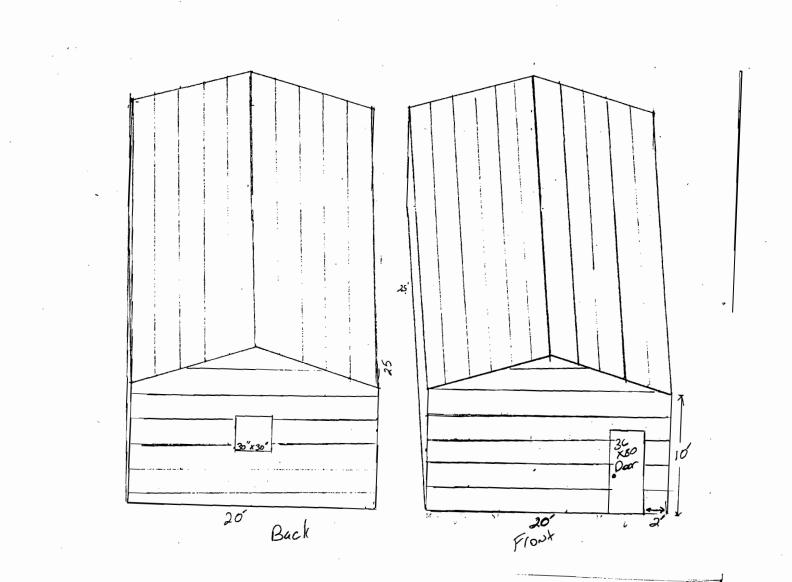
District: 5

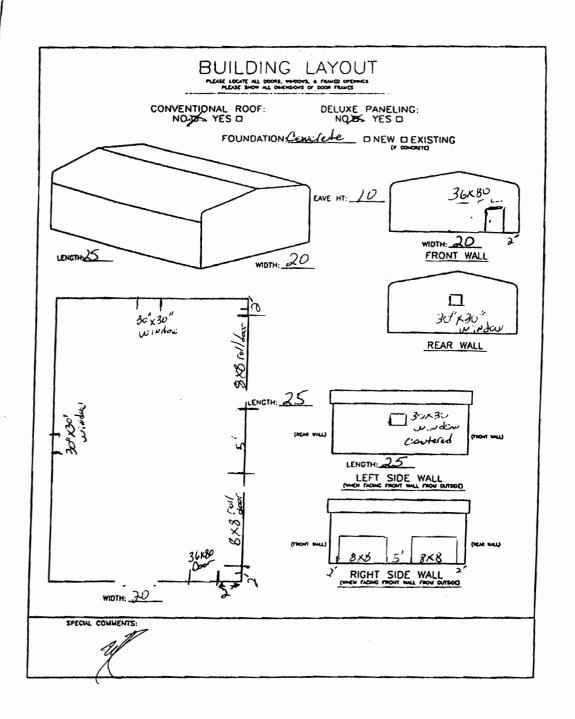
Sec/Twn/Rge: 10-22-32-SW-C

Tract Size: 101 ft. x 520 ft.

Location: North side of Bellmore Ave., 1 mile south of Lake Pickett Rd.







# 1/A-12-12-092

To whom it may concern:

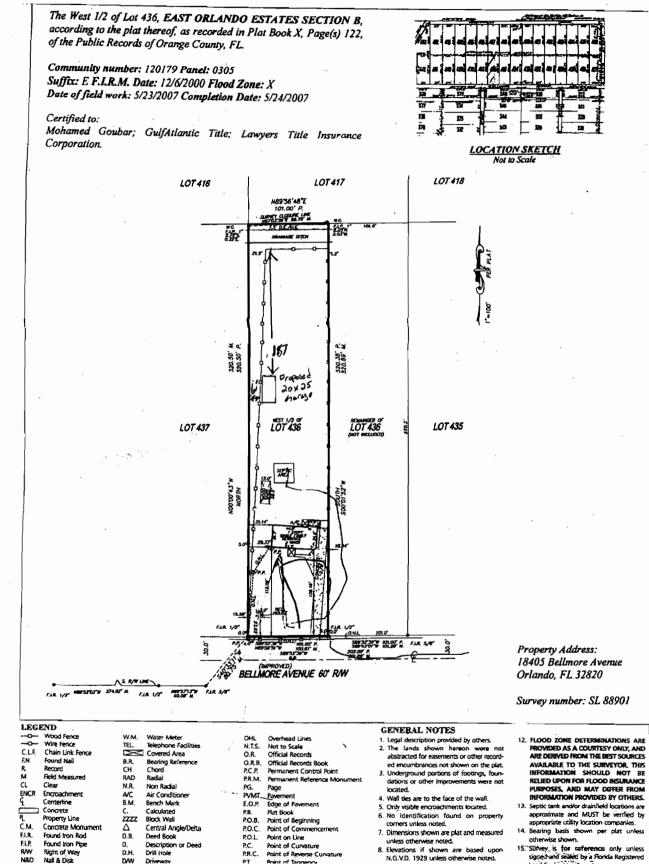
My name is Mariano Ramos III and I reside at 18405 Bellmore Avenue, Orlando, FL 32820. I am proposing the construction of a 20' X 25' steel garage with a cement floor. This proposed project will be constructed by Orlando Steel Enterprises. Currently, I am zoned for a total allowance of 500 square feet in detached structures on my property. I currently have a 12' X 28' wood shed totaling 336 square feet. I am applying for this variance because the wood shed already existing on my property will put me above the 500 square foot limit and prohibit me from applying for a building permit for the proposed steel garage. The proposed structure will be 6' from my west property line, 187' from my north property line, 74' from my east property line and 288' from my south property line. It will reach 10' at its highest point. The structure will be used to store my motorcycle, car and riding lawnmower to protect them from the elements. I have spoken to my neighbors and none of them have expressed any opposition to said proposed project. I have enclosed signed letters of no objection from them. I am hoping to have this variance approved so that I can protect my valuable possessions from potential damage caused by this area's often inclement weather. Thank you for your time and consideration.

Your th anoio

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Mariano Ramos III



15: Survey is for exference only unless signed and sealed by a Rorida Registered

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# A&A TOWING - SE-12-12-095

REQUEST: Special Exception and Variance in C-3 zone as follows:
1) Special Exception: To allow automotive towing service in conjunction with auto repair business; and
2) Variance from providing a Type B landscape buffer along the eastern property line adjacent to retention pond.

ADDRESS: 1611 N Forsyth Rd.

LOCATION: East side of N. Forsyth Rd. 200 ft. north of E. Colonial Dr.

**S-T-R:** 23-22-30

TRACT SIZE: 15,234 sq. ft.

DISTRICT#: 5

- LEGAL: THAT PT F/N/A LOT 28 BLK A & N1/2 OF VAC ALLEY ON S THEREOF IN TIFFANY TERRACE U/138 VAC PER OR 4013/1548 NOW BEING DESC AS COMM SW COR LOT 1 OF SAID BLK A RUN N 185.84 FT FOR POB TH N 119.74 FT E 178.12 FT S 47.35 FT SWLY TO PT 15.75 FT N OF EXT OF E LIN
- PARCEL ID: 23-22-30-0000-00-066

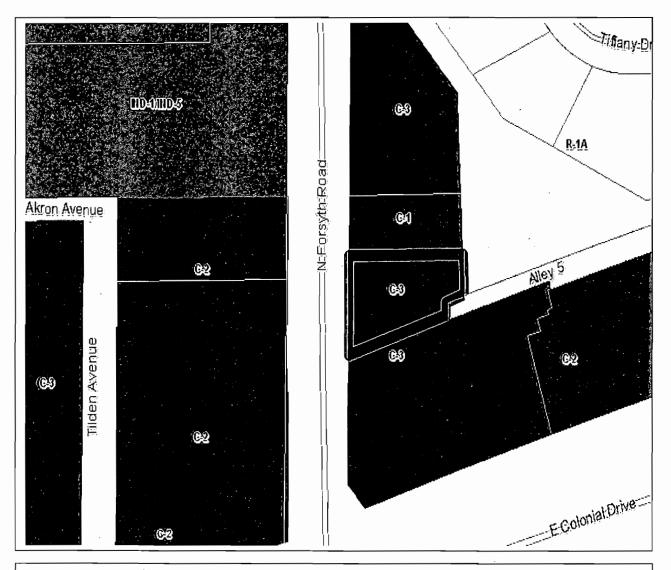
**DECISION:** Approved the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; and approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions: (unanimous)

- 1. Development in accordance with the site plan dated 10/29/2012 and all other applicable governmental rules and regulations. Any changes, deviations, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes to be reviewed by the Board of Zoning Adjustment (BZA) for the administrative approval or determine if the applicant's changes require a BZA public hearing:
- 2. A maximum on-site storage of thirty (30) wrecked or inoperable vehicles. These vehicles shall be stored behind the principle building.
- 3. No vehicle may remain on-site for more than fifty (50) days.
- 4. Vehicle stacking is prohibited.
- 5. The existing masonry wall shall remain along the east property line. A six (6') privacy fence shall be installed on the remaining sides of the property to prohibit viewing the vehicles from outside the property lines.

**SYNOPSIS:** The applicant stated that he would like to modify condition #5 regarding the masonry wall to have the ability to move the wall closer to the property line. The wall was constructed seven feet inside the property line. The additional space could be used to store vehicles. The board voiced their concerns. The condition was not modified.

Staff received six letters of no objection, two commentaries in support and three in opposition. No one spoke in opposition at the hearing.

The Board approved the request with 5 conditions unanimously.



Applicant: A&A TOWING

BZA Number: SE-12-12-095

BZA Date: 12/06/2012

District: 3

Sec/Twn/Rge: 23-22-30-NW-B

Tract Size: 15,234 sq. ft.

Location: East side of N. Forsyth Rd. 200 ft. north of E. Colonial Dr.

# Charles W. Franklin Auto Body Repair & Towing P.O. Box 1987 • Orlando, FL 32802 Phone: (407)883-2618 • Facsimile: (407)286-0255

October 17, 2012

Orange County Zoning Division 201 South Rosalind Avenue Orlando, Florida 32801

#### Re: Special Exception – 1611 N. Forsyth Road, Orlando, Florida 32807

I am hereby requesting a zoning exception for 1611 N. Forsyth Road, Orlando, Florida 32807 so that my business will always remain in conformity with Zoning Ordinance Number 97-05, § 5s, 4-29-97. See Attached Exhibit "A". We are making this request to ensure that our vehicles are allowed to remain on the lot for a sufficient enough time to make vehicle repairs and also to obtain titles from the Department of Motor Vehicles.

There is already one (1) existing structure with a three (3) bay garage, one (1) office and one (1) paint booth which is properly zoned. Our hours of operation are Monday through Friday from 9:30 a.m. to 5 p.m. and Saturday from 10 a.m. to 4:30 p.m. In the past vehicles have remained on the premises for extended periods of time with no problem, however, we want to ensure that we are in full conformity with your ordinances and regulations. The business will be expanded to also perform towing for the Florida Highway Patrol. Our business is already located at 1908 N. Forsyth Road so this will not increase traffic or road hazard. There are approximately ten to fifteen cars parked on premises at a time which is not likely to change due to the small size of the lot. If vehicles remain for an extended time or more than fifteen vehicles are on the lot, we will take those vehicles to our overflow lot at 8320 E Colonial Drive, Orlando, FL 32817.

All vehicles will be parked in the rear of the building. The building itself completely blocks the storage/parking lot from public view. No one will be able to see the vehicles from the street or neighboring properties. Privacy fences will be installed on the sides and front, and the rear wall is already made of cinder block. We will also make several aesthetic improvements to the building which will greatly enhance city beautification and raise property values.

Our business will always be in conformity with zoning ordinances. No vehicle will ever remain on-site for more than fifty (50) days and there will never be more than thirty (30) inoperable or wrecked vehicles on-site. Generally, the only vehicle that will be parked more than a few days are vehicles in which we completing auto body repair and vehicles for which we are awaiting title from the Department of Motor Vehicles.

Thank you in advance for your help in this matter.

Kindest Charles W. Franklin

#### ORANGE COUNTY CODE

from the wall face a minimum of three (3) inches. Decorative metal railings, or other trim components installed along the top of such knee walls, shall be encouraged.

- (3) Dumpsters, loading docks, compactors, and the like shall be screened so as not to be visible from adjacent rights-of-way and/or adjacent residentially-zoned properties. To the greatest extent possible, steps shall also be taken to noise-buffer such store service areas from adjacent residentiallyzoned parcels, and shall comply with all existing noise pollution performance standards.
- (4) Whenever available, reclaimed water shall be used for irrigation in accordance with Orange County's Reclaimed Water Ordinance No. 94-21 [section 37-651 et seq. of this Code], as may be amended from time to time.

(Ord. No. 92-42, § 1, 12-15-92; Ord. No. 98-29, §§ 2-4, 10-20-98; Ord. No. 2001-14, § 5, 6-19-01; Ord. No. 2003-11, § 12, 8-26-03; Ord. No. 2007-01, § 7, 3-20-07)

#### Sec. 24-5. Buffer yards.

\$ 24-4

The buffer yards prescribed in this section are intended to reduce, both visually and physically, the negative impacts generated by 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 community commercial (C-2) and general industrial (I-2, I-3 or I-5) uses from all residential

Supp. No. 61

1652.2

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.

- Type C, opaque buffer. This buffer classi-(3)fication shall be used to separate neighborhood commercial (C-1) and light industrial (I-L) 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.
- Type D, opaque buffer. This buffer classi-(4) fication 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

#### ZONING

(129) Reserved.

(Ord. No. 97-05, § 5s, 4-29-97; Ord. No. 98-37, § 7, 12-15-98)

-----> (130) An automobile towing service shall be a permitted use, provided that it complies with the following standards:

- a. Maximum on-site storage of thirty (30) wrecked or inoperable vehicles.
- b. No vehicle may remain on-site for more than fifty (50) days.
- c. Vehicle stacking is prohibited.
- d. A Type B landscape buffer is required if the use is located adjacent to any residential use, residential zoned district or residential future land use designation.
- e. If the site is used to store automobiles, then automobile towing services require special exceptions in the C-3 zoning district. If the site is not used for the storage of automobiles, then automobile towing service is permitted in the C-3 zoning district.
- (Ord. No. 99-17, § 4, 9-21-99)
- (131) A funeral chapel shall be defined as a facility within which the primary activity is the planning and conducting of funeral services. A funeral chapel shall not provide on-site space to conduct the practice of embalming as defined in F.S. § 470.002(6), nor shall it contain cinerator shape as defined in F.S. § 470.002(14) for the purpose of cremation. No refrigeration or long term storage facilities for dead human bodies shall be allowed in a funeral chapel. The following additional conditions shall apply to funeral chapels:
  - a. Parking shall be in accordance with article XI, chapter 38 of the Orange County Code;
  - b. Landscaping shall be in accordance with chapter 24 of the Orange County Code;
  - Overnight outdoor parking of commercial vehicles shall be prohibited;

- d. Primary access to the facility shall not be by way of a residential street;
- e. On-site lighting shall be directed internal to the site and away from adjacent residential properties;
- f. Only one (1) ground sign no greater than forty (40) square feet of copy area and no greater than eight (8) feet in height shall be permitted. Setbacks shall be in accordance with section 31.5-67.
- (132) Parks and recreation areas owned and operated by nonprofit organizations, may be permitted only by special exception, except for parks and recreation areas (i) approved in conjunction with a preliminary subdivision plan (Chapter 34, Orange County Code), or (ii) located inside a platted residential subdivision and notarized letters of no objection are submitted by the President of the Homeowner's Association (if applicable) and all abutting property owners.

(Ord. No. 95-20, § 14, 7-25-95; Ord. No. 97-05, § 5t, 4-29-97; Ord. No. 2004-01, § 7, 2-10-04; Ord. No. 2008-06, § 11, 5-13-08)

(133) All applicable provisions of section 38-1427, communication towers applies.

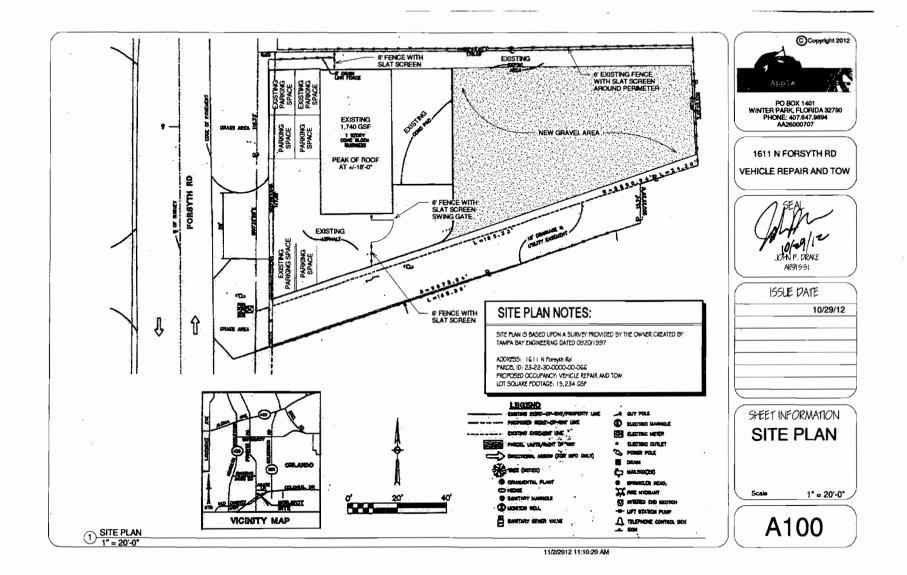
(Ord. No. 95-25, § 3, 8-29-95; Ord. No. 97-11, § 3, 6-23-97)

 (134) Not permitted in existing duplex or singlefamily detached projects, or when restricted to single-family or duplex uses.
 (Ord. No. 95-25, § 3, 8-29-95)

Supp. No. 68

2872.16.5

247





# STAFF REPORT CASE #SE-12-12-095 Orange County Zoning Division Planner: Jeffrey Ball Board of Zoning Adjustment December 6, 2012 Commission District: 3

# GENERAL INFORMATION:

APPLICANT: A&A TOWING

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception and Variance in C-3 zone as follows:

1) Special Exception: To allow automotive towing service in conjunction with auto repair business; and

2) Variance from providing a Type B landscape buffer along the eastern property line adjacent to retention pond.

LOCATION: East side of N. Forsyth Rd. 200 ft. north of E. Colonial Dr.

PROPERTY ADDRESS: 1611 N Forsyth Rd.,

PARCEL ID: 23-22-30-0000-00-066

PUBLIC NOTIFICATION: 83

TRACT SIZE: 15,234 sq. ft.

DISTRICT #: 3

ZONING: C-3

EXISTING USE(S): Auto repair

PROPOSED USE(S): Auto towing yard

SURROUNDING USES: N - Retention pond

- N Retention pondS - Strip commercial E - Retention pond
- W ROW/vacant

**.** 249

# STAFF FINDINGS AND ANALYSIS:

1. The applicant intends on utilizing the existing 1,740 sq. ft. building and yard to repair and store vehicles. Vehicle storage in a C-3 zone is a Special Exception.

2. The applicant is requesting a variance regarding buffering adjacent to residential (retention pond to the East). The applicant has stated that a privacy fence will be provided around the perimeter of the storage yard.

3. The Orange County Code prohibits stacking of vehicles and limits the time the vehicles can be stored on-site to 50 days.

4. Staff supports the request based on the surrounding compatibility with the adjacent land uses as stipulated in Orange County Code, Section 38-78.

# STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- Development in accordance with the site plan dated 10/29/2012 and all other applicable governmental rules and regulations. Any changes, deviations, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes to be reviewed by the Board of Zoning Adjustment (BZA) for the administrative approval or determine if the applicant's changes require a BZA public hearing:
- 2. A maximum on-site storage of thirty (30) wrecked or inoperable vehicles. These vehicles shall be stored behind the principle building.
- 3. No vehicle may remain on-site for more than fifty (50) days.
- 4. Vehicle stacking is prohibited.
- 5. The existing masonry wall shall remain along the east property line. A six (6') privacy fence shall be installed on the remaining sides of the property to prohibit viewing the vehicles from outside the property lines.

# c.c. A&A TOWING

## JAIN TEMPLE - SE-12-12-088

REQUEST:	<ul> <li>Special Exception and Variance in R-CE zone as follows:</li> <li>1) Special Exception: To use existing residence as a religious use facility (temple for up to 10 members) and</li> <li>2) Variance: To allow unpaved parking spaces and driving aisles in lieu of paved</li> </ul>
ADDRESS:	8963 Gaylord St.
LOCATION:	Northeast corner of S. Apopka-Vineland Rd. and Gaylord St.
S-T-R:	15-23-28
TRACT SIZE:	156 ft. x 236 ft.
DISTRICT#:	1
LEGAL:	BEG 620.7 FT S & 30 FT E OF NW COR OF SW1/4 OF NW1/4 RUN E 236 FT S 186.3 FT W 236 FT N 186.3 FT TO POB (LESS S 30 FT FOR RD R/W) (LESS BEG 30 FT E & 554.48 FT N OF NW COR OF SW1/4 TH N 156.24 FT E 15.25 FT SLY 13.47 FT SLY 412.84 FT W 10.01 FT TO POB TAK
PARCEL ID:	15-23-28-0000-00-030

**DECISION:** Denied the Special Exception request in that the Board finds it did not meet the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does adversely affect general public interest; and denied the Variance request in that there was no unnecessary hardship shown on the land; and further, it did not meet the requirements governing variances as spelled out in Orange County Code, Section 30-43(3). (unanimous)

**SYNOPSIS:** The applicant is proposing a religious use conversion of the residence on-site.

Staff advised the BZA of the previous zoning requests in the area, including the background to a similar request in the immediate area. Staff advised the BZA the existing homeowners in the immediate area are seeking protection from non-residential intrusion in their small community. In summary, staff advised the applicant, the BZA and the neighbors that prayer services by the homeowner and his guests were permitted.

The applicant gave a brief presentation. He summarized his plan of worship and church use.

One citizen spoke in favor of the request. She advised the BZA she supported religious diversity in a community.

Four surrounding residents spoke in opposition. They had concerns about commercial intrusions into their neighborhood, the likelihood of future church use expansion once this request receives approval, and the lack of compatibility this religious has with the surrounding homes.

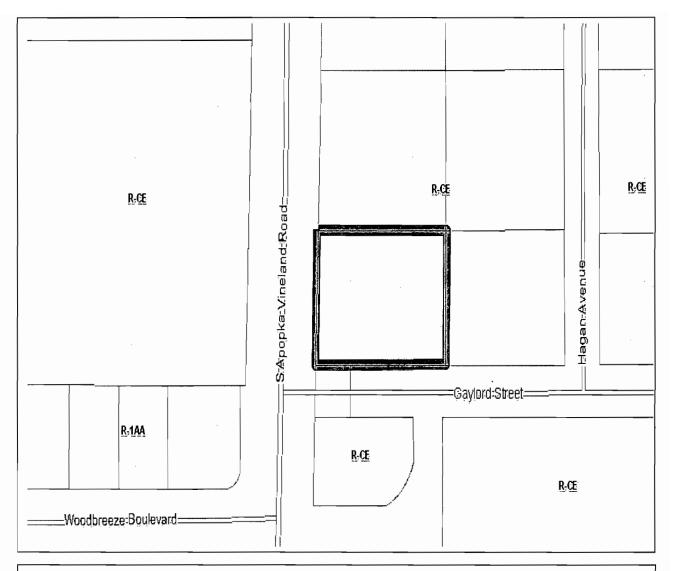
The BZA pointed out that they have protected this enclave of homes in the past and should continue to do so.

The BZA denied the requests unanimously.

BOARD OF ZONING ADJUSTMENT MEETING OF December 6, 2012

52

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Applicant: JAIN TEMPLE

BZA Number: SE-12-12-088

BZA Date: 12/06/2012

District: 1

Sec/Twn/Rge: 15-23-28-NW-B

Tract Size: 156 ft. x 236 ft.

Location: Northeast corner of S. Apopka-Vineland Rd. and Gaylord St.

FLU1.4.4 The disruption of residential areas by poorly located and designed commercial activities shall be avoided. Primary access to single-family residential development through a multi-family development shall be avoided. (Added 12/00, Ord. 00-25, Policy 3.2.12-r).

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# MANOHAR JAIN

4800 s Apopka Vineland rd Orlando FL 32819 Phone (407)876-5555 Fax (407)876-5557 Cell (407)595-6990 Email Jainemergicare@aol.com

October 17, 2012

Orange county zoning division

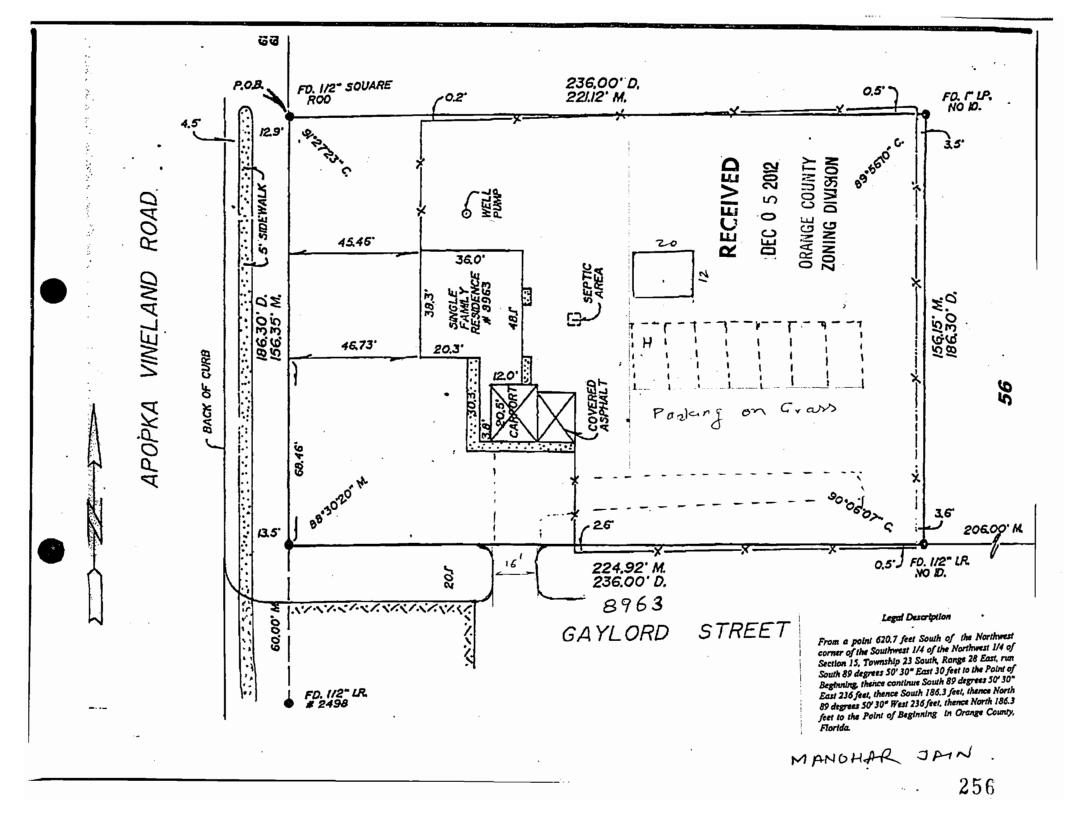
Board member,

I would like to get variance on subject property for temple on 8963 Gaylord street Orlando FL 32819 Days of operation - Everyday Hours- 6pm -8pm (and occasionally from 6pm-10pm) Number of members- 8 to 10 Number of outdoor activities- 2 to 4per year Property is currently fenced with a chain link fence Property has existing entrance Property has a 1400 sq ft house One story building of approximately 20 ft high Parking in the property will be on the grass Handicap parking will be assigned

Sincerely,

N

Signature



#### Relvini, Rocco

From:	JAYJIN [jainemergicare@aol.com]
Sent:	Thursday, November 15, 2012 1:55 PM
To:	Relvini, Rocco
Subject:	Re: Jain Temple

Hi Rocco,

Our proposition is for Jain temple which will be a place to worship Indian Gods and Goddesses. Indian religion has many Gods and Goddesses and way of woshipping is singing devotional songs, chanting mantras and playing instruments with the devotional songs etc. There is a religious festival which is called navratri where devotees do the stick dance in front of the Goddess.

This zoning is for the temple and worship.

It is not for a dancing school or an exercise class.

Religious use is 100%.

It is not a social club.

Denomination is Jainism and the Goddess Amba.

Yes we intend to file with the State of Florida our Articles of Incorporation for a religious use.

Yes we intend to conduct religious services. We will do religious services in the evening 6 to 8 pm every evening. We will have statues of the God and Goddesses and we sit in front of the God and do the worship. Yesterday was Diwali which is a festival of lights and celebrated all over India and we worship the Goddess Luxmi which is the Goddess of wealth. We do puja where we light up diyas (like candles). People are preached to good deeds and enlighten the soul. Please call me if you have any further questions.

Manohar and Usha Jain

Original Message-----

From: Rocco.Relvini < Rocco.Relvini@ocfl.net>

To: jainemergicare <jainemergicare@aol.com>

Cc: vgupta <vgupta@parksquarehomes.com>; Scott.Boyd <Scott.Boyd@ocfl.net>

Sent: Thu, Nov 15, 2012 10:23 am

Subject: Jain Temple

Dr. Jain:

County staff is still not clear what you are proposing. Can you provide a very clear description of your proposed "temple". What makes this religious? What percentage of your use is religious, dancing, exercise? Is this a social club? What denomination is this? Are you a certified religious use by the State of Florida? Do you intend to file with the State of Florida your Articles of Incorporation for a religious use? Do you intend to conduct religious services? When? Please describe in great detail what your proposed use is?

PLEASE NOTE: Florida has a very broad public records law (F. S. 119).

All e-mails to and from County Officials are kept as a public record.

Your e-mail communications, including your e-mail address may be

disclosed to the public and media at any time.

#### ORANGE COUNTY CODE

isting" status after sixty (60) calendar days, the applicant must satisfy subsection a, b, c, or d above. Only one liquor license application per business entity shall be accepted for any proposed location within the sixty (60) day period.

- (2) When used together with the term "park," the word "preexisting" shall mean as follows:
  - a. The park is already being used; or
  - b. The park site has been approved or otherwise designated by the appropriate governing body

(Ord. No. 2004-01, § 2, 2-10-04)

Quadraplex, see dwelling, four-family. (Ord. No. 93-11, § 2, 4-27-93)

*Recreation space* shall mean that portion of land specifically allocated to serve the recreational needs of the neighborhood or community.

Religious institution shall mean a premises or site which is used primarily or exclusively for religious worship and may include related or attendant religious oriented activities, such as education, recreation, or outreach. A religious institution includes, but is not limited to, a church, mosque, synagogue, or temple. (Ord. No. 2008-06, § 4, 5-13-08)

• *Restaurant* shall mean any establishment where food is served for consumption off the premises or within an enclosed building.

*Retail sale of sparklers* shall mean a business engaged in the sale of sparklers to consumers at retail.

(Ord. No. 2004-01, § 2, 2-10-04)

Ringelmann Chart shall mean a method of designating smoke density or opacity as designated in the U.S. Bureau of Mines Information Circular No. 7718 and subsequent amendments thereto.

*Roof line* shall mean the top edge of a roof of building parapet, whichever is higher, excluding any cupolas, pylons, chimneys or minor projections.

Schools (charter) shall mean those schools organized as a nonprofit organization which have applied for and received authorization from the Orange County School Board to operate as a charter school for kindergarten, elementary and/or secondary school grades in accordance with the Florida Statutes pertaining to charter schools which became law in 1996, as that statute may be amended or replaced.

(Ord. No. 96-31, § 1, 10-8-96)

Schools (private) shall mean any non-public school offering kindergarten, elementary and/or secondary school grades on a full-time, regular attendance basis; such private schools include, but are not limited to, parochial, religious or denominational schools and private institutions supported in whole or in part by tuition charges or by endowments or gifts.

(Ord. No. 96-31, § 1, 10-8-96)

Schools (public) shall mean publicly supported and controlled schools under the jurisdiction of the Orange County School Board consisting of kindergarten, elementary and/or secondary school grades.

(Ord. No. 96-31, § 1, 10-8-96)

Screen room shall mean a nonhabitable structure consisting of solid aluminum roof panels, attached to the principal structure. Such room shall be open and unenclosed on the projecting three (3) sides, supported by aluminum columns. The aluminum columns may only support screen mesh, solid aluminum kick panels up to twentyfour (24) inches in height above the floor of the room and/or vinyl panels which are seasonal, nonpermanent and removable. The screen mesh shall be the type not less than fifty-five (55) percent open.

Service station, see "Automobile service station."

Shopping center shall mean one (1) or more retail stores and/or service establishments containing a minimum of fifteen thousand (15,000) square feet of floor space.

Short-term rental shall mean where the length of stay under the rental or lease arrangement is one hundred seventy-nine (179) days or less. Examples of nonresidential uses requiring short-

Supp. No. 81



STAFF REPORT CASE #SE-12-12-088 Orange County Zoning Division Board of Zoning Adjustment December 6, 2012 Commission District: 1

# **GENERAL INFORMATION:**

APPLICANT: JAIN TEMPLE

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception and Variance in R-CE zone as follows:

1) Special Exception: To use existing residence as a religious use facility (temple for up to 10 members)

2) Variance: To allow unpaved parking spaces and driving aisles in lieu of paved

LOCATION: Northeast corner of S. Apopka-Vineland Rd. and Gaylord St.

PROPERTY ADDRESS: 8963 Gaylord St.,

TRACT SIZE: 156 ft. x 236 ft.

DISTRICT #: 1

ZONING: R-CE

EXISTING USE(S): SFR

PROPOSED USE(S): Religious Temple

SURROUNDING USES: The subject property is located in a small enclave of remaining single family homes. There are religious use campuses to the north, south and west.

## STAFF FINDINGS AND ANALYSIS:

1. The applicant proposes to convert a single family residence into a religious use (temple). The application states up to 10 members will use the temple;

2. The subject site is located within a small enclave of single family homes bounded by Farley St. to the north, Galaxy Way to the east, Gaylord St. to the south and Apopka-Vineland Rd. to the west.

3. This is the 3rd attempt by a different applicant to change the land use within this small enclave of homes from single family to either a religious use or day care center. The previous 2 attempts were denied by the BZA/BCC and Circuit Court.

4. On April 9, 2010, the Circuit Court for the Ninth Judicial Circuit, in and for Orange County, Florida, agreed with the petitioners (the neighbors). The Circuit Court concluded there was not sufficient competent evidence to support the BCC's decision;

5. This request proposes to insert a non-residential use inside a small residential community of homes. Section 38-78(3) (Special Exception Criteria) requires all special exception uses to not act as detrimental intrusions into a surrounding area. Staff's position is this request violates this provision of the Code;

6. Future Land Use Element 1.4.4 of the Orange County Comprehensive Plan states, 'The disruption of residential areas by poorly located and designed commercial activities shall be avoided.' Staff's position is this request violates this provision of the Comprehensive Plan;

7. The application includes a Variance request to allow unpaved parking spaces and driving aisles. The application does not demonstrate how the variance request complies with the variance criteria. Staff's position is the request would result in the conferring of a special privilege to this applicant that other property owners in this area are enjoying;

8. The Code Enforcement Division has issued a citation to this property owner for the outside storage of junk, trash, tires and boats. The applicant is in the process of removing the debris;

9. The Development Engineering Division has informed this office that if parking spaces and driving aisles require paving, then storm water management will be required. The plan does not show any storm water management accommodations;

10. A community meeting was conducted at the subject site on 11/14/12. There were approximately 30 attendees, half of which were surrounding property owners. The surrounding property owners were in opposition to the request; and

11. It is still not clear whether the applicant intends to continue to rent out the house as a single family residence while operating the proposed temple.

### STAFF RECOMMENDATION:

Staff cannot support the request because it does not comply with the following zoning and comprehensive plan regulations and policies:

- 1. Section 38-78(3) Special Exception Criteria: The proposed use acts as a detrimental intrusion into a residential area.
- 2. Comprehensive Plan Future Land Use Element 1.4.4: "The disruption of residential areas by poorly located and designed commercial activities shall be avoided".
- 3. Section 30-43(3) Variances: The request does not demonstrate compliance with the variance criteria.

c.c. Manohar Jain, 4800 S. Apopka-Vineland Rd., Orlando, FL. 32819



December 10, 2012

TO: Mayor Teresa Jacobs -And-County Commissioners

FROM: Christopher R. Testerman, AICP, Assistant County Administrator

## CONTACT: Glen Finnell, Director, Research and Development, Orange County Sheriff's Office (407) 254-7470

SUBJECT: December 18, 2012 – Public Hearing (Continued from October 30, 2012) Law Enforcement Impact Fee Study Update

On October 30, 2012, a public hearing was scheduled to discuss the Law Enforcement Impact Fee Study ("Study"). However, at that time, the Local Planning Agency (LPA) had not completed the review of the Ordinance and Study. On November 16, 2012, the LPA held a public hearing on the Law Enforcement Impact Fee Study Update. During the hearing, the LPA requested that staff provide additional information concerning certain cost factors. The LPA made a motion to continue the hearing until December 20, 2012. Therefore, the Board of County Commissioners hearing needs to be continued to a date certain to allow the LPA time to complete their review.

The updated Study (dated: April 12, 2012) and the draft ordinance are attached for your information.

# ACTION REQUESTED: CONTINUE THE PUBLIC HEARING UNTIL 2:00, JANUARY 15, 2013. ALL DISTRICTS

CRT/sb

Attachments

C: Glen Finnell, Director, Research and Development, Orange County Sheriff's Office

#### ORDINANCE NO. 2012-

AN ORDINANCE AMENDING THE ORANGE COUNTY LAW

# 6

4

### ENFORCEMENT IMPACT FEE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

8

## BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE

### 10 COUNTY, FLORIDA.

#### Section 1. Amendments to Article II, Chapter 23, Orange County Code. The Orange

12 County Law Enforcement Impact Fee Ordinance, codified at Article II, Chapter 23, of the Orange

County Code, is amended as set forth in Sections 2 through 8 below, with additions being shown by

14 underlines and deletions being shown by strike-throughs.

Section 2. Amendments to Section 23-27 ("Definitions"). Section 23-27 is amended to read

as follows:

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### Sec. 23-27. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Affordable* shall mean as set forth in Orange County Administrative Regulation No. 4.08, as it may be amended or replaced from time to time.

*Calls for service* shall mean requests for law enforcement services which are logged by the sheriff's communication center.

*Capital cost* shall mean any expenditure which, under generally accepted accounting principles for local governments, would be considered a capital expense.

*Certificate of occupancy* shall mean a certificate issued by the county building department upon completion of a building erected in accordance with approved plans, and after final inspection of a building,

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stating the nature of the occupancy permitted, the number of persons for each floor when limited by law, and the allowable load per square foot for each floor in accordance with the Standard Building Code.

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*Commercial/retail* shall include but not necessarily be limited to those land uses defined by Standard Industrial Classification codes 50-59, which include wholesale and retail trade, restaurants, service stations and the like.

*Comprehensive plan* shall mean the 2010-2030 Orange County Comprehensive Plan, adopted by the board of county commissioners on May 19, 2009, in accordance with Florida Statutes, as amended from time to time.

County facilities constructed for nonproprietary governmental purposes shall mean facilities constructed by or for the county to be used for governmental purposes, but shall exclude Orange County Utilities Department and Orange County Convention Center Facilities.

Development shall mean any improvement which requires a building permit.

*Dwelling unit* shall mean single-family and multifamily residential units, attached and detached dwellings, houses of conventional construction, mobile homes, manufactured housing, and all other structures used for permanent residence or for dwelling purposes, regardless of whether occupied by an owner or tenant. The term shall not include hotels, motels or tourist trailer camps.

*Impact fee study* shall mean the "Orange County Law Enforcement Impact Fee Study," prepared by TischlerBise, dated April 12, 2012.

*Low income* shall mean as set forth in Orange County Administrative Regulation No. 4.08, as it may be amended or replaced from time to time.

Mobile home shall mean a structure transportable in one (1) or more sections, which structure is eight (8) body feet or more in width and over thirty-five (35) feet in length, and which structure is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein.

	Multifamily shall mean two (2) or more attached dwelling units.
`'	For the purposes of this ordinance, time-share development shall be
82	considered as multifamily.
84	Office/Institutional shall include but not necessarily be limited to
	those land uses defined by Standard Industrial Classification codes 40-49
86	and 60-99, which include transportation, utilities, government, health care,
	banking, insurance, real estate, personal and business services and the like.
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	Residential development shall mean any development designed or
90	intended to be used as a dwelling unit.
92	Service standard index shall mean a standard for measuring the
	level of law enforcement services based on the number of calls for service
94	received by the Orange County Sheriff's Office per sworn officer per year.
96	Single-family detached shall mean a single dwelling unit not
90	attached to any other dwelling unit.
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50	Very low income shall mean as set forth in Orange County
.00	Administrative Regulation No. 4.08, as it may be amended or replaced
	from time to time.
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	Section 3. Amendments to Section 23-28 ("Findings and declarations"). Section 23-28 is
.06	amended to read as follows:
	Sec. 23-28. Findings and declarations.
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(a) The board of county commissioners finds that new development in the unincorporated areas of the county requires additional governmental services and facilities, including specifically law enforcement services provided by the county sheriff. It is the policy of the board, as set forth in the comprehensive plan, that new development should be permitted to occur only where an adequate level of governmental services and facilities, such as law enforcement, can be provided.

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It is the policy of the board of county commissioners that (b) new development should pay a portion of the overall capital costs related to the additional governmental services and facilities to accommodate that

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new development.

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(c) The purpose of this article is to ensure the provision of an adequate level of law enforcement services throughout the unincorporated area of the county so that new development in the unincorporated area may occur in a manner consistent with the comprehensive plan.

(d) It is the purpose of this article to require new development to bear a portion of the overall capital costs related to the additional law enforcement services made necessary by such new development and to avoid paying those costs from the county's general fund.

(e) The board of county commissioners hereby finds that impact fees provide a reasonable method of regulating new development in the county to ensure that such new development pays a portion of the capital costs of governmental services and facilities necessary to accommodate the new development.

(f) The county sheriff's office provides law enforcement on a countywide basis, as a countywide service, throughout the unincorporated area without regard to the location of or use of specific parcels of property. Because of this public policy the capital facilities and equipment that are funded with impact fee revenue cannot be restricted to the zones or sectors which have been created by the sheriff for patrol purposes. The capital facilities funded by impact fees shall provide law enforcement services to the new users within the unincorporated areas of the county.

(g) The provision of law enforcement services is hereby deemed to be a governmental service to be provided on a uniform countywide basis. All new development creates an impact upon the cost of providing law enforcement services. The cost of providing such services has been allocated according to the type of development which occurs based on the survey of prior calls for service.

(h) The additional impact imposed by new development upon the capital costs of providing law enforcement services occurs at the time that development of the property takes place.

(i) The provisions of this article relating to adequate law enforcement services in the county, the additional law enforcement services needed for new development in the county, the capital costs relating to those additional law enforcement services needed for new development in the county, and the impact fee for those capital costs are based upon and supported by the findings and recommendations contained within the impact fee study. The board of county commissioners hereby approves and adopts those portions of the impact fee study relating to the capital costs of law enforcement services.

(j) The board of county commissioners hereby acknowledges as the existing standard for law enforcement services in the county a service standard index of 745.28 calls for service per sheriff's officer per year, as identified in the impact fee study.

(k) Continuing to provide, at a minimum, the existing level of law enforcement services within the county consistent with the acknowledged service standard index and recommendations of the impact fee study is essential to and in the best interests of the public health, safety, and general welfare of the citizens of the county.

(1) The board of county commissioners hereby declares that nothing in subsection (j) or subsection (k) shall be construed or interpreted as meaning, intimating, inferring or implying that the board does not retain the sole and absolute discretion to deliberate upon and establish the Orange County Sheriff's Office annual budget each fiscal year, or that its discretion to establish that budget each fiscal year will be controlled, subject to, or otherwise affected by the board's findings in subsections (j) and (k).

(m) It is the intent of the board of county commissioners that the impact fees imposed pursuant to this article be used to pay for those capital costs related to the additional law enforcement services required for new development in the county.

(n) Based on the impact fee study, the board of county commissioners hereby finds that there exists a reasonable relationship, or rational nexus, between the capital costs of providing law enforcement at the existing service standard index referenced above and the impact fees imposed on new development by this article.

(o) The board of county commissioners hereby finds that there exists a reasonable relationship, or rational nexus, between the impact fees to be collected pursuant to this article and the expenditure of those funds on capital costs relating to law enforcement services, as limited and restricted by this article.

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Section 4. Amendments to Section 23-29 ("Imposition of fees; periodic updates; annual

*indexing for inflation; time of payment"*). Section 23-29 is amended to read as follows:

# Sec. 23-29. Imposition of fees; periodic updates; time of payment.

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(a) *Fees.* The following impact fees are hereby imposed upon all new development in the unincorporated areas of the county:

Development Type	Impact Fee Per Development Unit
Land Use	
Single-family detached	
(per dwelling unit)	\$271.00
Multifamily	
(per dwelling unit)	\$319.00
Mobile home	
(per dwelling unit)	\$263.00
Hotel/Motel	
(per dwelling unit)	\$135.00
Manufacturing	
(per 1,000 gross sq. ft.)	\$118.00
Warehousing	
(per 1,000 gross sq. ft.)	\$57.00
Commercial/Retail	
(per 1,000 gross sq. ft.)	\$494.00
Office/institutional	
(per 1,000 gross sq. ft.)	\$109.00
Private school	
(per 1,000 gross sq. ft.)	\$32.00
Public school	Exempt under state law

# Law Enforcement Impact Fee Schedule

(b) *Periodic updates.* This article shall be reviewed by the board of county commissioners at least every five (5) years. The review shall consider changes in all of the inputs to the methodology used in the impact fee study to calculate the fees, as well as potential improvements to the methodology itself. The purpose of this review is to ensure the fee charged new development will not exceed its pro rata share for the reasonably anticipated expansion costs of capital facilities and equipment

for law enforcement services necessitated solely by its presence.

(c) *Time of payment.* 

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(1) Except as permitted by subsection (c)(2), law enforcement impact fees imposed on all new development shall be paid as a condition to the issuance of a building permit or for single family homes or duplexes the applicant may elect to pay the applicable impact fee no later than immediately prior to the issuance of the certificate of occupancy. In the case of a mobile home, the fee shall be paid at the issuance of a tiedown permit or at the election of the applicant no later than immediately prior to the issuance of occupancy.

(2) For the following types of projects, the law enforcement impact fee may be paid prior to the authorization of prepower or issuance of a certificate of occupancy (temporary or otherwise), but no pre-power or certificate of occupancy shall be authorized or issued until the impact fee has been paid as provided by subsection (c)(3):

a. A certified multifamily affordable housing project, provided an agreement setting forth the terms and conditions of the discount and deferral of the impact fee has been executed; and

b. A new commercial project (a project without single-family homes or duplexes) with a building permit valuation of at least one million dollars (\$1,000,000.00), provided an impact fee deferral form has been executed and the service charge required under subsection (c)(4) has been paid.

(3) For an eligible commercial project or eligible certified multifamily affordable housing project, the impact fee for the entire project shall be paid when pre-power is authorized for the first building or the first certificate of occupancy is issued.

(4) a. If the law enforcement impact fee is deferred at the time of issuance of the building permit as authorized by subsection (c)(2) for an eligible commercial project, a service charge shall be assessed and a notice of nonpayment setting forth the legal description of the property and the amount of the impact fee liability shall be executed by the county. The county shall serve this notice upon the owner by certified mail and record it in the official records of the county. This notice shall thereupon operate as a lien against such property for the amount of

the impact fee, and all interest, penalties, and the costs and fees for 278 collection, coequal with the lien of all state, county, district and municipal taxes. !80

b. Upon payment of the impact fee, the county shall promptly serve a notice of payment upon the owner by certified mail and record the notice of payment in the official records of the county.

- $(5^{\circ})$ In the event the law enforcement impact fee is not :86 paid prior to the authorization of pre-power or issuance of the certificate of occupancy (temporary or otherwise) under subsection (c)(2) above, the 88 county shall make demand for payment of the fee. If the fee is not paid within fourteen (14) days after the county makes demand: .90
- The county may collect the law enforcement .92 a. impact fee, interest from the date payment was due at the rate fixed by state statute for judgments, a penalty of five (5) percent per month or any 94 portion of a month (not to exceed twenty-five (25) percent), the costs of such collection and a reasonable attorney's fee; and 96
- b. For an eligible housing project, the builder 98 and/or license holder who pulled the building permit may be prohibited from pulling any other building permits until the law enforcement impact 00 fee has been paid.

Amendments to Section 23-30 ("Presumptions, limitations, agreements and Section 5.

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security for review requirements"). Subsection 23-30(d) is amended to read as follows: 04

Sec. 23-30. Presumptions, limitations, agreements and security for review requirements.

- Applicability. The right to use any of the options described (d) 10 in subsection (c) [relating to an impact agreement] shall be exercised prior to the issuance of the first building permit for the proposed development.
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In all other respects, Section 23-30 shall remain unchanged. 16

Section 6. Amendments to Section 23-32 ("Exemptions and discounts"). Section 23-32 is 18

amended to read as follows:

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# Sec. 23-32. Exemptions and discounts.

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(1) Any addition or expansion to a residential building which does not increase the number of dwelling units in the building.

payment of the impact fees imposed pursuant to this article:

The following types of development are exempt from the

(2) Any accessory building for a subordinate or incidental use to a dwelling unit on residential property, which building does not constitute a dwelling unit.

(3) The replacement of a building or structure with a new building or structure, provided the original building or structure was located on the site in 1983 or thereafter. If the land use of the replacement building or structure is different from the original structure, the exemption shall be limited to the equivalent fee for the original structure. Documentation of the existence of the building or structure shall be submitted to the Division of Fiscal and Operational Support. This section is not intended to preclude architectural enhancements or facade improvements to an existing structure as long as no additional net usable square footage is added.

a. The foregoing notwithstanding, for the period from November 13, 2009 through March 31, 2013, the change in use of an existing nonresidential building or structure which was located on the site in 1983 or thereafter, with a new use, regardless of the original use, shall be exempt from the payment of the impact fee imposed pursuant to this article; provided, however, that such site must be located within the urban service area boundary, such new use must be consistent with the existing zoning of such site and consistent with the county's current comprehensive plan, and provided further that such new use must not have more net usable square footage than the original structure.

(4) Expansions of or additions to existing structures, provided that such expansion or addition does not require the issuance of a certificate of occupancy.

(5) Structures owned by federal or state agencies and used for governmental purposes.

(6) County facilities constructed for nonproprietary governmental purposes.

(b) (1) Notwithstanding that it may have an impact on law enforcement services provided by the county sheriff, any affordable single-family residential unit, affordable multifamily unit, or affordable mobile home unit within a project which has received a certificate of affordability from the county's housing and community development division shall be eligible for a discount on the applicable law enforcement impact fee according to the procedures set forth in Orange County Administrative Regulation No. 4.08, as it may be amended or replaced from time to time.

(2) The county shall not increase the amount of the law enforcement impact fee payable under section 23-29 to replace any revenue lost on account of the discounts granted under this subsection.

- (3) The board of county commissioners may adopt administrative regulations and guidelines to implement subsection 23-32(b) and to ensure that a housing unit which is granted a discount remains affordable.
  - Section 7. Amendments to Section 23-33 ("Return of funds"). Section 23-33 is amended
- 82 to read as follows:

# Sec. 23-33. Return of funds.

The fees collected pursuant to this article shall be returned to the then-present owner of the development if the fees have not been encumbered or spent by the end of the calendar quarter immediately following six (6) years from the date the fees were received, or if the development for which the fees were paid was never begun, in accordance with Orange County Administrative Regulation No. 4.04.01 and the following procedure:

(a) The then-present owner must petition the board of county commissioners for the refund within one (1) year following the end of the calendar quarter immediately following five (5) years from the date on which the fee was received.

(b) The petition must be submitted to the county administrator and must contain:

(1) A notarized sworn statement that the petitioner is

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$\bigcirc$	the curr	ent owner of t	he property;
404	the fee;	(2)	A copy of the dated receipt issued for payment of
406	110 100,	(3)	A certified copy of the latest recorded deed; and
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410		(4)	A copy of the most recent ad valorem tax bill.
			sixty (60) days from the date of receipt of petition
112			ty administrator or his designee shall advise the rd of county commissioners of the status of the fee
114	requeste	d for refund.	For the purposes of determining whether fees have
416	shall be	deemed to b	ered, the first money placed in a trust fund account e the first money taken out of that account when a made in accordance with section 23-30 above.
118	(	d) When t	he manage requested is still in the trust fund account
120	and has	not been spen	he money requested is still in the trust fund account t or encumbered by the end of the calendar quarter
122			g five (5) years from the date of the fees were paid, arned with interest at the rate earned by the county.
+22	the mon	sindir be rett	and whit interest at the face carned by the county.
$\frown$			
$\bigcirc$	Section	8. Deletion	n of Section 23-37 ("Pilot program for deferral of impact fees for
$\bigcirc$			n of Section 23-37 ("Pilot program for deferral of impact fees for 7, having expired on July 1, 2011, is hereby deleted. Section 9.
126	workforce housing").	Section 23-3	
126	workforce housing"). Effective date; n	Section 23-3	7, having expired on July 1, 2011, is hereby deleted. Section 9.
126 128	workforce housing"). Effective date; r (a) This ordin	Section 23-3 notice of incre ance shall bec	7, having expired on July 1, 2011, is hereby deleted. Section 9. ase in impact fees.
	workforce housing"). Effective date; r (a) This ordin (b) Pursuant	Section 23-3 notice of incre ance shall bec to Section 16	7, having expired on July 1, 2011, is hereby deleted. <i>Section 9.</i> <i>ase in impact fees.</i> some effective on February 4, 2013.
	workforce housing"). Effective date; r (a) This ordin (b) Pursuant Commissioners shall pu	Section 23-3 notice of incre ance shall bec to Section 16 ablish a legal	<ul> <li>7, having expired on July 1, 2011, is hereby deleted. Section 9.</li> <li>ase in impact fees.</li> <li>some effective on February 4, 2013.</li> <li>3.31801(3)(d), Florida Statutes, the Clerk of the Board of County</li> </ul>
128	workforce housing"). Effective date; r (a) This ordin (b) Pursuant Commissioners shall pu	Section 23-3 notice of incre ance shall bec to Section 16 ablish a legal	<ul> <li>7, having expired on July 1, 2011, is hereby deleted. Section 9.</li> <li>ase in impact fees.</li> <li>come effective on February 4, 2013.</li> <li>3.31801(3)(d), Florida Statutes, the Clerk of the Board of County notice in <i>The Orlando Sentinel</i> on or before December 23, 2012,</li> </ul>
128	<ul> <li>workforce housing").</li> <li>Effective date; r.</li> <li>(a) This ordin</li> <li>(b) Pursuant</li> <li>Commissioners shall pursuant</li> <li>stating that the Board here</li> <li>2013.</li> </ul>	Section 23-3 notice of incre ance shall bec to Section 16 ablish a legal as adopted th	<ul> <li>7, having expired on July 1, 2011, is hereby deleted. Section 9.</li> <li>ase in impact fees.</li> <li>come effective on February 4, 2013.</li> <li>3.31801(3)(d), Florida Statutes, the Clerk of the Board of County notice in <i>The Orlando Sentinel</i> on or before December 23, 2012,</li> </ul>
128 130	<ul> <li>workforce housing").</li> <li>Effective date; r.</li> <li>(a) This ordin</li> <li>(b) Pursuant</li> <li>Commissioners shall pursuant</li> <li>stating that the Board here</li> <li>2013.</li> </ul>	Section 23-3 notice of incre ance shall bec to Section 16 ablish a legal as adopted th	<ul> <li>7, having expired on July 1, 2011, is hereby deleted. Section 9.</li> <li>ase in impact fees.</li> <li>come effective on February 4, 2013.</li> <li>3.31801(3)(d), Florida Statutes, the Clerk of the Board of County notice in <i>The Orlando Sentinel</i> on or before December 23, 2012, is ordinance imposing increased impact fees, effective March 25,</li> </ul>
128 130	<ul> <li>workforce housing").</li> <li>Effective date; r.</li> <li>(a) This ordin</li> <li>(b) Pursuant</li> <li>Commissioners shall pursuant</li> <li>stating that the Board here</li> <li>2013.</li> </ul>	Section 23-3 notice of incre ance shall bec to Section 16 ablish a legal as adopted th	<ul> <li>7, having expired on July 1, 2011, is hereby deleted. Section 9.</li> <li>ase in impact fees.</li> <li>come effective on February 4, 2013.</li> <li>3.31801(3)(d), Florida Statutes, the Clerk of the Board of County notice in <i>The Orlando Sentinel</i> on or before December 23, 2012, is ordinance imposing increased impact fees, effective March 25,</li> </ul>

	,	By: Board of County Commissioners
436		By:
438		Teresa Jacobs, County Mayor
140	<b>ATTEST:</b> Martha O. Haynie, County Comptroller As Clerk of the Board of County Commissioners	
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144	By: Deputy Clerk	
146	s:\jprinsell\ordres\impact fees - law enforcement - 11-01-2012.rtf	

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# LAW ENFORCEMENT IMPACT FEE STUDY

Prepared for ORANGE COUNTY, FLORIDA

# APRIL 12, 2012

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# TABLE OF CONTENTS

EXECUTIVE SUMMARY1
OVERVIEW
IMPACT FEE METHODOLOGIES1
SUMMARY OF CURRENT AND PROPOSED IMPACT FEES
SUMMARY OF FEE CHANGES
GENERAL IMPACT FEE REQUIREMENTS
LEGAL FRAMEWORK
REQUIRED FINDINGS
SERVICE AREA AND DEMOGRAPHIC ANALYSIS
SERVICE AREA7
METHODOLOGY
GROWTH CONTEXT
CURRENT HOUSING UNIT ESTIMATES10
CURRENT NONRESIDENTIAL UNITS 11
CALLS FOR SERVICE BY LAND USE
IMPACT FEE CALCULATION
LAW ENFORCEMENT BUILDINGS 13
VEHICLES AND EQUIPMENT
REVENUE CREDIT
NET CAPITAL COSTS PER CALL
PROPOSED FEE

276

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# **Executive Summary**

# OVERVIEW

Orange County, Florida, has retained TischlerBise to update the County's law enforcement impact fee study. Impact fees are one-time payments used to construct system improvements needed to accommodate development. Law enforcement impact fees for Orange County are proportionate and reasonably related to the law enforcement capital facility service demands of new development. Impact fees are necessary to achieve an equitable allocation of capital costs, in comparison to past and future benefits.

After discussions with Sheriff's Department staff, TischlerBise determined demand indicators for each type of public facility and calculated residential and nonresidential proportionate share factors. These factors are used to allocate costs by type of development. The formulas used to calculate the law enforcement impact fees for Orange County is diagrammed in a flow chart and summary tables indicating the specific Level-Of-Service (LOS) or infrastructure standards used to derive the law enforcement impact fees.

# IMPACT FEE METHODOLOGIES

There are three basic methods used to calculate the impact fees. The incremental expansion method documents the current LOS for each type of public facility in both quantitative and qualitative measures. This method is best suited for public facilities that will be expanded incrementally in the future, with LOS standards based on current conditions in the community. The plan-based method is best suited for public facilities that have adopted plans or commonly accepted engineering standards to identify the need for capital projects. A cost recovery method may be used for facilities that have been oversized to accommodate future development, at least for the next six years. The rationale for the cost recovery approach is that new development is paying for its share of the useful life or remaining capacity of the existing facility.

Another general requirement that is common to impact fee methodologies is the evaluation of credits. Past and future revenue credits have been evaluated to avoid potential double payment situations arising from the payment of a one-time impact fee and then subsequent payments of other revenues that may also fund growth-related capital improvements. General Fund

revenues, such as property taxes, used for retiring debt related to law enforcement facilities have been accounted for as credits for future principal payments.

### SUMMARY OF CURRENT AND PROPOSED IMPACT FEES

Figure 1 shows the fees from the <u>2005 Orange County Law Enforcement Impact Fee Study</u>, existing fees, and proposed law fee by land use. The current fees include annual indexing at a 2.5% rate as indicated in the Orange County Code, Part II, Chapter 24, Article II – Law Enforcement Impact Fee, Section 23-29. This includes temporary 25% reduction for any building permit issued between May 13, 2011 and March 31, 2012. The changes in fees vary based on calls for service, law enforcement buildings and vehicle growth, and capital cost factors.

# Figure 1. Current and Proposed Fees

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Land Use	Unit	<b>2005</b> Fee <sup>1</sup>	Current Fee <sup>2</sup>	Proposed Fee	Change <sup>3</sup>	% Change <sup>3</sup>
Single Family Detached	Dwelling	\$193	\$156	\$271	\$78	40%
Multifamily	Dwelling	\$61	\$49	\$319	\$258	423%
Manufactured Homes	Dwelling	\$61	\$49	\$263	\$202	331%
Hotel/Motel	Room	\$98	\$79	\$135	\$37	38%
Commercial/Retail	1,000 Sq. Ft.	\$308	\$249	\$494	\$186	60%
Office/Institutional	1,000 Sq. Ft.	\$77	\$62	\$109	\$32	42%
Manufacturing	1,000 Sq. Ft.	\$47	\$38	\$118	\$71	151%
Warehousing	1,000 Sq. Ft.	\$47	\$38	\$57	\$10	21%
Schools (Private Only)	1,000 S <u>q. Ft</u> .	\$23	\$19	\$32	\$9	40%

1. Fees calculated in the 2005 Orange County Law Enforcement Impact Fee Study.

2. Current fees include annual indexing at a 2.5% rate as indicated in the Orange County Code, Part II, Chapter 23, Article II – Law Enforcement Impact Fee, Section 23-29. Included is a temporary 25% reduction for any building permit issued between May 13,2011 and March 31, 2012.

3. This indicates change from the maximum supportable 2005 fee calculation.

# SUMMARY OF FEE CHANGES

The proposed fees in this report are higher than the fees as calculated in the <u>2005 Orange</u> <u>County Law Enforcement Impact Fee Study</u>. Figure 2 shows the changes in building and vehicle inventory, capital costs, and calls. The net capital cost grew by 113% while the total annual calls for service grew by 49%. As a result, the net capital cost per call grew by 43%.

A second seco	2005 Study	Proposed Study	\$ Change	'% Change
Building Cost	\$40,058,970	\$71,988,542	\$31,929,572	80%
Vehicle Cost	\$32,573,782	\$70,046,069	\$37,472,287	115%
Total Capital Cost	\$72,632,752	\$142,034,611	\$69,401,859	96%
Less Eligible Debt	-\$12,424,416	-\$13, <u>769,305</u>	\$1,344,889	11%
Net Capital Cost	\$60,208,336	\$128,265,306	\$68,056,970	113%
Annual Calls for Service	345,584	51 <u>3</u> ,693	168,109	49%
Net Capital Cost per Call	\$174	\$250	\$75	43%

# Figure 2. Capital Costs and Calls Comparison

Figure 3 depicts the change in building inventory and costs. Building square footage increased 44% since the 2005 study. The cost per square foot has increased by 24.7% since 2005 based on the Engineering News Record <u>Construction Cost Index</u>. As a result of the increased square footage and cost per square feet, the total cost of buildings increases 80%.

# Figure 3. Building Cost Comparison

and the second sec	2005	<b>Proposed Study</b>	Increase	% Change
Building Sq. Feet	235,641	339,569	103,928	44%
Cost per Sq. Foot	\$170	\$212	\$42	25%
Total Cost	\$40,058,970	\$71,988,542	\$31,929,572	80%

Figure 4 depicts a comparison of total number of vehicles and vehicle cost. Total number of vehicles grew by 75% since the 2005 study. The estimated replacement cost for most categories is higher in this study than the replacement costs used in the <u>2005 Orange County Law</u> <u>Enforcement Impact Fee Study</u>. As a result of additional vehicles and higher replacement costs, the total vehicle cost grew by 115%.

### Figure 4. Vehicle Cost Comparison

and the second the second relation of the second seco	2005	Proposed Study	Increase	% Change
Total Vehicles	1,234	1,975	741	60%
Total Vehicle Cost	\$32,573,782	\$70,046,069	\$37,472,287	115%

Figure 5 shows the change in calls used for the time period of 2005 to 2010. Annual calls for service grew by 49%.

3

# Figure 5. Change in Calls

Land Use Type	Units of Development	2005 Calls for Service	2010 Calls for Service	Total Change in Calls	2005 Units	Current Units	Total Unit Growth	iber Unit	Current Calls per
Single Family Detached	Dwelling	187,625	190,678	3,053	168,800	175,966	7,166	1.11	1.08
Multi-Family/Mobile-Home	Dwelling	32,853	127,522	94,669	94,711	103,082	8,371	0.35	1.24
Hotel/Motel	Rooms	25,286	37,807	12,521	44,871	69,747	24,876	0.56	0.54
Commercial/Retail	1,000 sq. ft.	66,895	105,515	38,620	37,795	53,317	15,522	1.77	1.98
Office/Institutional	1,000 sq. ft.	19,758	35,261	15,503	44,888	80,455	35,567	0.44	0.44
Manufacturing	1,000 sq. ft.	2,829	5,178	2,349	10,402	10,953	551	0.27	0.47
Warehousing	1,000 sq. ft.	9,812	10,329	517	36,123	45,306	9,183	0.27	0.23
Schools (Private Only)	1,000 sq. ft.	526	1,403	877	4,021	10,868	6,847	0.13	0.13
		345 584	513 693	168 109	441 611	549 695	108 084		

TOTAL 345,584 513,693 168,109 441,611 549,695 108,084

1. The 2005 Orange County Law Enforcement impact Fee report consolidates Manufactured Homes and Multifamily, while this report separates the two categories. This chart shows remains consistent with the 2005 methodology in order to show call and development growth.

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# **General Impact Fee Requirements**

Impact fees are one-time payments used to fund capital improvements necessitated by new growth. Impact fees have been utilized by local governments in various forms for at least fifty years. Impact fees do have limitations, and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current levels of service in a community. Any community considering impact fees should note the following limitations:

- Impact fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and/or maintenance and rehabilitation costs;
- Impact fees cannot be deposited in the local government's General Fund. The funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected; and
- Impact fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

### LEGAL FRAMEWORK

Like all land use regulations, development exactions—including impact fees—are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against regulatory takings. To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest. In the case of impact fees, that interest is in the protection of public health, safety, and welfare by ensuring that development is not detrimental to the quality of essential public services.

There is little federal case law specifically dealing with impact fees, although other rulings on other types of exactions (e.g., land dedication requirements) are relevant. In one of the most important exaction cases, the U. S. Supreme Court found that a government agency imposing exactions on development must demonstrate an "essential nexus" between the exaction and the interest being protected (see *Nollan v. California Coastal Commission*, 1987). In a more recent case (*Dolan v. City of Tigard, OR*, 1994), the Court ruled that an exaction also must be "roughly proportional" to the burden created by development. However, the *Dolan* decision appeared to set a higher standard of review for mandatory dedications of land than for monetary exactions such as development impact fees.

### **REQUIRED FINDINGS**

There are three reasonable relationship requirements for impact fees that are closely related to "rational nexus" or "reasonable relationship" requirements enunciated by a number of state courts. Although the term "dual rational nexus" is often used to characterize the standard by which courts evaluate the validity of impact fees under the U.S. Constitution, we prefer a more rigorous formulation that recognizes three elements: "impact or need," "benefit," and "proportionality." The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Impact fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The Nollan decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to impact fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

Demonstrating a <u>Benefit</u>. A sufficient benefit relationship requires that fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State enabling act, as are procedures to ensure that the fees are expended expeditiously or refunded. All of these requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating <u>Proportionality</u>. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to impact fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate impact fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development. For example, the need for school improvements is measured by the number of public school-age children generated by development.

# Service Area and Demographic Analysis

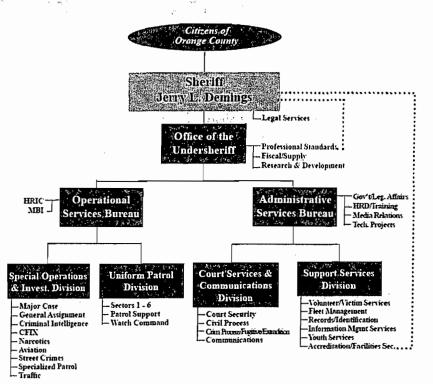
# SERVICE AREA

The law enforcement impact fee is applicable to law enforcement and patrol functions that provide services to unincorporated Orange County. Additionally, the law enforcement impact fee collects an unincorporated proportionate share of the cost of support and administrative facilities of the Sheriff's Office which serve the County as a whole (incorporated and unincorporated).

Law enforcement facilities and patrol functions in Orange County are housed in both centralized and regional buildings. Regardless of location, law enforcement facilities and assets provide services as needed throughout the unincorporated County. Therefore, new development can reasonably expect to benefit from additional facilities and assets regardless of location within Orange County. In addition to serving the unincorporated area, the Orange County Sheriff's office is contracted to provide service to the Disney municipalities of Bay Lake and Lake Buena Vista. These incorporated areas are included in the fee calculation and referred to as part of the unincorporated County throughout this report.

Figure 6 below depicts the law enforcement organizational chart for Orange County, Florida.





# METHODOLOGY

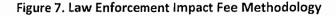
Figure 7 shows the methodology used to calculate the Law Enforcement Impact Fee. This methodology remains consistent with process used in the <u>2005 Law Enforcement Impact Fee</u> <u>Ordinance Update</u>. The Law Enforcement Impact Fee is determined by multiplying the net capital cost per call for service by the calls per unit for each land use type.

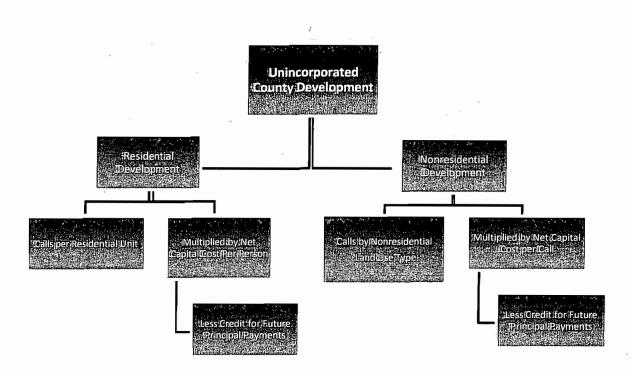
The net capital cost for calls is derived by dividing the total capital cost by total number of calls. Capital costs include law enforcement facilities, and replacement costs for vehicles and vehicle equipment.

Calls per unit is derived by dividing total the total number of calls by land use type by the existing number of units by type. The net cost per call is then multiplied by the calls per unit to derive a cost per development unit.

To avoid potential double payment for law enforcement improvements, a credit is necessary because new development that will pay the impact fee will also contribute to future principal payments on this remaining debt. Any outstanding debt is subtracted from the total capital cost.

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# **GROWTH CONTEXT**

Law enforcement impact fees are used to construct system improvements needed to accommodate new development and is appropriate for Orange County's history of rapid growth. As previously mentioned, impact fees are one-time payments used to fund capital improvements necessitated by new growth. Figure 8 depicts population growth in the County from 2000 through 2010. The figure shows the growth in the 13 municipalities, which account for 44 percent of the county's total growth, and growth in the unincorporated area, which account for 56 percent of total growth.

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Figure 8.	Population	Growth,	2000-2010
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Jurisdiction	2000 <sup>1</sup>	2010 <sup>2</sup>	Change	Annual Growth Rate	% of County Growth
Apopka	26,642	41,542	14,900	5.6%	6.0%
Bay Lake	29	47	18	6.2%	0.0%
Belle Isle	5,531	5,988	457	0.8%	0.2%
Eatonville	2,432	2,159	-273	-1.1%	-0.1%
Edgewood	1,901	2,503	602	3.2%	0.2%
Lake Buena Vista	16	10	-6	-3.8%	0.0%
Maitland	12,019	15,751	3,732	3.1%	1.5%
Oakland	936	2,538	1,602	17.1%	0.6%
Ocoee	24,391	35,579	11,188	4.6%	4.5%
Orlando	185,951	238,300	52,349	2.8%	21.0%
Windermere	1,897	2,462	565	3.0%	0.2%
Winter Garden	14,351	34,568	20,217	14.1%	8.1%
Winter Park	24,090	27,852	3,762	1.6%	1.5%
Municipalities	300,186	409,299	109,113	3.6%	43.7%
Unicorporated Area	596,158	736,657	140,499	2.4%	56.3%
Total	896,344	1,145,956	249,612	2.8%	100%

1. U.S. Cenus Bureau, 2000 Census.

2. U.S. Census Bureau, 2010 Census.

### CURRENT HOUSING UNIT ESTIMATES

To determine a January 1, 2011 housing unit estimate, TischlerBise used housing unit data provided by the County for the time period of April 1, 2000 through December 30, 2010, and 2000 U.S. Census data. Figure 9 depicts the January 1, 2011 housing unit estimate at 279,048 and housing unit growth from 2000.

### **Figure 9. Housing Unit Estimates**

Dwelling Units	2000 Census <sup>1</sup>	April 1, 2000 - December 30, 2011 <sup>1</sup>	Estimated January 1, 2011 Units
Single Family Detached	144,824	31,142	175,966
Multi-Family <sup>3</sup>	63,702	20,669	84,371
Manufactured Homes	18,178	533	18,711
Total	226,704	52,344	279,048

1. U.S. Census Bureau, 2000 Census

2. Building permit data for the time period April 1, 2000 - December 30, 2011 provided by the Orange County, Florida.

3. Includes single family attached units.

# CURRENT NONRESIDENTIAL UNITS

To determine a January 1, 2011 nonresidential unit estimate, TischlerBise used nonresidential unit data from the <u>2005 Law Enforcement Impact Fee Update</u> for Orange County and building data provided by Orange County. Figure 10 shows nonresidential growth by type, total percent change, and the average annual growth percentage.

Land Use	Unit of Development	2004 Units <sup>1</sup>	January 1, 2011 Estimate <sup>2</sup>	Total Growth	% Change	Annual Growth %
Hotel/Motel	Room	44,871	69,747	24,876	55%	9.2%
Commercial/Retail	1, 000 sq. ft.	37,795	53,317	15,522	41%	6.8%
Office/Institutional	1, 000 sq. ft.	44,888	80,455	35,567	79%	13.2%
Manufacturing	1, 000 sq. ft.	10,402	10,953	551	5%	0.9%
Warehousing	1, 000 sq. ft.	36,123	45,306	9,183	25%	4.2%
Schools (Private Only)	1,000 sq. ft.	4,021	10,868	6,847	170%	28.4%

### Figure 10. Nonresidential Growth, 2004- January 1, 2011

1. 2005 Orange County Law Enforcement Impact Fee Update.

2. New Nonresdiential Units for Unincorporated Orange County and Incorporated Cities of Lake Buena Vista and Bay Lake. Building Permit Data Provided by Orange County, Florida.

# CALLS FOR SERVICE BY LAND USE

TischlerBise evaluated calls for service data provided by the Sheriff's Office and includes actual calls for service from residential and nonresidential land uses. Calls related to court appearances are captured as a call for service to a government building; although the service is

not directly related to that land use. Therefore, these calls were not included in the total calls for service or the fee calculations, as shown in Figure 11.

# Figure 11. Calls Not Related to Patrol Functions

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DEVELOPMENT	DESCRIPTION		DOR CODE	CALL COUNTS
Office Institutional	Federal		8800	324
Office Institutional	Municipal (Other than Parks, Rec.	Areas, Colleges, Hospitals	8900	11,492
Office Institutional	County(Other than Public schools	, colleges, hospitals) Incl non-municip	8600	17,120
Office Institutional	State (other than Military, Forests	, Pks, Rec Areas, Hosp, Colleges)	8700	1,404
Total	and the state of the second		and the second sec	30:340

Calls for service by land use type are used to determine the Law Enforcement Impact Fee by land use type. TischlerBise obtained 2010 law enforcement calls for service by land use type from the County. Figure 12 shows land use, number of units by type, calls for service, and calls per unit.

# Figure 12. Calls by Land Use Type

Land Use <sup>1</sup>	Unit of Development	Calls for Service <sup>2</sup>	Existing Units	Calls/Unit
Single Family Detached	Dwelling	190,678	175,966	1.08
Multifamily	Dwelling	107,805	84,371	1.28
Manufactured Home	Dwelling	19,717	18,711	1.05
Hotel/Motel	Room	37,807	69,747	0.54
Commercial/Retail	1,000 Sq. Ft.	105,515	53,317	1.98
Office/Institutional	1,000 Sq. Ft.	35,261	80,455	0.44
Manufacturing	1,000 Şq. Ft.	5,178	10,953	0.47
Warehousing	1,000 Sq. Ft.	10,329	45,306	0.23
Schools (Private Only)	1,000 Sq. Ft.	1,403	10,868	0.13
Total Calls		513,693		

1. Categories of land use by type are consistent with <u>2005 Law Enforcement Impact Fee Update</u> except for separating Multifamily and Manufactured Homes into two categories, as discussed with Orange County.

2. 2010 Calls for service provided by the Orange County Sheriff's Office and coded by land use by type.

...<sup>1</sup> .

# Impact Fee Calculation

The Law Enforcement Impact Fee in Orange County is assessed only on new development in unincorporated areas. New development is required to pay for capital costs associated with law enforcement services provided to unincorporated areas. These services include criminal law enforcement and patrol functions. Additional services, such as court security and judicial processes, provide services to residents and employees in incorporated municipalities in addition to unincorporated areas in Orange County. A proportionate share of additional services is calculated to include capital costs associated solely with law enforcement and patrol services in unincorporated Orange County.

The Law Enforcement Impact Fee study includes capital costs of land and buildings owned by the County that are used to house patrol functions and the share of Sheriff's Office support functions. In addition, the study includes capital costs associated with patrol vehicles and equipment used by the Sheriff's Office.

### LAW ENFORCEMENT BUILDINGS

As shown in Figure 13, of the 381,386 of County owned Sheriff space, 339,569 square feet is attributed to patrol. Only space allocated patrol functions and patrol's share of administrative space in unincorporated Orange County is included in the fee calculation.

To determine the Sheriff's share of administrative space, TischlerBise determined the patrol share of non-administrative space and applied a consistent ratio to administrative space. The total space allocated to patrol of non-administrative space is 89% (171,224 sq. ft. patrol functions / 192,310 sq. ft. of non-administrative space = 89% factor in allocating patrol's share of administrative space). This is applied to administrative functions resulting in 168,345 sq. ft. of administrative space allocated to patrol (189,076 sq. ft. administrative space X 89% = 168,345 sq. ft. administrative space allocated to patrol functions).

Total square feet attributed to Patrol functions is 339,569 (171,224 non-administrative space allocated to patrol + 168,345 sq. ft. administrative space allocated to patrol = 339,569 sq. ft.).

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Figure 13. Total Sheriff Building Square Footage

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Function	Sq. Ft.
Total County Owned Sheriff's Space	381,386
County-Wide Functions <sup>1</sup>	21,086
Patrol Functions	171,224
Subtotal	192,310
Administrative Functions	189,076
Admin Attributed to Patrol (89%) <sup>2</sup>	168,345
Total Sq. Ft. Attributed to Patrol	339,569

1. County-wide functions are not included in the total square footage attributed to patrol but are considered non-administrative functions.

2.89% factor is derived by dividing total patrol functions of nonadministrative space which includes 21,086 sq. ft. of County-wide functions (171,224 patrol functions / 192,310 sq. ft. nonadministrative space = 89%). This factor is applied to administrative functions to estimate patrol 's share of administrative space in unincorporated Orange County.

Figure 14 depicts total square footage attributed to patrol, assumed cost per square foot, and total Sheriff building cost. TischlerBise estimated the cost per square feet at \$212 using the Engineering News Record <u>Construction Cost Index</u> and the <u>2005 Law Enforcement Impact Fee</u> <u>Update</u> for Orange County estimate of \$170 per square foot. This estimate is based on a change in index value between 2005 and October, 2011 at a 24.7 % increase. The total building cost estimated to patrol is \$71,988,542.

Figure 14. Building Cost

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Function Building Squ	are Feet <sup>1</sup>
nter en	
Building Sq. Ft. Occupied by Law Enforcement/Patrol	171,224
Law Enforcement/Patrol Share of Administratvie Sq. Ft. <sup>2</sup>	168,345
Total Sq. Ft. Owned by Sheriff Attributable to Patrol	339,569
Cost per Square Foot <sup>3</sup>	\$212
Building Cost Attributable to Patrol	\$71,988,542

1. Building Inventory provided by Orange County Sheriff's Office.

2. TischlerBise estimate of building square footage attributable to patrol.

3. Engineering News Record <u>Construction Cost Index</u> and the <u>2005 Orange County Law Enforcement</u> <u>Impact Fee Study</u>.

# VEHICLES AND EQUIPMENT

In addition to capital costs for buildings, the Law Enforcement Impact Fee includes capital costs for patrol vehicles and associated equipment. Orange County provided an estimated replacement cost for sector patrol vehicles and equipment, as shown in Figure 16.

Replacement costs for sector patrol sedans and trucks were provided as an estimated replacement cost for the vehicle and associated emergency equipment, as shown in Figure 15. The replacement cost for POOL vehicles is assumed to be consistent with Patrol Sedans, according to the Orange County Sheriff's Office. The replacement cost for all aviation units was provided by Orange County. The average cost per unit for the remaining vehicles is determined by the purchase price for each vehicle, which was provided by the Orange County Sheriff's Office of Research and Development.

Function/Equipment Type	Number	Avg. Cost/ Unit	Total Cost
Patrol - Sedan	845	\$28,553	\$24,127,285
Patrol - Truck/Van	501	\$30,375	\$15,217,875
POOL Vehicles	395	\$28,553	\$11,278,435
Motorcycles	62	\$16,000	\$992,000
Marine Units	29	\$12,246	\$355,121
Other Vehicles	38	\$7,738	\$294,035
Trailers	58	\$7,847	\$455,110
Specialty Vehicles	24	\$74,634	\$1,791,208
Helicopters	5	\$2,400,000	\$12,000,000
Airplanes	1	\$600,000	\$600,000
Infrared FLIR Units	5	\$360,000	\$1,800,000
WesCam Turrent Systems	1	\$600,000	\$600,000
WesCam Skypod Microwave Downlink U	5	\$47,000	\$235,000
Aerocomputer Mapping Systems	6	\$50,000	\$300,000
Total	1,975	\$4,262,945	\$70,046,069

### Figure 15. Vehicle Inventory and Costs

Source: Orange County Sheriff's Office, Research and Development

Figure 16 depicts estimate sector vehicle replacement cost, as well as associated emergency response equipment.

Unit	Impala	Explorer
Patrol Vehicle	\$19,773	\$22,070
Lighting Package	\$2,281	\$2,054
Corner Strobes	\$75	\$15
Wig-wag Lights	\$31	N/A
Console	\$159	\$180
Computer Mount	\$188	\$148
Shotgun Rack	\$179	\$179
Vertical M16 Rack	\$194	N/A
Cage (Explorer Front and Rear)	\$496	\$501
Rear Window Bars	\$131	\$134
Mobile Data Computer	\$1,338	\$1,338
Invertor	\$39	\$39
Radio: Mobile	\$3,005	\$3,005
Antenna	\$19	\$19
Vehicle Graphics	\$175	\$175
E-Pass	\$25	\$25
Stop Sticks	\$339	\$339
Fire Extinguisher	\$23	\$20
Mis. Installation Equipment	\$32	\$85
Window Tint	\$50	\$50
Unit Subtotal	\$28,553	\$30,375

# **REVENUE CREDIT**

To avoid potential double payment for Law enforcement improvements, a credit is necessary because new development that will pay the impact fee will also contribute to future principal payments on this remaining debt. Any outstanding debt is subtracted from the total capital cost.

Only square footage of the Sheriff's complex that is attributed to patrol functions is eligible for the revenue credit.

Orange County provided a breakdown of function by square foot of the Sheriff's Complex. Figure 17 shows the distribution of space attributed to patrol functions which includes 93% of the total square footage. This was derived by adding the total square footage of patrol functions to the administrative share attributed to patrol functions and dividing by the total square footage (i.e.

79,562 sq. ft. of patrol + 140,883 administrative sq. ft. attributed to patrol = 220,445 / 237,858 Sherriff's Complex sq. ft. = 93% attributed to patrol).

### Figure 17. Sheriffs Complex Attributed to Patrol

Distribution by Use Square F	ootage
Total Sheriff's Complex	237,858
Law Enforcement / Patrol Functions	79,562
Administrative Sq. Ft.	158,296
Administrative Sq. Ft. Attributed to Patrol <sup>1</sup>	140,883
Total Sheriff's Complex Attributed to Patrol	220,445
% Attributed to Patrol	93%

1.89% factor is applied to determine patrol's share of administrative sq. ft. as seen in Figure 13.

The Sheriff's Office outstanding debt is related to the 2002 Sales Tax Revenue Bonds, Series 2002B, which was issued for \$113,105,000. The outstanding debt eligible for credit is \$13,965,501 which includes debt paid and percentage of Sheriff's space attributed to patrol functions (\$15,900,000 Sheriff's Central Complex Share of bond - \$1,043,084 already paid = \$14,856,916 outstanding debt X 93% Sheriff's space attributed to patrol = \$13,769,305 outstanding debt eligible for credit).

### Figure 18. Revenue Credit

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Total Series 2002B Bond	\$113,105,000
Sheriff's Central Complex Share	\$15,900,000
Less Debt Paid	-\$1,043,084
Outstanding Debt	\$14,856,916
% Sheriff's Complex Attributed to Patrol	93%
Outstanding Debt Eligble for Credit	\$13,769,305

# NET CAPITAL COSTS PER CALL

Figure 19 shows the net capital costs attributable to law enforcement and patrol functions. Included, is the total building cost, total vehicle and equipment costs, and consideration for outstanding debt. The net capital cost per calls for service is derived by dividing the net capital cost (\$128,265,306) by the total annual call for service (513,693) to derive a net capital cost of \$250 per call for service.

# Figure 19. Net Capital Costs

Building Cost	\$71,988,542
Vehicle and Equipment Cost	\$70,046,069
Total Capital Cost	\$142,034,611
Less Eligible Outstanding Debt	\$13,769,305
Net Capital Cost	\$128,265,306
Annual Calls-for Service	513,693
Net Capital Cost per Call-for-Servic	e \$250

# **PROPOSED FEE**

The Orange County Law Enforcement Impact Fee is derived by multiplying the net cost per call by the actual calls per unit. For example, the net cost per single family detached unit is \$271 per new unit. As Figure 20 shows, the net cost per call is multiplied by actual calls per unit to derive a net cost per unit (\$250 per call X 1.08 calls per single family unit = \$271 net cost per single family detached unit). This process was completed for each land use type.

### Figure 20. Net Cost per Unit of Development

harden og kolon (de skiller og skiller var stiller). N	Unit of	Actual	Net	Net
Land Use	Development	Calls/Unit	Cost/Call	Cost/Unit,
Single Family Detached	Dwelling	1.08	\$250	\$271
Multifamily	Dwelling	1.28	\$250	\$319
Manufactured Home	Dwelling	1.05	\$250	\$263
Hotel/Motel	Room	0.54	\$250	\$135
Commercial/Retail	1,000 sq. ft.	1.98	\$250	\$494
Office/Institutional	1,000 sq. ft.	0.44	\$250	\$109
Manufacturing	1,000 sq. ft.	0.47	\$250	\$118
Warehousing	1,000 sq. ft.	0.23	\$250	\$57
Schools (Private Only)	1,000 sq. ft.	0.13	\$250	\$32



# Interoffice Memorandum

December 6, 2012

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:

December 18, 2012 – Public Hearing Rick Ortiz, Davidson Design Group, Inc. Case #CDR-12-07-137 ILH Interchange Center Planned Development / Land Use Plan (PD/LUP) - Substantial Change - District 1

The ILH Interchange Center Planned Development (PD) contains approximately 77.35 acres and is generally located south of the Central Florida Parkway, east and west of Westwood Boulevard in District 1. On April 10, 2012, the Board of County Commissioners adopted an "Order Approving the Rescission of the Development Order for the ILH Interchange Center Development of Regional Impact (DRI)".

Through this request, the applicant is seeking to modify the existing PD conditions of approval to reflect the DRI Development Order rescission; and to amend the PD/LUP to reflect the maximum development program permitted by the underlying Activity Center Mixed Use (ACMU) Future Land Use Map designation. No additional development entitlements beyond that allowed by the previous DRI Development Order are proposed.

Due to the nature of this request, a community meeting was not required by the Development Review Committee (DRC).

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14, and copies

December 18, 2012 – Public Hearing Rick Ortiz, Davidson Design Group, Inc. Case #CDR-12-07-137 ILH Interchange Center Planned Development / Land Use Plan (PD/LUP) Substantial Change – District 1 Page 2 of 2

of these and the PD/LUP may be found in the Blue Folder for public hearings and 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 ILH Interchange Center Planned Development / Land Use Plan (PD/LUP) dated "Received October 15, 2012", subject to the conditions listed in the Staff Report. District 1

# Attachments

# DRC Staff Report Orange County Planning Division BCC Hearing Date: December 18, 2012

# CASE # CDR-12-07-137

Commission District: #1

# **GENERAL INFORMATION**

APPLICANT Rick Ortiz, Davidson Design Group, Inc. **OWNERS** U.S. Bank National Association, Trustee; Diajef, LLC (1/2 Int.); Laurie Industries, LLC (1/2 Int.); 6730 Central Florida Parkway, LLC; 4900 Beech Place, LLC; and Orlando Vacation Suites II Condominium Association, Inc.; and Hilton Grand Vacations Development Company – Orlando **PROJECT NAME** ILH Interchange Center Planned Development / Land Use Plan (PD/LUP) Amendment (Substantial Change) **HEARING TYPE** Board of County Commissioners (BCC) Public Hearing REQUEST To modify the existing PD conditions of approval to reflect the adoption of an "Order Approving the Rescission of the Development Order for the ILH Interchange Center Development of Regional Impact (DRI)" by the Board of County Commissioners on April 10, 2012; and to amend the PD/LUP to reflect the maximum development program permitted by the underlying Activity Center Mixed Use (ACMU) Future Land Use Map designation. LOCATION Generally located south of the Central Florida Parkway. east and west of Westwood Bouleveard, in District 1. PARCEL ID NUMBERS 11-24-28-3829-00-010; 11-24-28-3829-00-020; 11-24-28-3829-00-021; 11-24-28-3829-00-022; 11-24-28-3829-00-023; 11-24-28-3829-00-030; 12-24-28-6422-01-001; 12-24-28-6422-02-001; 12-24-28-6422-03-010; 12-24-28-6422-03-021; 12-24-28-6422-03-022; 12-24-28-6422-99-999; 13-24-28-6424-01-001; 13-24-28-6424-02-001; 13-24-28-6424-03-001; 13-24-28-6424-04-001; 13-24-28-6424-05-001; 13-24-28-6424-06-001; 13-24-28-6424-07-001; 13-24-28-6424-08-001; 13-24-28-6424-09-001; and 13-24-28-6424-99-999

# DRC Staff Report Orange County Planning Division BCC Hearing Date: December 18, 2012

# **PUBLIC NOTIFICATION**The notification area for this public hearing was 1,500 feet<br/>[Chapter 30-40(c)(3a) of the Orange County Code<br/>requires 300 feet]. Twenty-nine (29) notices were mailed<br/>to surrounding property owners.A community meeting was not required for the application.

**TRACT SIZE** ~77.35 gross acres ~67.36 net developable acres

# IMPACT ANALYSIS

# Land Use Compatibility

Through this request, the applicant is seeking to modify the existing PD conditions of approval to reflect the adoption of an Order Approving the Rescission of the Development Order for the ILH Interchange Center Development of Regional Impact.(DRI) by the Board of County Commissioners on April 10, 2012; and to amend the PD/LUP to reflect the maximum development program permitted by the underlying Activity Center Mixed Use (ACMU) Future Land Use Map designation (shown below):

Timeshare:60 units per acre / 4,043 unitsHotel:60 units per acre / 4,043 unitsCommercial:0.34 F.A.R. / 997,925 square feetOffice:1.5 F.A.R. / 4,402,609 square feetResidential:30 units per acre / 606 units (30% of net dev. area)

The proposed development program, as outlined above, is consistent with the previously applicable DRI-related development program and would not adversely impact any surrounding properties.

# Comprehensive Plan Consistency

The ILH Interchange Center PD/LUP, as proposed, is consistent with the underlying Activity Center Mixed Use (ACMU) Future Land Use Map (FLUM) designation and all other applicable Goals, Objectives and Policies of the Orange County Comprehensive Plan.

# Transportation / Concurrency

The proposed development program appears to be consistent with the original ILH Interchange Center Development of Regional Impact (DRI) Development Order (DO). Furthermore, the project is vested from transportation concurrency under Vested Rights Certificate #92-268.

# STAFF RECOMMENDATION

# DRC RECOMMENDATION (October 24, 2012)

Make a finding of consistency with the Comprehensive Plan and approve the substantial change to the ILH Interchange Center Planned Development / Land Use Plan (PD/LUP), subject to the following condition(s):

- 1. Development shall conform to the ILH Interchange Center PD Land Use Plan dated "Received October 15, 2012," 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 October 15, 2012," the condition of approval shall control to the extent of such conflict or inconsistency.
- 2. A master signage plan for Lot 2 was previously approved with Lot 2 Master Infrastructure Development Plan. Additional signage within the PD shall comply with the standards set forth in Chapter 31.5, Article IV, Division (Tourist-Commercial); as may be amended from time to time. Billboards shall be prohibited.
- 3. All previous applicable BCC Conditions of Approval, dated November 1, 2011, shall apply:
  - a. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.

- b. A waiver from Section 38-1287 (2), (3), and (4) is granted to allow for an internal lot line building setback of 0 feet in lieu of 30 feet, a side setback of 0 feet in lieu of 20 feet, and a side and rear paving setback, on interior lot lines only, of 0 feet in lieu of 7.5 feet.
- 4. All previous applicable BCC Conditions of Approval, dated October 8, 1990, shall apply:
  - Approval of this project shall supersede previous land use approvals for these portions of the Central Florida Parkway P-D and Western Fun World P-D contained within the ILH Interchange Center DRI/P-D.
  - b. The following uses shall be prohibited in this project.
    - Automobile dealerships and outdoor display of vehicles
    - Muffler shops
    - Mobile home and boat sales
    - Adult entertainment establishments
  - c. A master drainage system shall be submitted for review prior to construction plan approval.
  - d. Wastewater service shall be obtained from Orange County, subject to County rate resolutions and ordinances. Any transfer of capacity shall be in accordance with the Sand Lake wastewater Allocation Rules. No construction plans will be approved until water and wastewater capacity is purchased and available. The on-site water and wastewater systems will not be Owned or maintained by Orange County.
  - e. In order to effectively monitor the functioning of the project's stormwater treatment system and its effects on conditions in receiving surface waters, the applicant or successors shall provide for the establishment and operation of a surface water monitoring program consisting of the following components:
    - 1) Surface water samples shall ,be collected at the following locations:
      - At stations 1 and 4 in VWCD Canal C-I, as identified in the DRI ADA; and
      - In the on-site master, stormwater detention/conservation area, as depicted on Map G in the DRI/ADA.
    - 2) Water quality samples 'and flow measurements shall be collected at least four times annually on a seasonal basis from the time of the Development Order to at least four years after construction buildout.

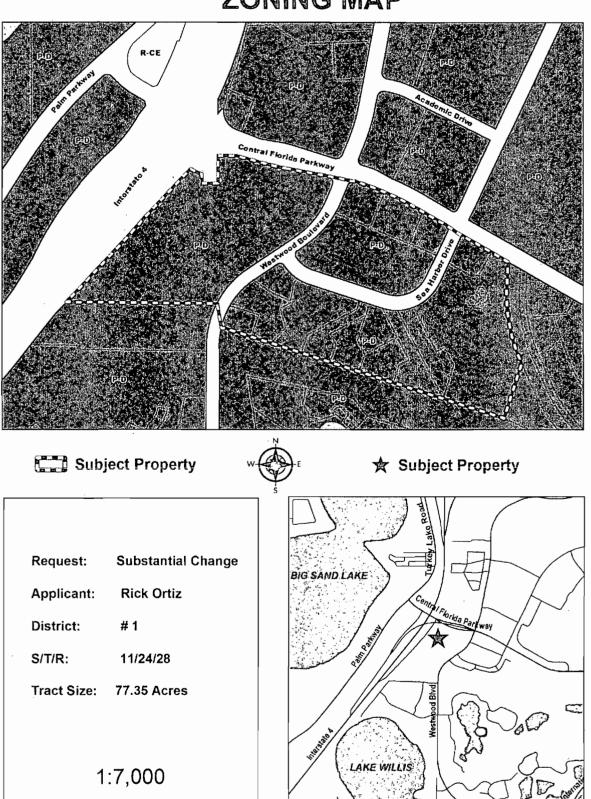
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# DRC Staff Report Orange County Planning Division BCC Hearing Date: December 18, 2012

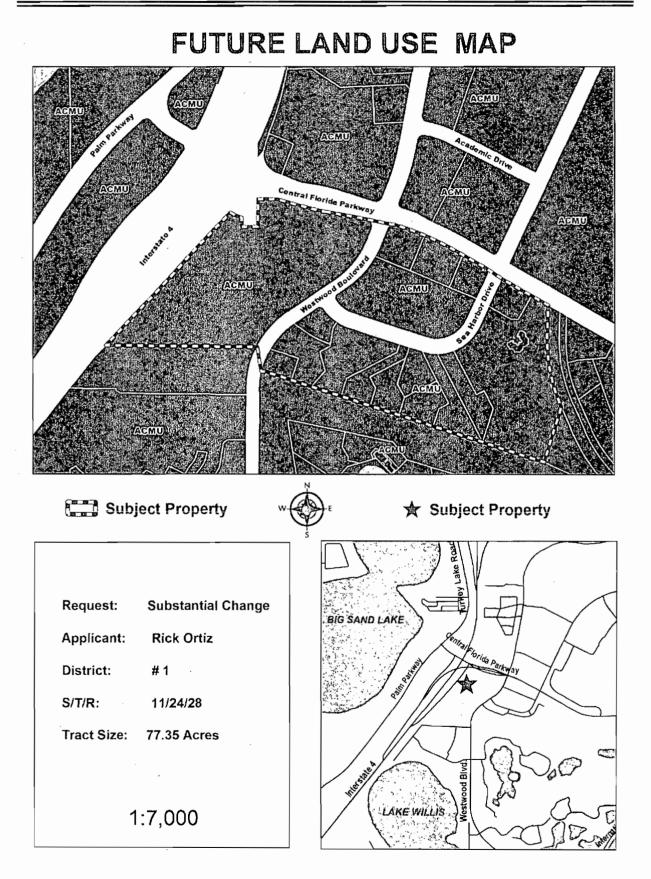
- 3) Water quality parameters to be measured at each location shall be determined by the South Florida Water Management District with input from Orange County and the Valencia Water Control District. The data to be collected should also include concurrent flow measurements (as applicable), with the collected data being furnished to the jurisdictional local government and the South Florida Water Management District. [RIL: 29F-I.091 ',(2) (b) 1,5,6 FAC; CRPP: 19F-19.001, 38.3, 38.7, FAC; P: Meadow Wood Substantial Deviation DRI #688-05]
- f. If the stormwater management measures implemented by the applicant are found to adversely impact water quality and/or quantity conditions on or downstream of the project site, the applicant or successors will take appropriate actions, including the incorporation of additional water quality treatment and/or water management methods into the project's surface drainage system if necessary, to correct the deficiencies and/or mitigate any identified degradation resulting from the project's facilities. [RIL: 29F-I.091, (4) (b) (a), FAC; CRPP:29F-19.001, 39.4, 39.6, 43.1, FAC; P: Formosa Gardens DRI #689-07].
- g. The applicant shall ensure that adequate and safe pedestrian facilities will be constructed on the site which allow for movement between the project and the adjacent Sea World attraction and International Drive. Bicycles shall be considered in the design of new or approved roadway facilities and bicycle storage facilities shall be provided on site.
- h. To promote the provision of housing for project employees that is reasonably accessible to the site, the developer shall participate in then applicable County ordinances relating to the affordable housing program to be adopted by Orange County. [RIL: 29F-1.091 (6), FAC; Chapter 380.06 (12) (a), Florida statutes: CRPP: 29F-19.001, 19.1, FAC]

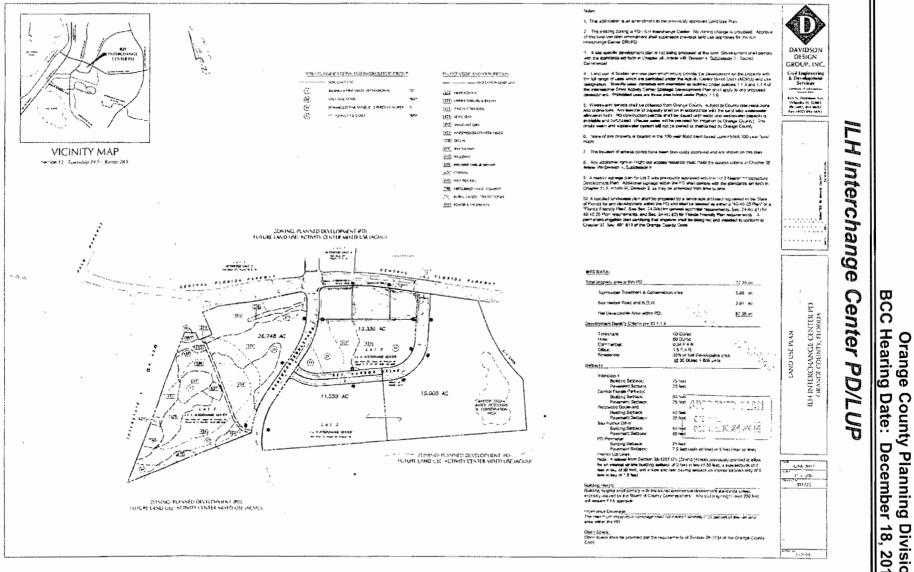
# PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (April 10, 2012)

Upon a motion by Commissioner Brummer, seconded by Commissioner Martinez, and carried with all Commissioners voting AYE, the Board approved the County Consent Agenda which included the adoption of an Order Approving the Rescission of the Development Order for the ILH Interchange Center Development of Regional Impact.



ZONING MAP





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