



AGENDA

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

TUESDAY, June 26, 2012

MEETING STARTS AT 9:00 a.m.

- Invocation – District 4
- Pledge of Allegiance
- Presentation of a proclamation designating the month of July as Parks and Recreation Month
- Public Comment*

I. CONSENT AGENDA

A. 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. **(Finance/Accounting) Page 11**
2. Disposition of Tangible Personal Property: Approval to dispose of assets that were totaled out by our Third Party Administrator for their salvage value. **(Property Accounting) Page 11-12**

B. COUNTY ADMINISTRATOR

1. Receipt and filing of the minutes received by the Agenda Development Office of various advisory board meetings for the official county record. **(Agenda Development Office) Page 13**
2. Approval of Agreement between Orange County Board of County Commissioners, Orange County, Florida and The Charles E. Brookfield Lodge #86 of the Fraternal Order of Police, Fiscal Years 2009 – 2010 through 2011-2012 (Fiscal Year 2010-11). **(Human Resources Division) Page 14**

CONTINUED

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

TUESDAY, June 26, 2012

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT

1. Approval to award Invitation for Bids Y12-1035-PD, Polyethylene Pipes and Fittings, to the low responsive and responsible bidder, Ferguson Waterworks. The estimated annual contract award amount is \$198,362.61 for a 1-year term. ([Public Works Department Roads and Drainage Division] **Purchasing and Contracts Division**) **Page 15-24**
2. Approval to award Invitation for Bids Y12-1037-DG, Right-of-Way Mowing – West Orange Area, Section III, to the low responsive and responsible bidder, Lawnwalker Services, Inc. The estimated annual contract award amount is \$161,950 for a 1-year term. ([Public Works Department Roads and Drainage Division] **Purchasing and Contracts Division**) **Page 25-33**
3. Approval to award Invitation for Bids Y12-1038-DG, Right-of-Way Mowing – West Orange Area Section I, to the low responsive and responsible bidder, Lawnwalker Services, Inc. The estimated annual contract award amount is \$159,205 for a 1-year term. ([Public Works Department Roads and Drainage Division] **Purchasing and Contracts Division**) **Page 34-42**
4. Approval to award Invitation for Bids Y12-721-SB, Minnesota Avenue Drainage Well Replacement and Abandonment, to the low responsive and responsible bidder, Thompson Well & Pump, Inc. The total estimated contract award amount is \$141,453 (Alternate Bid). ([Public Works Department Roads and Drainage Division] **Purchasing and Contracts Division**) **Page 43-52**
5. Approval to award Invitation for Bids Y12-766-PH, Aerial Crossing Rehabilitation Phase II, to the low responsive and responsible bidder, Viktor Construction Corporation. The total estimated contract award amount is \$187,000. ([Utilities Department Field Services Division] **Purchasing and Contracts Division**) **Page 53-62**
6. Approval of Amendment No. 6, Contract Y7-101-GJ, Food Service for Corrections Facilities, with Trinity Services Group, Inc., for a 30-day extension of the contract performance period, in the estimated amount of \$243,432, for a revised total estimated contract amount of \$18,788,466.60. ([Corrections Department] **Purchasing and Contracts Division**) **Page 63**

CONTINUED

TUESDAY, June 26, 2012

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

7. Approval of Amendment No. 4, Contract Y9-173, Term Contract for Storm Sewer Pipe Installation & Repair II, with Stage Door II, Inc., in the estimated amount of \$600,000 for a revised estimated contract amount of \$3,699,054. ([Public Works Department Roads and Drainage Division] **Purchasing and Contracts Division**) **Page 64**
8. Approval and execution by the Mayor of Option to Lease Agreement between Famlee Investment Company and Orange County and delegation of authority to the Real Estate Management Division to execute Site Lease Agreement(s) if needed, for Hurricane Recovery Debris Site, Judge Road, Orlando, Florida. District 4. **(Real Estate Management Division) Page 65-66**
9. Approval of Contract for Sale and Purchase and Warranty Deed between Richard E. Armstrong and Cheryl A. Armstrong, individually and as Trustees of The Richard E. Armstrong and Cheryl A. Armstrong Revocable Trust and Orange County and authorization to disburse funds to pay purchase price and closing costs and perform all actions necessary and incidental to closing for Master Pump Station No. 3025 (Bel-Aire Woods). District 6. **(Real Estate Management Division) Page 67-68**
10. Approval of Quit-Claim Deed from Barry University, Inc. to Orange County and authorization to record instrument for Commerce Blvd (Barry University). District 3. **(Real Estate Management Division) Page 69-70**
11. Approval of Warranty Deed from William E. Carpenter, Jr. and Dana Feaster Carpenter, individually and as Trustees of the William E. Carpenter Revocable Trust dated July 2, 1999 and Carl R. Julian to Orange County and authorization to record instrument for Wal-Mart for Wakulla Way @ US 441. District 6. **(Real Estate Management Division) Page 71-72**
12. Approval of Quit-Claim Deed from World Choice Investments, LLC, f/k/a Dixie Stampede, LLC to Orange County and authorization to record instrument for Lake Street Extension (Chelsea Orlando Development). District 1. **(Real Estate Management Division) Page 73-74**
13. Approval of Conservation and Access Easement between Redus Florida Land, LLC and Orange County and authorization to record instrument for Windermere Botanical Gardens CAIP #11-11-037. District 1. **(Real Estate Management Division) Page 75-76**

CONTINUED

TUESDAY, June 26, 2012

I. CONSENT AGENDA (Continued)

D. COMMUNITY AND ENVIRONMENTAL SERVICES DEPARTMENT

1. Acceptance of the Butler Chain of Lakes Advisory Board's recommendation to renew the Butler Marine Patrol Services Contract for the Windermere Water and Navigation Control District for Fiscal Year 2012/2013, effective October 1, 2012. District 1. **(Environmental Protection Division) Page 77-81**
2. Approval of the Interlocal Agreement between Orange County, Florida, the City of Orlando and the City of Winter Park regarding the maintenance of the Cady Way Bike Trail. Districts 3 and 5. **(Parks and Recreation Division) Page 82-92**

E. FAMILY SERVICES DEPARTMENT

1. Approval of Application for Federal Assistance; Employee Compensation Cap Compliance Assurance; and Certification regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements between Orange County and Department of Health and Human Services, Administration for Children and Families, Office of Head Start in the estimated amount of \$12,352,363 for the continued operation of the Head Start Program. **(Head Start Division) Page 93-203**

F. GROWTH MANAGEMENT DEPARTMENT

1. Approval of Road Impact Fee Agreement Chelsea Orlando Development Limited Partnership Lake Street Extension between Chelsea Orlando Development Limited Partnership and Orange County to provide road impact fee credits for design, permitting and construction of the Lake Street Extension. District 1. **(Roadway Agreement Committee) Page 204-240**

G. HEALTH SERVICES DEPARTMENT

1. Approval to accept the 2011 Paul Coverdell Forensic Science Improvement Grant in the amount of \$7,000 from the Florida Department of Law Enforcement/National Institute of Justice (NIJ) for the purchase of consultation fees for database design for the grant period February 1, 2012 through March 31, 2013, and approval for the Mayor, or her designee, to sign future amendments to this Grant. No county match is required. **(Medical Examiner's Office) Page 241-245**

CONTINUED

TUESDAY, June 26, 2012

I. CONSENT AGENDA (Continued)

H. PUBLIC WORKS DEPARTMENT

1. Approval to renew Term Contract #Y11-1039-J2, Hot-In-Place Asphalt Recycling, to Cutler Repaving, Inc. in the estimated contract amount of \$3,664,750 for an additional term of one year. All Districts. **(Roads and Drainage Division) Page 246**

I. UTILITIES DEPARTMENT

1. Approval of Utility Line Construction Reimbursement Agreement for Town Center East between Orange County, Florida and SLF IV/Boyd Horizon West JV, LLC in the amount of \$3,135,763.37 for utility improvements relating to the future New Independence Parkway and future Hamlin Trail. **(Development Engineering Division) Page 247-275**

Addendum #1

F. GROWTH MANAGEMENT DEPARTMENT

2. Approval of Adequate Public Facilities Agreement for Stillwater Crossings and Center Bridge PD Parcel SC-11, SC-12, SC-14, SC-15 and SC-16 between Orange County and JEN Florida V, LLC. District 1. **(Roadway Agreement Committee)**

J. OFFICE OF PUBLIC ENGAGEMENT AND CITIZEN ADVOCACY

1. Approval of Florida Department of Children and Families Standard Contract, Contract No. LD974 and Certification for Contracts, Grants, Loans and Cooperative Agreements Contract #LD974, for the period of June 26, 2012 through June 26, 2015 in the amount of \$836,881. **(Office for A Drug Free Community)**

CONTINUED

TUESDAY, June 26, 2012

II. INFORMATIONAL ITEMS**

A. COUNTY COMPTROLLER

1. Receipt of the following items to file for the record: **(Clerk's Office)**
Page 276
 - a. Minutes of the December 12, 2011 and January 23, 2012, East Park Community Development District meetings.
 - b. Town of Oakland, An Annexation Report for property located on the east side of Remington Road, north of John's Lake in unincorporated Orange County, June 2012.
 - c. City of Ocoee, Notification of Petitions for Annexation and Initial Zoning for property located with the Ocoee-Orange County JPA (Joint Planning Area). An application for voluntary annexation and initial zoning to "PUD" (Planned Unit Development) for a parcel of land located on the east side of Maguire Road and approximately 1,100 feet north of Colonial Drive (SR 50); The physical address is 844 Maguire Road and its Parcel ID number 19-22-28-0000-00-031. Public hearings will be scheduled to consider the subject petitions. Dates are tentatively scheduled for the required public hearings on June 12, 2012 (P&Z Commission) and July 17, 2012 (City Commission).

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

CONTINUED

TUESDAY, June 26, 2012

III. DISCUSSION AGENDA

A. FAMILY SERVICES DEPARTMENT

1. Orange County Regional History Center Annual Report. **(Regional History Center) Page 277**

B. OFFICE OF REGIONAL MOBILITY

1. Regional Transit Initiatives Presentation. **Page 278**

C. COUNTY ADMINISTRATOR

1. Approval of Amendment No. 3, Contract Y10-1013-GC, Web-based Driver and Risk Assessment, with Sonic E-Learning, Inc., in the amount of \$54,080, for a revised total contract amount of \$181,742. **(Risk Management Division) Page 279-281**

RECESS

TUESDAY, June 26, 2012

MEETING STARTS AT 2:00 p.m.

IV. RECOMMENDATIONS

June 7, 2012 Board of Zoning Adjustment Recommendations

CONTINUED

TUESDAY, June 26, 2012

III. DISCUSSION AGENDA (Continued)

Discussion Agenda Items Scheduled for 2:00 p.m.

D. GROWTH MANAGEMENT DEPARTMENT

1. Regulatory Streamlining Task Force Interim Update. **Page 282**

E. UTILITIES DEPARTMENT

1. Approval to establish the haulers compensation rates as listed and set the MSBU at \$235 for Program Year 2013 and authorization to include the Tentative Mandatory Refuse Collection Rate of \$235 on the 2012 Notice of Proposed Taxes. All Districts. **(Solid Waste Division) Page 283-287**
2. Approval to award Contract Y10-645-GC, Upgrade of Utilities Customer Information and Billing Solution to Pricewaterhouse Coopers in the total estimated contract award amount of \$7,900,000. All Districts. **(Customer Service Division) Page 288-291**

CONTINUED

TUESDAY, June 26, 2012

V. PUBLIC HEARINGS

Public hearings scheduled for 2:00 p.m.

A. Substantial Change

1. ✓ Applicant: Adam Smith, Stillwater Crossings & Center Bridge Planned Development (PD) Land Use Plan (LUP); amend plan; District 1

B. Development Review Committee Appeal

2. ✓ Appellant: Eagle Creek Development Corporation
Applicant: Nicholas Gluckman, Eagle Creek PD- Phase 1C and 2A (Village E) Eagle Creek Sales Trailer Development Plan, District 4

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

* * *

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.

7/PTROV

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, June 26, 2012

COUNTY COMPTROLLER

Items Requiring Consent Approval

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. 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. Disposition of Tangible Personal Property.

Approval to dispose of assets that were totaled out by our Third Party Administrator for their salvage value.

Asset Number	Asset Description	Purchase Date	Original Cost	Depreciated Value	Department/Office last using equipment	Disposition Requested	Justification
006423	CAR, FORD, CROWN VICTORIA	06/06/2008	20,579.00	3,887.54	Fire Rescue	Asset was totaled out by our Third Party Administrator for its \$9,753.50 salvage value	Asset was involved in an accident and deemed a total loss
015019	PICKUP TRUCK, CHEVROLET, SILVERADO 2005	10/19/2005	28,053.00	0.00	Solid Waste	Asset was totaled out by our Third Party Administrator for its \$20,150.00 salvage value	Asset caught on fire and was deemed a total loss




AGENDA DEVELOPMENT
201 South Rosalind Avenue • Re
407-836-5426 • Fax: 407-836-285

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
1

2802-1393

June 14, 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 JUNE 26, 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 February 1, 2012
Animal Services Advisory Board on April 17, 2012
Audit Committee on April 24, 2011
Butler Chain of Lakes Advisory Board on April 16, 2012
Citizens' Commission for Children on February 24, 2012
Code Enforcement Board on April 18, 2012
Deferred Compensation Advisory Committee February 28, 2012
Development Review Committee on April 11, 2012
Disability Advisory Board on April 9, 2012
Environmental Protection Commission on January 25, 2012
Health Council of East Central Florida on March 21, 2012
Housing Finance Authority on May 2, 2012
Lake Conway Water and Navigation Control District Advisory Board on April 10, 2012
Lake Holden Advisory Board on April 18, 2012
Lake Jessamine Water Advisory Board on April 19, 2012
Lake Price Advisory Board on October 11, 2011
Orange County Arts Education Center on December 13, 2011
Orange County Library Board of Trustees on April 12, 2012
Parks and Recreation Advisory Board on March 8, 2012 and April 12, 2012
Public Works Advisory Board on April 16, 2012
Roadway Agreement Committee on April 18, 2012
Special Magistrate on May 7, 2012
Student/Pedestrian Safety Committee on March 15, 2012

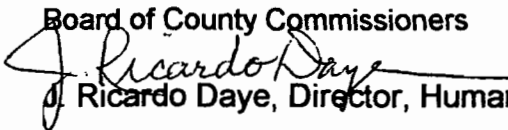
Copies of the minutes are available in the Agenda Development Office and the Clerk's Office.

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



June 15, 2012

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

FROM:  J. Ricardo Daye, Director, Human Resources Division

SUBJECT: CONSENT AGENDA – June 26, 2012
COLLECTIVE BARGAINING AGREEMENT,
THE CHARLES E. BROOKFIELD LODGE #86 OF THE
FRATERNAL ORDER OF POLICE (FOP) Fiscal Year 2010-2011

Contact: Pati Giambarberee, Human Resources Administrator
407-836-5828

Human Resources is pleased to present a ratified Charles E. Brookfield Lodge #86 of the Fraternal Order of Police (FOP) Agreement to the Board of County Commissioners for approval. This Agreement contains Article 27 – Wages, which was imposed by the Board of County Commissioners at an Impasse Hearing on April 3, 2012.

A Union ratification vote took place on May 17 and May 18, 2012. Of the employees voting, ninety-five percent (95%) voted to approve the Agreement.

The agreement represents no wage increase for Fiscal Year 2010-2011. Additionally, both parties agreed, as a result of a Special Magistrate Hearing (September 14, 2011), to insert language in the contract outlining the current practice of granting a promotional increase of 7½% when an employee is promoted to Corporal or Sergeant.

Human Resources will contact your office to offer a briefing of the Agreement. A copy of the Agreement is located in the file labeled "BCC Agenda Backup" in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

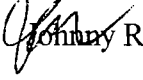
Action Requested:

Approval of Agreement between Orange County Board of County Commissioners, Orange County, Florida and The Charles E. Brookfield Lodge #86 of the Fraternal Order of Police, Fiscal Years 2009 – 2010 through 2011 – 2012 (Fiscal Year 2010 – 2011).

c: Ajit Lalchandani, County Administrator
Eric Gassman, Chief Accountability Officer
Linda Weinberg, Deputy County Administrator
Chris Testerman, Assistant County Administrator
James Harrison, Assistant County Administrator
Michael Tidwell, Chief, Corrections
Pati Giambarberee, Human Resources Administrator

June 5, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Elizabeth Serrano, Project Manager, Roads and Drainage Division

PHONE: 407-836-7873

SUBJECT: Award of Invitation for Bids Y12-1035-PD, Polyethylene Pipes and Fittings

RECOMMENDATION:

Approval to award Invitation for Bids Y12-1035-PD, Polyethylene Pipes and Fittings, to the low responsive and responsible bidder, Ferguson Waterworks, for a 1-year term contract in the estimated annual contract award amount of \$198,362.61. Further request authorization for the Purchasing and Contracts Division to exercise the option years. The Roads and Drainage and Business Development Divisions concur with this recommendation.

PURPOSE:

To provide a contract for polyethylene pipes and fittings to be ordered on an as-needed basis for various projects throughout the County.

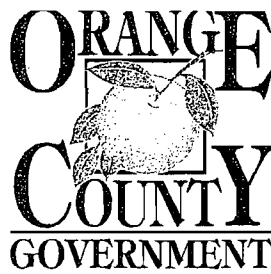
DISCUSSION:

Three bids were received in response to this Invitation for Bids. The bids were evaluated for price, responsiveness and responsibility. The award is recommended to the low responsive, responsible bidder, Ferguson Waterworks. The bid of Ferguson Waterworks was determined to be reasonable when compared to the county estimate and via price analysis with the other bids received. The bid of Grandview Pipe & Supply was rejected because it omitted numerous line items that were included on the bid proposal page. The bid of MCS Waterworks Company was rejected because it contained changes that materially differed from the solicitation. A bid tabulation is attached.

Polyethylene Pipes and Fittings, Y12-1035-PD
Page 2

Bid tabulation follows:

1. Ferguson Waterworks	
Basic Year	\$198,362.61
Option Year 1	\$198,362.61
Option Year 2	<u>\$198,362.61</u>
Total Estimated Bid	\$595,087.83
2. Grandview Pipe & Sully	
Basic Year	\$208,323.78
Option Year 1	\$208,323.78
Option Year 2	\$208,323.78
Total Estimated Bid	\$624,971.34
Non-responsive	
3. MCS Waterworks	
Basic Year	\$263,133.50
Option Year 1	\$276,653.50
Option Year 2	\$290,344.00
Total Estimated Bid	\$830,131.00
Non-responsive	




Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

May 3, 2012

TO: Perry Davis, Senior Purchasing Agent
Purchasing & Contracts Division

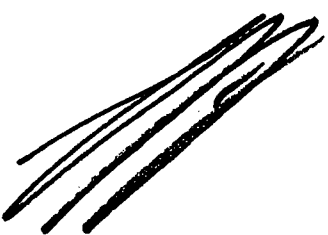
FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **IFB #Y12-1035, Polyethylene Pipes and Fittings**

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



RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Purchasing and Contracts Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

Ferguson Waterworks

Business Address (Street/P.O. Box, City and Zip Code):

801 Thorpe road

Orlando, Fl 32824

Business Phone: (407) 859-7473

Facsimile: (407) 859-9561

INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)

Name of Applicant's Authorized Agent:

Justin Montandon

Business Address (Street/P.O. Box, City and Zip Code):

801 Thorpe road Orlando, Fl 32824

Business Phone: (407) 859-7473

Facsimile: (407) 859-9561

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ^x___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ^x___ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ^x___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Justin Montandon
Signature of Bidder

4/23/12
Date

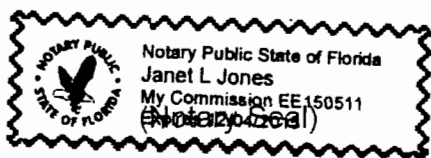
Print Name and Title of Person completing this form:

Justin Montandon

STATE OF Florida :
COUNTY OF Orange :

24th I certify that the foregoing instrument was acknowledged before me this day of April, 2012 by Justin Montandon. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

24th Witness my hand and official seal in the county and state stated above on the day of April, in the year 2012.



Janet L. Jones
Signature of Notary Public
Notary Public for the State of FL
My Commission Expires: 12-04-2015

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: x

This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Ferguson Waterworks

Name and Address of Principal's Authorized Agent, if applicable: _____

Justin Montandon- 801 Thorpe road, Orlando Fl 32824

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

Name and address of individual or business entity: No Lobbyists

Are they registered Lobbyist? Yes ___ or No___

Name and address of individual or business entity: _____

Are they registered Lobbyist? Yes ___ or No___

Name and address of individual or business entity: _____

Are they registered Lobbyist? Yes ___ or No___

Name and address of individual or business entity: _____

Are they registered Lobbyist? Yes ___ or No___

Name and address of individual or business entity: _____

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Name and address of individual or business entity: _____

Are they registered Lobbyist? Yes ___ or No___

Name and address of individual or business entity: _____

Are they registered Lobbyist? Yes ___ or No___

Name and address of individual or business entity: _____

Are they registered Lobbyist? Yes ___ or No ___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" does not include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	\$none

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 4/23/12

[Signature]
Signature of ☐ Principal or ☐ Principal's Authorized Agent

(check appropriate box)

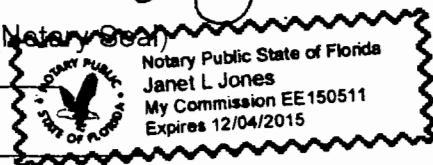
PRINT NAME AND TITLE: Justin Montandon- Municipal Sales

STATE OF Florida
COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 24th day of April, 2012 by Justin Montandon. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 24th day of April, in the year 2012.

[Signature]
(Notary Seal)



Signature of Notary Public
Notary Public for the State of FL

My Commission Expires: 12-04-2015

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) Ferguson Waterworks, Do hereby authorize (print agent's name), Justin Montandon, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) Y12-1035-PD Poly pipes & fitt, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

4/23/12
Date

Justin Montandon
Signature of Bidder

STATE OF Florida
COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 24th day of April, 2012 by Justin Montandon He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 24th day of April, in the year 2012.

James L. Bras
Signature of Notary Public
(Notary Seal) Notary Public for the State of FL

My Commission Expires: 12-04-2012




Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT

2

June 5, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

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

SUBJECT: Award of Invitation for Bids Y12-1037-DG, Right-of-Way
Mowing – West Orange Area, Section III

RECOMMENDATION:

Approval to award Invitation for Bids Y12-1037-DG, Right-of-Way Mowing – West Orange Area, Section III, to the low responsive and responsible bidder, Lawnwalker Services, Inc., in the estimated annual contract award amount of \$161,950 for a 1-year term. Further request authorization for the Purchasing and Contracts Division to exercise option years one and two. The Business Development Division and the Roads and Drainage Division concur with this recommendation. The Roads and Drainage staff anticipate that the entire contract amount will be ordered during the contract period. Funds will be cited on individual delivery orders.

PURPOSE:

To provide right-of-way mowing in the West Orange Area, Section III.

DISCUSSION:

Three bids were received in response to Invitation for Bids Y12-1037-DG and were evaluated for responsiveness, responsibility and price. Lawnwalker Services, Inc. is the lowest responsive responsible bidder. The bid is considered reasonable in comparison to prices for the same services provided under a current County right-of-way contract for the same area. Therefore award is recommended to Lawnwalker Services, Inc.

A bid tabulation is attached.

	BASIC YEAR	OPTION YEAR 1	OPTION YEAR 2	TOTAL EST BID
Lawnwalker Services, Inc.	\$161,950	\$104,615	\$ 96,060	\$362,625
Carol King Landscape Maintenance, Inc.	\$187,280	\$194,800	\$205,040	\$587,120
AmeriScapes Landscape Management Services	\$201,725	\$208,575	\$214,300	\$624,600




Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

May 10, 2012

TO: Dorothy Gordon, Senior Purchasing Agent
Purchasing & Contracts Division


FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **IFB #Y12-1037-DG, Right-of-way Mowing-West Orange Area, Section III**

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

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



RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Purchasing and Contracts Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

LawnWalker Services Pbc

Business Address (Street/P.O. Box, City and Zip Code):

9009 McKendree Rd
Wesley Chapel Fl. 33545

Business Phone: (813) 610-3168

Facsimile: 407 429-3790

INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)

Name of Applicant's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ☒ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ☒ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Tammy Walker
Signature of Bidder

Date 5-8-12

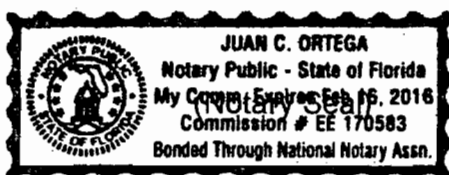
Print Name and Title of Person completing this form:

Tammy Walker pres, Lance Walker V.P.

STATE OF Florida :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 8th day of May, 2012 by Tammy Walker. He/she is personally known to me or has produced FL Driver's License as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 8th day of May, in the year 2012.



[Signature]
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 02/16/16

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____

This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Lawnwalker Services Inc 9009 McKendree Rd Wesley Chapel FL 33545

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓ No
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓ No
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓ No
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓ No
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓ No
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓ No
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓ No
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓ No

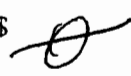
None

Part II
Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	\$ 

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 5-8-12

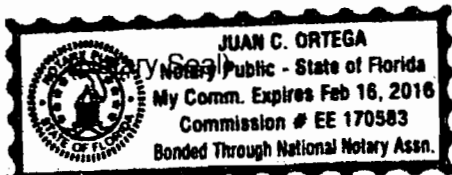
[Signature]
Signature of ☐ Principal or ☐ Principal's Authorized Agent
(check appropriate box)

PRINT NAME AND TITLE: Tammy Walker Pres
Lance Walker - V.P.

STATE OF Florida
COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 8th day of May, 2012 by Tammy Walker. He/she is personally known to me or has produced FL Driver's License as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 8th day of May, in the year 2012.



[Signature]
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 02/16/16

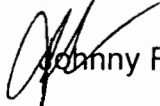
Staff signature and date of receipt of form _____
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.



Interoffice Memorandum

June 5, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

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

SUBJECT: Award of Invitation for Bids Y12-1038-DG, Right-of-Way
Mowing – West Orange Area, Section I

RECOMMENDATION:

Approval to award Invitation for Bids Y12-1038-DG, Right-of-Way Mowing – West Orange Area, Section I, to the low responsive and responsible bidder, Lawnwalker Services, Inc., in the estimated annual contract award amount of \$159,205 for a 1-year term. Further request authorization for the Purchasing and Contracts Division to exercise option years one and two. The Business Development Division and the Roads and Drainage Division concur with this recommendation. The Roads and Drainage staff anticipate that the entire contract amount will be ordered during the contract period. Funds will be cited on individual delivery orders.

PURPOSE:

To provide right-of-way mowing in the West Orange Area, Section I.

DISCUSSION:

Three bids were received in response to Invitation for Bids Y12-1038-DG and were evaluated for responsiveness, responsibility and price. Lawnwalker Services, Inc. is the lowest responsive responsible bidder. The bid is considered reasonable in comparison to prices for the same services provided under a current County right-of-way contract for the same area. Therefore award is recommended to Lawnwalker Services, Inc.

A bid tabulation is attached.

	BASIC YEAR	OPTION YEAR 1	OPTION YEAR 2	TOTAL EST BID
Lawnwalker Services, Inc.	\$159,205	\$113,135	\$ 89,900	\$360,240
Carol King Landscape Maintenance, Inc.	\$189,900	\$181,810	\$202,000	\$573,710
AmeriScapes Landscape Management Services	\$205,875	\$197,075	\$207,500	\$610,450



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

May 10, 2012

TO: Dorothy Gordon, Senior Purchasing Agent
Purchasing & Contracts Division


FROM: Kesi Warren, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB #Y12-1038-DG, Right-of-way-Mowing-West Orange Area, Section I

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

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



RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Purchasing and Contracts Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

Lawnwalker Services Pbc

Business Address (Street/P.O. Box, City and Zip Code):

9009 McKendree Rd

Wesley Chapel Fl. 33545

Business Phone: (813) 610-3168

Facsimile: Not 429-3790

INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)

Name of Applicant's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ☒ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ☒ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Tammy Walker
Signature of Bidder

Date

5-8-12

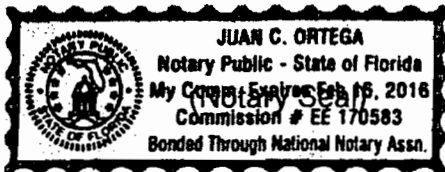
Print Name and Title of Person completing this form:

Tammy Walker pres, Lance Walker V.P.

STATE OF Florida :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 8th day of May, 2012 by Tammy Walker. He/she is personally known to me or has produced FL Driver's License as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 8th day of May, in the year 2012



[Signature]
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 02/16/16

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____

This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Lawnmower Services Inc 9009 McKendree Rd Wesley Chapel FL 33545

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓

NONE

**Part II
Expenditures:**

For this report, an "expenditure" means money, or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	\$ 0

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 5-8-12

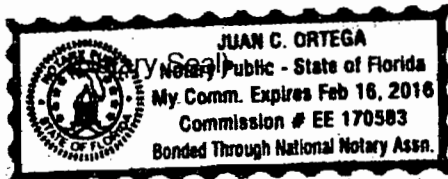
[Signature]
Signature of ☐ Principal or ☐ Principal's Authorized Agent
(check appropriate box)

PRINT NAME AND TITLE: Tammy Walker Pres
Lance Walker - V.P.

STATE OF Florida
COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 8th day of May, 2012 by Tammy Walker. He/she is personally known to me or has produced FL Driver's License as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 8th day of May, in the year 2012.



[Signature]
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 02/16/16

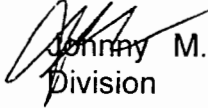
Staff signature and date of receipt of form _____
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.



Interoffice Memorandum

June 4, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny M. Richardson, Manager, Purchasing and Contracts
Division

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

SUBJECT: Award of Invitation for Bids Y12-721-SB
Minnesota Avenue Drainage Well Replacement and
Abandonment

RECOMMENDATION

Approval to award Invitation for Bids Y12-721-SB, Minnesota Avenue Drainage Well Replacement and Abandonment, to the low responsive and responsible bidder, Thompson Well & Pump, Inc. The total estimated contract award amount is \$141,453 (Alternate Bid). Sufficient funds are available in account 1023-072-5035-6330. The Roads and Drainage Division and the Business Development Division concur with this recommendation.

PURPOSE

The work includes the proper abandonment of an existing drainage well and the drilling and construction of a replacement drainage well, geophysical logging and flow testing of the replacement well, installation of various storm drainage pipes and structures, connection to the existing storm drainage system and activities related to mobilization, dewatering, erosion control and site restoration.

DISCUSSION

Four bids were received. Thompson Well & Pump, Inc., the low responsive and responsible bidder, achieved the M/WBE goal with 40.61% participation. The solicitation contained an alternate bid for an optional installation method for the drainage well surface casing. The base bid required the use of mud-rotary drilling installation method for installing the surface casing and the alternate bid allowed the installation method by impact driving. The alternate bid was determined to be more cost effective. Thompson Well & Pump, Inc. has a satisfactory record of performance and has been determined to be responsible.

After the initial award recommendation to AAA Construction Managers, Inc. was posted, a protest was filed by Thompson Well & Pump, Inc. The protest challenged the accuracy of the reference information provided by AAA Construction Managers Inc.

AAA Construction Managers, Inc. was afforded the opportunity to validate their references but failed to do so. Also staff researched information provided by AAA Construction Managers, Inc. and concluded that the information was not accurate. Therefore, the protest was upheld and AAA Construction Managers was determined to be non-responsible.

<u>Bids Received</u>	<u>Base Bid:</u>	<u>Alternate Bid:</u>
Thompson Well & Pump, Inc.	\$142,661.00	\$141,453.00
Conpilog International Company	\$165,661.92	\$159,326.92
Henderson Wilder, Contractor	\$169,290.00	\$164,115.00

Non-Responsible - AAA Construction Managers, Inc.



BUSINESS DEVELOPMENT DIVISION

June 4, 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: Y12-721-SB / Minnesota Avenue Drainage Well Replacement and Abandonment – Alternate Bid

The Business Development Division evaluated the 3 bids submitted for this project and found that the apparent low bidder Thompson Well & Pump, Inc. met the Orange County MWBE participation goal of 25%. They reported 40.61% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	Uribe Site Development	\$50,232.00
Wbe-wf	John B. Webb & Associates	\$3,200.00
Wbe-wf	Kathy Jackubcin Construction	\$4,012.50
Total MWBE Participation		\$57,444.50 (40.61%)

The second low bid submitted by Orange County certified firm Conpillog International Company met the Orange County MWBE participation goal of 25%. They reported 60.35% MWBE participation in their bid.


The third low bid submitted by Henderson Wilder, Contractor met the Orange County MWBE participation goal of 25%. They reported 33.86% MWBE participation in their bid.

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

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

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

c: Errick Young, Manager, Business Development Division



BID COMPARISON - ALTERNATE

IFB-Y12-721-SB / Minnesota Avenue Drainage Well Replacement and Abandonment

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	Thompson Well & Pump, Inc.	\$141,453.00	\$57,444.50	40.61%	na					0 / 0
2nd Low	Conpillog International Company [mbe-hm]	\$159,326.92	\$96,157.92	60.35%	na	\$17,873.92	12.64%			70 / 30
3rd Low	Henderson Wilder, Contractor	\$164,115.00	\$55,572.00	33.86%	na	\$22,662.00	16.02%	\$4,788.08	3.01%	83 / 17

For Staff Use Only:

Initially submitted on _____

Updated On _____

MINNESOTA AVENUE DRAINAGE WELL REPLACEMENT AND ABANDONMENT

Case or Bid No. Y12-721 -SB

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals.
 This form shall remain cumulative and shall be filed with the department processing your application.
 Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____

This is a Subsequent Form: _____

Part IPlease complete all of the following: ☐ Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____☐ Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Thompson Well & Pump, Inc, PO Box 371, Deland, FL 32721

Name and Address of Principal's Authorized Agent, if applicable: _____

☐ List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who have approval for this project. (Additional forms may be used as necessary.)

☐ List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who have approval for this project. (Additional forms may be used as necessary.)

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who have approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: N/A
 Are they registered Lobbyist? Yes ___ or No ___

2. Name and address of individual or business entity: N/A
 Are they registered Lobbyist? Yes ___ or No ___

3. Name and address of individual or business entity: N/A
 Are they registered Lobbyist? Yes ___ or No ___

4. Name and address of individual or business entity: N/A
 Are they registered Lobbyist? Yes ___ or No ___

5. Name and address of individual or business entity: N/A
 Are they registered Lobbyist? Yes ___ or No ___

6. Name and address of individual or business entity: N/A
 Are they registered Lobbyist? Yes ___ or No ___

7. Name and address of individual or business entity: N/A
 Are they registered Lobbyist? Yes ___ or No ___

8. Name and address of individual or business entity: N/A
 Are they registered Lobbyist? Yes ___ or No ___

☐ Company Name: _____

ATTACHMENT F

Page 1 of 3

For Staff Use Only:

Initially submitted on _____

Updated On _____

MINNESOTA AVENUE DRAINAGE WELL REPLACEMENT AND ABANDONMENT

Case or Bid No. Y12-721 -SB

Company Name: Thompson Well & Pump, Inc.**Part II****Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s. 112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
N/A			
		TOTAL EXPENDED THIS REPORT	\$ N/A

For Staff Use Only:

Initially submitted on _____

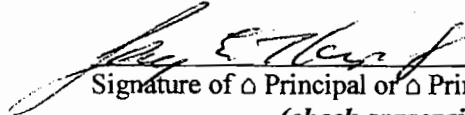
Updated On _____

MINNESOTA AVENUE DRAINAGE WELL REPLACEMENT AND ABANDONMENT

Case or Bid No. Y12-721 -SB

Company Name: Thompson Well & Pump, Inc.**Part III****ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 1/10/12

Signature of ☐ Principal or ☐ Principal's Authorized Agent

(check appropriate box)

PRINT NAME AND TITLE: Jerry Thompson
PresidentSTATE OF Florida :
COUNTY OF Volusia :

I certify that the foregoing instrument was acknowledged before me this 10th day of January, 2012 by Jerry Thompson. He/she is personally known to me or has produced personally known as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 10th day of January, in the year 2012.




Signature of Notary Public

Notary Public for the State of FloridaMy Commission Expires: 9/21/14

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y12-721 -SB**

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY APPLICANT

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Purchasing and Contracts Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**Legal Name of Applicant: Thompson Well & Pump, IncBusiness Address (Street/P.O. Box, City and Zip Code):
PO Box 371Deland, FL 32721-0371Business Phone (386) 740-0180Facsimile (386) 740-1753**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:****(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

N/ABusiness Address (Street/P.O. Box, City and Zip Code):
Business Phone () Facsimile ()

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y12-721 -SB**

Company Name: Thompson Well & Pump, Inc.

Part II

IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ ☒ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?

___ YES ___ ☒ NO

IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

N/A

(Use additional sheets of paper if necessary)

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y12-721 -SB**Company Name: Thompson Well & Pump, Inc.**Part III****ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.


Signature of Applicant

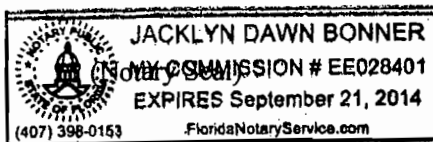
Date: 11/10/11

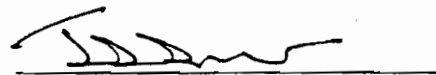
Print Name and Title of Person completing this form: Jerry Thompson
President

STATE OF Florida :
COUNTY OF Volusia :

I certify that the foregoing instrument was acknowledged before me this 10th day of January, 2012 by Jerry Thompson. He/she is personally known to me or has produced personally known as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 10th day of January, in the year 2012.




Signature of Notary Public
Notary Public for the State of FL
My Commission Expires:
9/21/14



Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
5

June 3, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Johnny M. Richardson, Manager, Purchasing and Contracts
Division

CONTACT: Troy Layton, Manager, Utilities Field Services Division
407-254-9700

SUBJECT: Award of Invitation for Bids Y12-766-PH, Aerial Crossing
Rehabilitation Phase II

RECOMMENDATION

Approval to award Invitation for Bids Y11-772 PH, Aerial Crossing Rehabilitation Phase II, to the low responsive and responsible bidder, Viktor Construction Corporation, for a total estimated contract award amount of \$187,000. Funding is available in account numbers 4420-038-1342-3197 and 4420-038-1344-3197. The Utilities Field Services Divisions and the Business Development Division concur with this recommendation.

PURPOSE

This project consists of the rehabilitation and coating of 28 existing utility mains at 24 different locations, where the mains cross canals or creeks. Above ground mains are exposed to the elements. This project is in various locations in Orange County.

DISCUSSION

None of the Bidders achieved any MWBE participation. Viktor Construction Corporation failed to achieve the desired M/WBE goal with 0% participation and no good faith effort documentation. A technical evaluation performed by staff supports the price submitted by Viktor Construction Corporation. Viktor Construction Corporation was awarded this contract for Phase I of this project and performed in a satisfactory manner. Also, the bid of Viktor Construction Corporation is within the County estimate of \$294,157. Viktor Construction Corporation has a satisfactory record of performance on other jobs similar in nature and has been determined to be responsible. Therefore, award is recommended to Viktor Construction Corporation.

Base Bid:

Viktor Construction Corporation	\$187,000
Harry's Painting and Enterprises, Inc.	\$512,908



BUSINESS DEVELOPMENT DIVISION

April 5, 2012

TO: Patty Hobbs, Senior Contract Administrator
Purchasing & Contracts Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y12-766-PH / Aerial Crossing Rehabilitation Phase II

The Business Development Division evaluated the 2 bids submitted for this project and found that the apparent low bidder Viktor Construction Corp. did not meet the Orange County MWBE participation goal of 25%. They reported 0% MWBE participation in their bid and did not provide good faith effort documentation.

The second low bid submitted by Harry's Painting and Enterprises, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0% MWBE participation in their bid and did not provide good faith effort documentation.

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-Y12-766-PH / Aerial Crossing Rehabilitation Phase II

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	Viktor Construction Corp.	\$187,000.00	\$0.00	0.00%	no					0 / 0
2nd Low	Harry's Painting and Enterprises, Inc.	\$512,908.00	\$0.00	0.00%	no	\$325,908.00	174.28%			7 / 23

For Staff Use Only:

Initially submitted on _____

Updated On _____

AERIAL CROSSING REHABILITATION PHASE II

Case or Bid No. Y12-766 -PH

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals.
This form shall remain cumulative and shall be filed with the department processing your application.
Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: ☒

This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): VIKTOR CONSTRUCTION Corp
385 BANANA ST, TARPON SP, FL 34689

Name and Address of Principal's Authorized Agent, if applicable: N/A

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: N/A
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

For Staff Use Only:

Initially submitted on _____

Updated On _____

AERIAL CROSSING REHABILITATION PHASE II

Case or Bid No. Y12-766 -PH

Company Name: VIKTOR CONSTRUCTION CORP

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s. 112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
TOTAL EXPENDED THIS REPORT			\$ 0

For Staff Use Only:

Initially submitted on _____

Updated On _____

AERIAL CROSSING REHABILITATION PHASE II

Case or Bid No. Y12-766 -PH

Company Name: VIKTOR CONSTRUCTION CORP

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 04/02/12

Harry Kavouklis
Signature of ☒ Principal or ☐ Principal's Authorized Agent
(check appropriate box)

PRINT NAME AND TITLE: HARRY KAVOUKLIS, PRES.

STATE OF FL
COUNTY OF PINELLAS

I certify that the foregoing instrument was acknowledged before me this 2ND day of APRIL, 2012 by HARRY KAVOUKLIS. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 2ND day of APRIL, in the year 2012.

(Notary  IRENE RINIOS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE095899
Expires 5/22/2015

Irene Rinos
Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form:

ATTACHMENT F

Page 3 of 3

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y12-766 -PH**

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY APPLICANT

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Purchasing and Contracts Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**Legal Name of Applicant: VIKTOR CONSTRUCTION CORPBusiness Address (Street/P.O. Box, City and Zip Code):
PO Box 1366TARPON SP, FL 34689Business Phone (727) 741-7200Facsimile (727) 934-1360**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:****(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

NIKITAS KAVOURLISBusiness Address (Street/P.O. Box, City and Zip Code):
PO Box 1366TARPON SP, FL 34689Business Phone (727) 741-7200Facsimile (727) 934-1360

OC CE FORM 2P

FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y12-766 -PH**

Company Name: VIKTOR CONSTRUCTION CORP

Part II

IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ☒ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?

___ YES ☒ NO

IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

(Use additional sheets of paper if necessary)

Attachment G

Page 2 of 3

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number Y12-766 -PH

Company Name: VIKTOR CONSTRUCTION CORP**Part III****ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Harry Kavouklis
Signature of Applicant

Date: 4/2/12

Print Name and Title of Person completing this form: HARRY KAVOUKLIS, PRES

STATE OF FL
COUNTY OF PINELLAS:

I certify that the foregoing instrument was acknowledged before me this 2ND day of APRIL, 2012 by HARRY KAVOUKLIS. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 2ND day of APRIL, in the year 2012.

(Notary Seal)  IRENE RINOS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE095899
Expires 5/22/2015

Irene Rinos
Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Notary signature and date of receipt of form
Notary review and date of receipt of form and date of receipt of information provided herein

AGENT AUTHORIZATION FORM
FOR PROCUREMENTS IN ORANGE COUNTY, FLORIDA



I/WE, (PRINT BIDDER, OFFEROR, QUOTER OR RESPONDENT NAME)

HARRY KAVOUKLIS, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT
(PRINT AGENT'S NAME), NIKITAS KAVOUKLIS, TO EXECUTE ANY PETITIONS OR
OTHER DOCUMENTS NECESSARY TO AFFECT THE **CONTRACT** APPROVAL **PROCESS** MORE SPECIFICALLY
DESCRIBED AS FOLLOWS, IFB NO. Y12- 766-PH, AERIAL CROSSING REHABILITATION PHASE II,
AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY
CONSIDERING THIS **CONTRACT** AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO
THIS CONTRACT.

Date: 4/2/12

Harry Kavouklis
Signature of Bidder, Offeror, Quoter or Respondent

STATE OF FL :
COUNTY OF PINELLAS :

I certify that the foregoing instrument was acknowledged before me this 2ND day of
APRIL, 2012 by HARRY KAVOUKLIS He/she is personally known to me or has
produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 2ND day
of APRIL, in the year 2012.

(Notary Seal)

Irene Rinios
Signature of Notary Public
Notary Public for the State of _____

My Commission Expires: _____

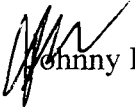




Interoffice Memorandum

June 4, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Chief Michael Tidwell, Director, Corrections Department
(407) 836-3564

SUBJECT: Approval of Amendment 6, Contract Y7-101-GJ
Food Service for Corrections Facilities

RECOMMENDATION:

Approval of Amendment 6, Contract Y7-101-GJ, Food Service for Corrections Facilities, with Trinity Services Group, Inc., for a 30 day extension of the contract performance period, for an estimated contract amount of \$243,432, for a revised total estimated contract amount of \$18,788,466.60.

PURPOSE:

To extend the contract's performance period to allow time required for the solicitation, negotiation and award of a new contract for this service.

DISCUSSION:

On March 6, 2012, the Board approved an extension of the contract performance period by 128 days to August 14, 2012. Since that time, a solicitation for a new food services contract has been issued. The solicitation requires two responses. Both responses contain qualifications and cost components. However, one response included the County traditional MWBE requirement and the other provides for an outreach program to address recidivism through culinary training and employment. Proposals are currently due on June 29, 2012.

Although a solicitation period (from issuance to proposal due date) of 38 days was included in the solicitation, this period was extended by 29 days to address concerns of potential competitors that they needed more time to develop the outreach component of their proposal. This additional 30 day extension is necessary to ensure the continuity of contract services during the solicitation period and to provide adequate mobilization for the successful contractor.



Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT

7

June 7, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Johnny M. Richardson, Manager, Purchasing and Contracts Division
PHONE: (407) 836-5680

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

SUBJECT: Approval of Amendment 4, Contract Y9-173
Term Contract for Storm Sewer Pipe Installation & Repair II

RECOMMENDATION

Approval of Amendment 4, Contract Y9-173, Term Contract for Storm Sewer Pipe Installation & Repair II, with Stage Door II, Inc. in the estimated amount of \$600,000. This amendment will increase the estimated contract amount from \$3,099,054 to \$3,699,054. Funds are available in account 1002-072-2906-3197. The Roads and Drainage Division concurs with this recommendation.

PURPOSE

To increase the estimated contract amount to address current requirements for rehabilitation of existing storm sewer drainage systems beyond the initial amount of the contract. The performance period was previously extended from June 4, 2012 through December 3, 2012 via Amendment No. 3. The work includes the installation and repairing of storm sewer pipes, ditch bottom inlets, curb inlets and roadside ditches and swales. All work under this contract will be on an as-needed basis and at various locations throughout Orange County.

DISCUSSION

The total estimated contract amount of \$3,099,054 for Contract Y9-173 is approaching 100% usage. This increase will allow continued use of this contract for five pending projects, reduce the need for emergency purchases, and provide adequate time to prepare a new solicitation. Unit prices established in the basic contract will remain unchanged. Therefore, approval of this amendment in the estimated contract amount of \$600,000 is recommended to Stage Door II, Inc.



Interoffice M

REAL ESTATE MANAGEMENT ITEM 1

DATE: June 4, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

CONTACT PERSON: Ann Caswell, Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION BY THE MAYOR OF OPTION TO LEASE AGREEMENT BETWEEN FAMLEE INVESTMENT COMPANY AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXECUTE SITE LEASE AGREEMENT(S), IF NEEDED

PROJECT: Hurricane Recovery Debris Site
Judge Road
Orlando, Florida

District 4

PURPOSE: To provide for access, operation, and maintenance of a debris facility.

ITEM: Option to Lease Agreement
Cost: \$10
Size: 4.69 acres
Term: Expires November 30, 2013

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

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

REMARKS: This action provides Orange County (County) the option to lease property for use as a debris storage site, in the event a weather emergency is declared by the Mayor. The form of the Site Lease Agreement is attached to the Option to Lease Agreement as Exhibit "B".

The County at its expense shall maintain the leased premises and must remove all accumulated debris and restore the leased premises to its original condition, ordinary wear and tear excepted, at the termination of any lease.

Famlee Investment Company may terminate this Option Agreement (and any Lease Agreement entered into pursuant to this Option Agreement, when site is not then used as a debris site) upon thirty (30) days written notice to County, provided the proposed date of termination is between December 1 to April 30 or upon one hundred twenty (120) days written notice between May 1 to November 30 of any given year.

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




Interoffice Memo


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
9

REAL ESTATE MANAGEMENT ITEM 2

DATE: June 4, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: John D. Terwilliger, Director 
Administrative Services Department

FROM: Ruby Fortson, Acquisition Agent 
Real Estate Management Division

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

DIVISION: Real Estate Management
Phone: 836-7087

ACTION REQUESTED: APPROVAL OF CONTRACT FOR SALE AND PURCHASE AND WARRANTY DEED BETWEEN RICHARD E. ARMSTRONG AND CHERYL A. ARMSTRONG, INDIVIDUALLY AND AS TRUSTEES OF THE RICHARD E. ARMSTRONG AND CHERYL A. ARMSTRONG REVOCABLE TRUST AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Master Pump Station No. 3025 (Bel-Aire Woods)

District 6

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

ITEMS: Contract for Sale and Purchase

Warranty Deed (Instrument 103.1)
Cost: \$89,000
Size: 11,490 square feet

ACCOUNT: Account No.: 4420-038-1503-21-6110

FUNDS: \$ 90,205.25 Payable to First American Title Insurance Company
(purchase price and closing costs)

APPROVALS: Real Estate Management Division
Utilities Department
Risk Management Division

REMARKS: The existing pump station located in the Bel-Aire Woods Subdivision
needs to be replaced and the site is inadequate to accommodate
reconstruction.

This property is located at 6595 Kreidt Drive in the Bel-Aire Woods
Subdivision. The purchase price is at appraised value.

Seller to pay documentary stamp tax and pro-rated taxes.

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



Interoffice Mer

REAL ESTATE MANAGEMENT ITEM 3

DATE: June 4, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

CONTACT PERSON: Ann Caswell, Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF QUIT-CLAIM DEED FROM BARRY UNIVERSITY, INC. TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Commerce Blvd (Barry University)

District 3

PURPOSE: To clear title to a portion of Commerce Boulevard.

ITEM: Quit-Claim Deed
Cost: None

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

REMARKS: Barry University, Inc. discovered a title issue concerning a possible overlap of their fee simple ownership with the boundary of a portion of Commerce Boulevard right-of-way during some survey work. This Quit-Claim Deed is intended to clear up that title issue.

Grantor to pay all recording fees.

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




Interoffice Memo


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
11

REAL ESTATE MANAGEMENT ITEM 4

DATE: June 18, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: John D. Terwilliger, Director 
Administrative Services Department

FROM: Linda Hinote, Title Examiner 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF WARRANTY DEED FROM WILLIAM E. CARPENTER, JR. AND DANA FEASTER CARPENTER, INDIVIDUALLY AND AS TRUSTEES OF THE WILLIAM E. CARPENTER REVOCABLE TRUST DATED JULY 2, 1999 AND CARL R. JULIAN TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Wal-Mart for Wakulla Way @ US 441

District 6

PURPOSE: To provide for access, construction, operation, and maintenance of road widening improvements as a requirement of development.

ITEM: Warranty Deed (Instrument 101.1)
Cost: Donation
Size: 10,944 square feet

APPROVALS: Real Estate Management Division
Public Works Department
Risk Management Division

REMARKS: Grantor to pay all recording fees.

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



Interoffice Memo

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
12

REAL ESTATE MANAGEMENT ITEM 5

DATE: June 6, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

CONTACT PERSON: Ann Caswell, Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF QUIT-CLAIM DEED FROM WORLD CHOICE INVESTMENTS, LLC, F/K/A DIXIE STAMPEDE, LLC TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Lake Street Extension (Chelsea Orlando Development)

District 1

PURPOSE: To clear title to a portion of Lake Street.

ITEM: Quit-Claim Deed
Cost: Donation
Size: 2,100 square feet

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

REMARKS:

The County Surveyor discovered a discrepancy between the descriptions contained in a right-of-way deed and on a map filed in a State Road Map Book. This Quit-Claim Deed is being given to clear title to the area of the discrepancy.

Grantor to pay all recording fees.

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



Interoffice Memo

REAL ESTATE MANAGEMENT ITEM 6

DATE: June 5, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

CONTACT PERSON: Ann Caswell, Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF CONSERVATION AND ACCESS EASEMENT
BETWEEN REDUS FLORIDA LAND, LLC AND ORANGE COUNTY
AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Windermere Botanical Gardens CAIP #11-11-037

District 1

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

ITEM: Conservation and Access Easement
Cost: Donation
Total size: 1.95 acres

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

REMARKS:

Conservation Area Impact Permit No. 11-11-037 issued by Orange County Environmental Protection Division requires a Conservation Easement on a portion of the site being developed. This Conservation Easement will protect and preserve the property forever in its existing natural condition and prevent any use that will impair or interfere with the environmental value of the property. Those wetland and upland areas included in the Conservation Easement that are to be enhanced, restored, or created pursuant to the Permit shall be retained and maintained in the enhanced, restored, or created conditions required by the Permit.

The Grantor is providing access to the Conservation Easement by a specific Access Easement description from McKinnon Road to the conservation area which is attached to and made a part of the Conservation and Access Easement.

Grantor to pay all recording fees.

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



Interoffice Memo
COMMUNITY AND ENVIRONMENTAL SERVICES DEPARTMENT

I. CONSENT AGENDA
COMMUNITY AND ENVIRONMENTAL
SERVICES DEPARTMENT
DEPARTMENT


1

DEPARTMENT

AGENDA ITEM

May 29, 2012

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

FROM: Lori Cunniff, Manager
Environmental Protection Division 

SUBJECT: June 26, 2012, Consent Item
Renewal of Butler Marine Patrol Services for the Windermere Water and Navigation Control District

The Butler Marine Patrol, established in 1988, has been providing boating law enforcement on the Butler Chain of Lakes for the past 24 years. The Butler Marine Patrol has consisted of Florida Fish and Wildlife Conservation Officers and retired/off-duty deputies from the Orange County Sheriff's Office. The Butler Patrol is funded by the Windermere Water and Navigation Control Taxing District and its primary mission is to provide boating safety, fish and wildlife law enforcement and assistance on environmental issues.

On May 21, 2012, the Butler Chain of Lakes Advisory Board approved a resolution recommending the renewal of the services contract for the Butler Marine Patrol for Fiscal Year 2012/2013. Attached is a copy of the Butler Chain of Lakes Advisory Board Resolution, along with Exhibit A, which details the scope of services of the contract.

This renewal of the Butler Patrol Services Contract will be effective from October 1, 2012 through September 30, 2013, with the same hourly rates under the existing contract approved by the Board of County Commissioners last year on June 28, 2011.

ACTION REQUESTED: Acceptance of the Butler Chain of Lakes Advisory Board's recommendation to renew the Butler Marine Patrol Services Contract for the Windermere Water and Navigation Control District for Fiscal Year 2012/2013, effective October 1, 2012. District 1

Attachments

c: Ajit Lalchandani, County Administrator
Chris Testerman, Assistant County Administrator
Joel D. Prinsell, Deputy County Attorney
Melvin Pittman, Director, Community and Environmental Services Department
Pat Bythwood, Manager, Fiscal and Human Resources, Community and Environmental Services Department

**Windermere Water and Navigation Control District
Butler Chain of Lakes Advisory Board Meeting
Of May 21, 2012**

**RESOLUTION TO RENEW THE BUTLER PATROL
SERVICES FOR THE 2012-2013 FISCAL YEAR
(October 1, 2012 - September 30, 2013)**

Present		Absent
<input type="checkbox"/>	Cheryl Miller	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Ann Connolly	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Robert Binkley	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Ijaz Ahmed	<input type="checkbox"/>
<input type="checkbox"/>	Garritt Toohey	<input checked="" type="checkbox"/>

The members of the Windermere Water and Navigation Control District Advisory Board (Butler Chain of Lakes Advisory Board) met on **May 21, 2011**. After discussion regarding the Butler Patrol Services for the new fiscal year (October 1, 2011 - September 30, 2012); the Board voted to recommend the renewal of the Butler Patrol contract; with minor modifications to Exhibit A (Scope of Services), following the same contract and hourly fees approved by the Board of County Commissioners a year ago, on June 28, 2011 (with hourly pay rates for the Patrol Officers of \$28 on weekdays and \$33 on weekends and the Patrol Administrator being compensated an additional \$2 per hour above the Patrol Officer hourly rates of pay). A **motion** was made by Robert Binkley which was seconded by Ann Connolly and carried with all present members voting AYE by voice vote.

In Favor		Opposed
<input checked="" type="checkbox"/>	Cheryl Miller	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Ann Connolly	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Robert Binkley	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Ijaz Ahmed	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Garritt Toohey	<input type="checkbox"/>

MOTION: Passed Failed

The official meeting minutes will be submitted to the Board of County Commissioners for approval at a later date.

Approved by:

Ann Connolly
Ann Connolly, Vice-Chair

May 21, 2012
Date

EXHIBIT "A"

BUTLER PATROL SCOPE OF SERVICES

Duties and Responsibilities

General

- Patrol for infractions of local, state and federal laws, regulations or ordinances that pertain to environmental or public safety matters.
- Provide assistance to other agencies responding to or investigating matters on the Butler Chain of Lakes (BCOL).
- Investigate complaints related to public safety or environmental violations on the BCOL.
- Assist the staff of the Orange County Environmental Protection Division (EPD) in matters related to protecting the Chain from environmental harm and navigational improvements.
- General housekeeping and maintenance of Windermere Boathouse and Orange County patrol vessels.

Specific

- The Butler Patrol Contractors consist of one (1) Butler Patrol Administrator and a sufficient number of Butler Patrol Officers needed to fulfill the basic schedule as set forth in Table 1. Any deviations from the schedule in Table 1 must be pre-approved by EPD Project manager or the Butler Patrol Administrator. Failure to obtain approval(s) may result in non-payment.
- Any shift substitutions or non-scheduled patrol work will be subject to approval at the discretion of the EPD Project Manager or the Butler Patrol Administrator. Failure to obtain approval(s) may result in non-payment.
- Normal shift hours shall be between 10:00-22:00 unless pre-approved by the EPD Project Manager or the Butler Patrol Administrator. Failure to obtain approval(s) may result in non-payment.
- All Butler Patrol Contractors shall "clock-in" at the start of each patrol service and "clock-out" at the end of each patrol service. An electronic time clock and timecards are located at the Windermere Boathouse. In addition, the Contractor shall also be allotted 15 minutes before and after each shift for preparation and mobilization.
- Chargeable times will be recorded and paid to the nearest quarter hour. Failure to "clock-in or out" must be authorized by Patrol Administrator. Repeated failure to

“clock-in or out” may result in non-payment or termination.

- Weekdays (non-holiday) shall consist of only one officer on duty per any given time unless pre-approved by EPD Project Manager or the Butler Patrol Administrator. Failure to obtain approval(s) may result in non-payment.
- Summer weekends and holidays (as listed in Table 2) shall consist of two officers operating with a 4-6 hour overlap unless pre-approved by EPD Project Manager or the Butler Patrol Administrator. Failure to obtain approval(s) may result in non-payment.
- Each Butler Patrol Officers timecards must be submitted with the end of month invoices, failure to submit timecards may result in nonpayment of invoice.
- No officer shall be allowed to work more than a 12 hour shift in a 24 hour period unless pre-approved by the EPD Project Manager or the Butler Patrol Administrator. Failure to obtain approval(s) may result in non-payment.
- Excessive shift substitution or repeated deviation from the requirements set forth in this document can result in the suspension from scheduling or termination from this contract.
- Each officer on duty shall maintain a Butler Patrol Daily Operations Log that shall include, at a minimum, the following: Officers name, date, activity information, any special notes or observations.
- Each Butler Patrol Officer shall maintain a Daily Warning/Violation Log. This log shall list the type of warning issued, vessel registration #, address of boat owner, any special notes or observations. This log shall be available to EPD Project Manager for needs assessment and education/outreach purposes.
- If an Officer issues a Notice of Violation (NOV) for an environmental and/or permit violation the officer shall provide a hard copy of the NOV to the EPD's Environmental Permitting and Compliance Environmental Program Supervisor within 24 hours.

Butler Patrol Administrator Duties:

- Butler Patrol Administrator shall be paid for actual patrol time, and the following administration tasks: recruitment of new patrol officers, coordination of patrol schedules, payroll and special projects as pre-approved by EPD Project Manager. Administration time shall not exceed 15 hours per month between September-December-April-March and shall not exceed 20 hours per month May-April through-August-November.
- The Patrol Administrator shall attempt to fulfill the schedule as listed in Table 1

2

BUTLER PATROL SCOPE OF SERVICES

with highest priority being weekends and holidays. Any increase in the weekday hours of 72/hrs/week (summer) or 56 hrs/week (winter) must be approved by the EPD Project Manager or the Butler Patrol Administrator at least 24 hours prior to any work activity.

- The Butler Patrol Administrator or his/her designee shall serve as the primary point of contact shall be available by phone during normal business hours (08:00-17:00).
- The Butler Patrol Administrator will submit a monthly patrol schedule to the EPD Project Manager no later than one week before the expiration of the previous month's schedule. The schedule will outline the following:
 - Date;
 - Officer name;
 - Specific times on duty.
- The Patrol Administrator shall develop and present a Monthly Patrol Report outlining the following:
 - Summary of Patrol hours;
 - Warnings and Ticket summary including: number, type and month of issuance;
 - Environmental issues summary including: shoreline clearings, turbid water discharges, dredging, filling, etc.
 - Navigational concerns and comments.

TABLE 1

Season*	Weekdays Shift (1 officer)	Weekend Shift (2 Officers)
Summer	12 hrs/day	24 hrs/day
Intermediate	12 hrs/day	16 hrs/day
Winter	8 hrs/day	16 hrs/day

*Summer (March 1 thru September 30), Intermediate (October 1 thru November 30) and Winter (December 1 thru February 30)

TABLE 2

New Years Day	Martin Luther King Day	Memorial Day
4 th of July	Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve	Christmas Day
<u>Floating Holiday</u>		

Interoffice Memorandum

May 22, 2012

AGENDA ITEM

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

THRU: Melvin Pittman, Director
Community and Environmental Services Department

FROM: Matt Suedmeyer, Manager
Parks and Recreation Division

SUBJECT: **CONSENT AGENDA – June 26, 2012**
Interlocal Agreement Regarding the Maintenance of the Cady Way Bike Trail

The Interlocal Agreement regarding the maintenance of the Cady Way Bike Trail, between the County, the City of Orlando and the City of Winter Park, became effective in 2005, but has since expired. Since that time, County staff has been coordinating with both cities to renew the Agreement. The attached Agreement provides for administrative fees that consist of staff time required to perform the following: site inspections, patrolling for safety and cleanliness, emptying trash cans, and oversight of the landscape maintenance contract.

The County and both cities will be responsible for proportionate shares of funding that corresponds to the percentage of bike trail within each political jurisdiction (i.e. landscape maintenance, utilities and administration fees).

This Interlocal Agreement shall be effective on the date of full execution and shall remain in effect through December 31, 2014. The Interlocal Agreement has been executed by the Mayor of Orlando and the Mayor of Winter Park.

The County Attorney's office has approved the Interlocal Agreement as to form.

Action Requested: Approval of the Interlocal Agreement between Orange County, Florida, the City of Orlando and the City of Winter Park regarding the maintenance of the Cady Way Bike Trail. Districts 3 and 5.

Attachment

c: Ajit Lalchandani, P.E., County Administrator
Chris Testerman, Assistant County Administrator
Kyle Kent, Assistant Manager, Parks and Recreation Division

**INTERLOCAL AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA, THE CITY OF ORLANDO
AND THE CITY OF WINTER PARK REGARDING
MAINTENANCE OF THE CADY WAY BIKE TRAIL**

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, whose address is Orange County Administration Center, 201 South Rosalind Avenue, Orlando, FL 32801 ("Orange County"); the CITY OF ORLANDO, a Florida municipal corporation, whose address is Orlando City Hall, 400 South Orange Avenue, Orlando, FL 32801 ("City of Orlando"); and the CITY OF WINTER PARK, a Florida municipal corporation, whose address is Winter Park City Hall, 401 Park Avenue South, Winter Park, FL 32789 ("City of Winter Park"), hereinafter individually called "Party" and collectively called "Parties".

RECITALS

WHEREAS, the Parties have previously entered into a Memorandum of Understanding dated October 5, 1992 (hereinafter "Memorandum of Understanding"), wherein they expressed their desire to construct and maintain the Cady Way Greenway, also known as the Cady Way Bike Trail (hereinafter "Bike Trail"), which would connect Orange County and Seminole County Line (Hall Road) to the Fashion Square Mall (Bennett Road) in Orlando; and

WHEREAS, the Parties agreed in the Memorandum of Understanding that following completion of construction of the Bike Trail, the maintenance of the Bike Trail shall be contracted by Orange County to a private landscape maintenance firm; and

WHEREAS, the Parties subsequently entered into an Interlocal Agreement dated January 10, 1994 ("the 1994 Agreement") in which they agreed that Orange County, through the

Orange County Park and Recreation Division, shall administer said maintenance contract and that the Parties shall fund the maintenance provided pursuant to the maintenance contract; and

WHEREAS, the term of the 1994 and 2005 agreements have expired; and

WHEREAS, the services have continued beyond the expiration date of January 1, 2011 and both parties agree that any outstanding payment(s) will be made within thirty (30) days after this agreement is approved and fully executed by the parties; and

WHEREAS, the Parties wish to continue the cooperative arrangement for maintaining and funding the maintenance of the Bike Trail; and

WHEREAS, the Parties desire to specify the maintenance that shall be provided to the Bike Trail and the terms for collection of funding for such maintenance among the Parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and given to each other, the Parties agree as follows:

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

Section 2. *Terms of Landscape Maintenance Contract.* Orange County shall, through its competitive bid procurement process, enter into a contract with a private landscape maintenance firm for such firm to maintain the Bike Trail in good appearance and condition at the level of standards for Orange County Parks and Recreation Division. A copy of the awarded landscape maintenance contract will be provided to the City of Orlando and the City of Winter Park. Such contractual maintenance services shall include the following:

- A. Watering, fertilizing and spraying of pesticides upon grass, shrubbery and trees along the Bike Trail;

- B. Mowing of grass along the Bike Trail, including the grass upon slopes descending from the Bike Trail into the bottom of dry ditches;
- C. Trimming of shrubbery and trees along the Bike Trail;
- D. Removal of bottles, cans, paper and any other litter or debris;
- E. Sweeping and blowing cut grass and dirt from walkways and bicycle paths along the Bike Trail; and
- F. Cleaning of water fountains and picnic tables.

For the purpose of this Section, the term “along the Bike Trail” shall mean all areas of the Bike Trail including walk-on entrances from apartments and houses, along with the main walk-on entrances, but shall exclude parking areas.

Section 3. *Administrative Fee.* Fee consists of staff time required to perform the following tasks:

- A. Site inspections along the Bike Trail by Orange County Parks and Recreation Division Management;
- B. Patrolling along the Bike Trail for safety and cleanliness;
- C. Emptying of trash cans along the Bike Trail; and
- D. Oversight of Landscape Maintenance Contract, vendor compliance and monthly invoicing to the City of Orlando and City of Winter Park.

Section 4. *Notice of Landscape Maintenance and Administrative Fee Expenses.*

Within forty-five (45) days following entry into a contract for maintenance of the Bike Trail, Orange County shall furnish to the City of Orlando and the City of Winter Park a statement of the cost of maintenance services provided by a private landscape maintenance firm pursuant to the above-described maintenance contract and administrative fees as described in Section 3.

Such statement shall be itemized according to each of the Parties proportionate share of the funding responsibility as provided in Section 5 herein.

Section 5. Payment of Landscape Maintenance Contract Expenses, Utilities and Administrative Fees. The Parties shall apportion payment of expenses for utilities provided to the Bike Trail, expenses incurred for the maintenance of the Bike Trail, and administrative fees provided pursuant to the contract between a private landscape maintenance firm and Orange County, in the following manner:

- | | |
|---------------------|--|
| ORANGE COUNTY | - Fifty percent (50%) of utilities, maintenance expenses and administrative fees. |
| CITY OF ORLANDO | - Forty-five percent (45%) of utilities, maintenance expenses and administrative fees. |
| CITY OF WINTER PARK | - Five percent (5%) of utilities, maintenance expenses and administrative fees. |

The apportionment of funding for utilities, maintenance expenses and administrative fees of the Bike Trail corresponds to the percentage of the Bike Trail within the Parties' political jurisdiction limits and ownership interests in real property which comprise portions of the Bike Trail. If the political jurisdiction limits or such ownership interests of the Parties are altered in a manner which increases or decreases the percentage of the Bike Trail within the Parties' political jurisdiction limits or described ownership interests, within sixty (60) days following such alteration, the Parties shall execute an amendment to this Agreement to apportion funding of utilities, maintenance and administrative fee by the Parties in accordance with such alteration.

The City of Orlando and the City of Winter Park shall render payment to Orange County as described in this Section within thirty (30) days of receipt of the above-described written statement from Orange County.

Section 6. *Repair and Replacement.* Upon written notification or knowledge of any defects in the condition of asphalt, trees, drainage ditches and structures along the Bike Trail including, but not limited to, fences, furniture, pavilions, trash receptacles, water fountains and picnic tables, Orange County shall repair the defective condition, if such condition is within the unincorporated limits of Orange County, or shall notify, in writing, either the City of Orlando or the City of Winter Park, according to the political jurisdiction limits in which the defective condition is located. Upon receipt of written notification of a defective condition within either one of the Parties' political jurisdiction limits, the notified party shall repair or replace the defective condition within thirty (30) days, or within a reasonable time if the repair or replacement cannot reasonably be completed within thirty (30) days. For the purposes of this Section, the terms "repair or replacement" shall include replacements, restoration, renewals, alterations, additions and betterments necessary to maintain the good appearance and condition of the Bike Trail. Orange County will coordinate replacement and repairs of all defective items to ensure standardization of items.

Section 7. *Liability.* The Parties, to the extent allowable by Section 768.28, Florida Statutes, shall indemnify and hold harmless each other, to the extent of each party's proportionate percentage share of funding responsibility set forth in Section 5, from and against any and all liability, claims, damages, expenses, actions and costs of actions (including attorneys' fees and costs, and attorneys' fees and costs on appeal), of any kind or nature, except costs for repair and replacement as set forth in Section 6, for any negligent act or omission

arising out of or in any way connected with the use, occupancy, maintenance or control of the Bike Trail. However, nothing contained herein shall constitute a waiver by any Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 8. Provision and Maintenance of Signs and Pavement Markings. The Parties shall individually provide and maintain the signs and pavement markings along the Bike Trail in accordance with their respective political jurisdiction limits and ownership interests. Signs and pavement markings will comply with the standards and practices set forth in the manual on Uniform Traffic Control Devices ("MUTCD") Part 9, Traffic Controls for Bicycle Facilities. The repair and replacement of the signage shall occur in accordance with the procedure set forth in Section 6 entitled, Repair and Replacement.

Section 9. Notices. Any notice, statement, request or other communication which the Parties may be required to give each other shall be in writing and shall be mailed or delivered to the other Parties at the address specified below, or to such other address as a Party shall have designated by written notice. If mailed, the communication shall be by certified mail with return receipt requested.

To ORANGE COUNTY: Division Manager
Orange County Parks & Recreation Division
4801 W. Colonial Drive
Orlando, FL 32808

To CITY OF ORLANDO: Director of Public Works
Orlando City Hall
400 S. Orange Avenue, 8th FL
Orlando, FL 32801

To CITY OF WINTER PARK: Parks Director
Winter Park City Hall
Parks & Recreation Department
401 Park Avenue South
Winter Park, FL 32789

Section 10. Default. If any of the Parties fail to perform any of the obligations specified herein, such Party shall remedy such failure within fourteen (14) days of receipt of written notice of non-performance and provide written notice of compliance to the other Parties within five (5) days of compliance with such obligation. If a Party has failed to perform an obligation under this Agreement and has failed to reasonably remedy such non-performance or to provide a notice of compliance, the other Parties shall have the right to remedy the non-performance on such Party's behalf and to assess against such Party the amount of costs incurred for providing performance.

Section 11. Prohibition of Assignment. Assignment, in whole or in part, of this Agreement is prohibited, unless written consent is provided by all Parties.

Section 12. Construction of Improvements. The Parties may individually perform construction of new improvements to the Bike Trail, provided, however, that prior written consent is provided by all Parties. Nonetheless, each Party shall be solely responsible for payment of its expenses incurred in connection with construction of new improvements pursuant to this Section.

Section 13. Term of Agreement. This Agreement shall be effective on the date of full execution by the Parties and shall remain in effect through December 31, 2014.

Section 14. Renewal of Agreement. If the Parties consent in writing to renewal of this Agreement, it shall be renewed for only an additional three (3) year period by an appropriately approved Letter of Approval of Continuation, which shall be attached to this Agreement, and shall include the signatures of the legally authorized representative of the Parties and the dates of execution.

Section 15. Invalidity of Particular Provision. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

Section 16. Binding Effect. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the successors and permitted assigns.

Section 17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, written or oral, pertaining only to the specific matters set forth herein. Furthermore, this Agreement may not be altered or modified except by a written instrument duly executed by the Parties.

ORANGE COUNTY, FLORIDA

By: _____

Teresa Jacobs
Orange County Mayor

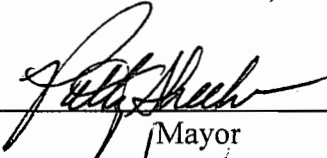
Date: _____

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


By: _____

Deputy Clerk

CITY OF ORLANDO, FLORIDA,

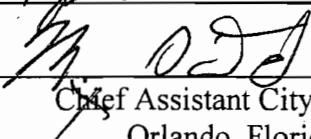

Mayor

Date: 4/12/12

ATTEST:
By: 
Anna Brenner, City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY.
FOR THE USE AND RELIANCE
OF THE CITY OF ORLANDO, FL ONLY.

April 23, 2012

Chief Assistant City Attorney
Orlando, Florida

CITY OF WINTER PARK, FLORIDA

Kenneth W. Bradley
Mayor

Date: 2-22-12

ATTEST:

By: Cynthia Bonham
Cynthia Bonham, City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE
OF THE CITY OF WINTER PARK, FL ONLY.

2/9, 2012

W. L. Brown

W. L. Brown, City Attorney



Interoffice Memorandum

I. CONSENT AGENDA
FAMILY SERVICES
DEPARTMENT
1

AGENDA ITEM

June 8, 2012

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

Lonnie C. Bell

FROM: Jacquelyn Jenkins, Manager
Head Start Division

Jacquelyn Jenkins

Contact: Khadija Pirzadeh, 68912
Jacquelyn Jenkins, 68998

SUBJECT: Application for Federal Assistance related to the
Head Start Program
BCC Meeting 06/26/12 Consent Agenda/All Districts

The Head Start Division requests Board approval of the Application for Federal Assistance between the Department of Health and Human Services, Administration for Children and Families, Office of Head Start and Orange County. The total federal grant request is \$12,352,363 and includes \$122,891 for training and technical assistance. The required non-federal match in the amount of \$3,088,091 is derived from parent volunteerism, donation of goods and services, lease agreements and County support.

The Head Start refunding grant will be used to provide comprehensive early childhood development services for 1,536 children and support to their families. Head Start families will receive information and referrals to community resources. Staff will provide case management and follow-up to help families become economically self-sufficient.

The application includes a compendium of required assurances related to non-construction programs and certifications regarding lobbying, debarment, suspension and other responsibility matters, drug-free workplace, environmental tobacco smoke and employee compensation cap compliance. The application, certifications and assurances have been reviewed by the County Attorney's Office and Risk Management Division. The Head Start Policy Council approved the refunding grant at their meeting on May 30, 2012.

June 8, 2012

ACTION REQUESTED: Approval of Application for Federal Assistance; Employee Compensation Cap Compliance Assurance; and Certification regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements between Orange County and Department of Health and Human Services, Administration for Children and Families, Office of Head Start in the estimated amount of \$12,352,363 for the continued operation of the Head Start Program.

JJ/kp

Attachments

C: Linda Weinberg, Deputy County Administrator, County Administrator's Office
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Manager, Risk Management Division
Yolanda S. Brown, Manager, Fiscal Division, Health and Family Services Department
Jamilie Clemens, Grants Supervisor, Finance Division
Patria Morales, Grants Coordinator, Office of Management & Budget

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED:	Applicant Identifier 04CH3133
3. DATE RECEIVED BY STATE:	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY:	Federal Identifier 04CH3133 - 000

1. TYPE OF SUBMISSION	Preapplication
<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
<input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction

5. APPLICANT INFORMATION	
Legal Name: ORANGE COUNTY, FLORIDA	Organizational Unit: Department: HHS: Office of Head Start
Organizational DUNS: 064797251	Division: HHS: Office of Head Start
Address: Street: 2100 East Michigan Street, Suite 201	Name and telephone number of the person to be contacted on matters involving this application (give area code) Prefix: Middle Name:
City: Orlando	First Name: Jacquelyn A.
County: N/A	Last Name: Jenkins
State: FL Zip Code: 32806	Suffix:
Country: N/A	Email: Jacquelyn.Jenkins@ocfl.net
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 591101610	Phone Number (give area code) (407)836-6590 Fax Number (give area code) (407)836-7420
8. TYPE OF APPLICATION <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): Other (specify)	7. TYPE OF APPLICANT (enter appropriate letter in box) <input checked="" type="checkbox"/> B Other (specify)
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 93.600 TITLE (Name of Program): Head Start / Early Head Start	9. NAME OF FEDERAL AGENCY: HHS / ACF / OHS
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States etc.): ORLANDO,ZELLWOOD,APOPKA,EAST ORANGE,TAFT, WINTER PARK	11. DESCRIPTION TITLE OF APPLICANT'S PROJECT: HEAD START PART YEAR/PART DAY AND HEAD START FULL DAY/FULL YEAR DISABILITY SERVICES T&TA
13. PROPOSED PROJECT: Start Date: 10/01/2012 Ending Date: 09/30/2013	14. CONGRESSIONAL DISTRICTS OF: a. Applicant: 3&8 b. Project: 3RD, 7TH AND 8TH
15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal \$12,352,363	a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON Date:
b. Applicant \$3,088,091	b. NO <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372
c. State \$0	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
d. Local \$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
e. Other \$0	<input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No
f. Program Income \$0	
g. Total \$15,440,454	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED	
a. Authorized Representative	
Prefix: Hon.	First Name: Teresa Middle Name:
Last Name: Jacobs	Suffix:
b. Title: Authorizing Official	c. Telephone number: (407)836-6590
d. Signature of Authorized Representative:	e. Date Signed:

Employee Compensation Cap Compliance Assurance

Head Start funds do not pay for the salary of the Executive Director either as a direct cost or any proportion as an indirect cost, at a rate in excess of \$179,700. Funds are, however, used to pay for the salaries of the Head Start Director, the Fiscal Program Manager, the Education Senior Program Manager, and the Social Services Program Manager. Those salaries are as follows:

Position	Base Salary	FICA	Retirement	Health	Total
HS Director	\$91,159.00	\$6,973.35	\$5,150.48	\$9,000	\$112,282.83
Senior Program Manager (Administration)	\$67,549.00	\$5,167.53	\$3,782.74	\$9,000	\$85,499.27
Senior Program Manager (Social Services)	\$64,079.18	\$4,902.05	\$3,588.43	\$9,000	\$81,569.66
Senior Program Manager (Education)	\$54,738.32	\$4,187.48	\$3,065.34	\$9,000	\$70,991.14
Program Manager(Fiscal)	\$61,186.94	\$4,680.80	\$3,426.48	\$9,000	\$78,294.22

Orange County, Florida Employee Compensation Cap Compliance Assurance

Orange County, Florida complies with the Head Start Act, Section 653 (Comparability of Wages), which limits the compensation of Head Start staff. The language precludes use of any Federal funds to pay any part of the compensation of an individual employed by a Head Start agency whose compensation exceeds the rate payable for Level II of the Executive Schedule, which is currently \$179,700. None of the Orange County, Florida staff exceed the employee compensation cap.

Signature: _____
Teresa Jacobs, Orange County Mayor

Organization: Orange County, Florida

Date: _____

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCES

SF 424B

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.*
- 2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.*
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.*
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.*
- 5. Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. 4278-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).*
- 6. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the bases of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the bases of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of the alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.*
- 7. Will comply, or has already complies, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and*

equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

- 8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.*
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction subagreements.*
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.*
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205)*
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.*
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).*
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.*
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.*
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in the construction or rehabilitation of residence structures.*
- 17. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.*
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.*

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76 certifies to the best of his or her knowledge and believe that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;*
- (b) have not within a 3-year period preceding this proposal been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;*
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and*
- (d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.*

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The Department of Health and Human Services' (HHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.*

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

DRUG-FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F. The regulations published in the January 31, 1989 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

If the workplace identified to HHS changes during the performance of the grant, the grantee shall inform the agency of the change(s), it previously identified the workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21 CFR, 1308.11 through 1308.15). "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact of involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

The grantee certifies that it will provide a drug-free workplace by:

- a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*
- b) *Establishing a drug-free awareness program to inform employees about:*
 - (1) *The dangers of drug abuse in the workplace;*

- (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency in writing within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal program either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in medicare of medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which subrecipients shall certify accordingly.

**CERTIFICATION REGARDING LOBBYING
FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.*
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.

Signature of Certifying Official

Date

Teresa Jacobs, Orange County Mayor

Title

Orange County, Florida

Applicant Organization

PA22

**ORANGE COUNTY HEAD START DIVISION
O H HS GRANT APPLICATION**

PART III - BUDGET INFORMATION

PA22 FY 2012 - 2013

SECTION B - BUDGET CATEGORIES

! Personnel (Section B, Line 6a)

<u>Position</u>	<u>Salary</u>	<u>Salary Charged to OHHS</u>	<u>Salary</u>	<u>Salary Orange</u>	<u>Salary Charged</u>	<u>% Time Work</u>	<u># Weeks</u>	<u># Hrs Per Day</u>
			<u>Charged to</u>	<u>County</u>				
			<u>USDA</u>	<u>Supplement *</u>	<u>To VPK</u>	<u>OHHS Grant</u>		
1 Head Start Manager	91,159	83,902		7,257		100%	52	8
1 Administrative Assistant	31,986	29,440		2,546		100%	52	8
3 Sr. Program Manager	186,367	169,417		16,950		100%	52	8
5 Administrative Specialist	140,476	107,689	26,645	6,142		100%	52	8
1 Sr Coordinator Nutrition	43,148		43,148			100%	52	8
2 Program Manager	110,998	104,284		6,714		100%	52	8
2 Program Specialist	65,418	31,628		2,736	31,054	100%	52	8
1 Sr. Fiscal Coordinator	33,828	31,135		2,693		100%	52	8
2 Quality Assurance Coordinator	78,369	72,130		6,239		100%	52	8
1 Contract Administrator	52,618	48,429		4,189		100%	52	8
19	Total Administration	834,366	678,053	69,793	55,466	31,054		

Position	Salary	Salary Charged to OHHS	Salary Charged to USDA	Salary Orange County Supplement *	Salary Charged To VPK	% Time Work OHHS Grant	# Weeks	# Hrs Per Day
2 Assistant Nutrition Coord.	73646		73,646			100%	49	8
2 Caseworker	60778	55,939		4,839		100%	46	8
2 Field Operation Supervisor	98255	90,433		7,822		100%	49	8
10 Center Supervisor (1680 Hrs)	357874	329,383		28,491		100%	43	8
7 Center Supervisor (1250 Hrs)	149591	137,682		11,909		100%	49	8
3 Curriculum Specialist	137379	126,442		10,937		100%	49	8
1 LPN	37237	34,272		2,965		100%	49	8
1 Dental Assistant	37236	34,272		2,964				
3 Cooks	56203		56,203			100%	42	8
9 Food Service Assistant	141719		141,719			100%	42	7
1 Maintenance Tech	24852	22,874		1,978		100%	52	8
1 Registered Nurse Supervisor	62302	57,342		4,960		100%	52	8
3 Sr. Community Service Workers	169794	156,276		13,518		100%	49	8
15 Community Service Worker	501800	461,851		39,949		100%	46	8
7 Community Service Worker	172877	159,114		13,763		100%	46	8
1 Program Manager (Disabilities)	52612	48,423		4,189		100%	52	8
2 Senior Community Service Worker	96579	88,890		7,689		100%	49	8
1 Equipment Mechanic I	30593	28,347		2,246		100%	52	8
5 Bus Drivers	159137	146,468		12,669		100%	52	8
1 Sr. Foreman	47776	43,973		3,803		100%	52	8
21 Teacher	788295	734,949		53,346		100%	43	7.5
14 Teacher	178600	167,000		11,600		100%	43	4.5
48 Teacher	1358255	1,221,927		136,328		100%	49	7.5
61 Teacher Assistant	1024096	960,949		63,147		100%	49	7.5
30 Teacher Assistant	280200	262,700		17,500		100%	43	4.5
21 Teacher Assistant	1052151	978,258		73,893		100%	43	7.5
1 Warehouse Specialist	25816	22,819		2,244		100%	52	8
Casual Labor	92900	85,282		7,618				
273 Total Services	7,268,552	6,455,865	271,568	540,367	-			
292 Grand Total	8,102,918	7,133,918	341,360	595,833	31,054			

II Fringe Benefits (Section B, Line 6b)

Benefits	Percent/Count	Total Salary	Total	OHHS	County Supplement
FICA	7.65%	7,729,751	\$591,326	\$545,745	\$45,581
Retirement Contribution	5.56%	7,636,851	\$424,609	\$396,646	\$33,128
Life and Health	276	\$9,000.00	\$2,484,000	\$2,272,802	\$211,198
Unemployment		\$7,000.00	\$7,000	\$6,282	\$718
Opeb Trust		\$159,542.00	\$159,542	\$146,001	\$13,541
Total Fringe Benefits			\$3,666,477	\$3,367,476	\$304,167
Total Salary and Fringe Benefits			\$10,800,394	10,501,393	\$900,000

* The County has reserved these funds to Head Start. These funds will be utilized after Head Start has exhausted all Federal Funds. There will be sufficient Inkind to meet the match.

III Travel (Section B, Line 6c)

None

IV Equipment (Section B, Line 6D)

None

Cost

V Supplies (Section B, Line 6e)

Total Equipment

\$0

Janitorial Supplies	\$10,000
Office Supplies	\$42,250
Misc Operating Supplies	\$63,500
Misc Supplies	\$10,000
Uniforms	100
Computer Equipment < 500	\$12,200
Medical & Surg. Supplies	\$6,481
Equipment < 500	\$3,500
	<u>\$148,031</u>

Total Supplies

\$148,031

VI Contractual (Section B, Line 6f)

<u>Name of Organization</u>	<u>Purpose</u>	<u>Period</u>	<u>Cost</u>
Town of Eatonville Denton Johnson Center	Facility Use	12 Months	\$12,283
City of Orlando Callahan Center	Facility Use	12 Months	\$18,573
Frontline Outreach	Facility Use	12 Months	\$67,547
Williams Scotsman OCPS Classrooms	Facility Use	12 Months	\$35,916
Orange County School Board	Facility Use	12 Months	\$41,799
			<u>\$176,118</u>
Community Health Centers	Dental Services	12 Months	\$5,000
Health Care for Homeless	Dental Services	12 Months	\$9,500
UCP	Speech & Lang. Therapy	12 Months	\$80,000
Kinder Consulting	Mental Health Therapy	12 Months	\$85,000
R.G. Therapy Services	Occupational Therapy	12 Months	\$85,000
			<u>\$264,500</u>
			<u>\$440,618</u>

Total Facilities Contracts

\$176,118

Total Other Contracts

\$264,500

Total Contracts

\$440,618

VII Construction (Section B, Line 6h)

None
VIII Other (Section B, Line 6h)

<u>Items</u>	<u>Cost</u>
Communication	43,260
Field Trips	15,360
Dues and Memberships	20,875
Food and Dietary	323,125
Graphic Reproduction	25,098
Improvement to Non County Assets	5,000
Maintenance of Building	93,100
Maintenance of Equipment	40,500
Software less than 500	41,396
Software Licensing / Support Fee	42,225
Other Insurance and bonds	12,000
Parent Activity	9,216
Payment To Other Governments	8,000
Promotional Expenses	7,500
Postage	2,000
Rental Of Equipment	16,600
Educational Assistance	2,000
Subscription	3,000
Scholarship and Awards	559
Self Insurance	156,618
Toll Charges	650
Local Travel	26,100
Utilities	38,000
Vehicles Maintenance	100,918
	<u>1,033,100</u>

Total Other 1,033,100

TOTAL DIRECT CHARGES \$12,123,142

IX Indirect Charges - Justification (Section B, Line 6i)

Indirect Charges is based on Total Salary 678,053 15.68167% \$106,330
Approved rate of 37.88% of total salaries - part of the difference can be claimed as In-kind

\$106,330

TOTAL FEDERAL FUNDS - PA22 \$12,229,472

\$0

X Non-Federal Resources (Section C, Line 8)

A. Volunteers

Type	Total Hrs	Rate	Value
Parents and Former Parents - 1,607	23,500	\$11.14	\$261,790
Foster Grand Parents	51,920	\$8.49	\$440,801
Fringe Benefits			\$238,881
			<u>\$941,472</u>

Total Volunteers

B. Donation

Type	Amount	Value
Adult Literacy League	10,176	10,176
Orlando Museum of Art	7,500	7,500
Community, Private Companies, Individuals :		
Donation of Classroom Supplies, Nutritional Supplies, Field Trips	\$76,673	\$76,673
		<u>94,349</u>

Total Donation

C. Applicant

Support provided by Orange County Board of Commissioners

Indirect Cost not charged that is within the 15% limitation	\$513,991
Personnel	595,833
Fringe Benefits	\$304,167
Total Orange County	<u>\$1,413,991</u>

Total Non-Federal Resources

\$1,413,991

D. State Voluntary Prekindergarten (VPK) Personnel	489,965
Fringe Benefits	117,592

Total VPK Program 607,557

607,557

TOTAL NON-FEDERAL SHARE

\$3,057,367

XI Computation to Support Certification of Head Start Administration

\$12,229,472	80%
<u>\$3,057,368</u>	20%
\$15,286,840	

15%
\$2,293,026

Item	Federal Amount	Non-Federal	Total
Administrative Salaries	678,053	\$55,466	733,519
Administrative Fringe Benefits	246,212	\$22,097	268,309
Office Supplies	15,000	\$0	\$15,000
Local Travel	1,000	\$0	\$1,000
Rental and Maintenance of Equipment	8,167	\$0	\$8,167
Graphics Reproduction	8,800	\$0	\$8,800
Communication	3,000	\$0	\$3,000
Software	6,336	\$0	\$6,336
Dues and Memberships	20,875	\$0	\$20,875
Insurance	156,618	\$0	\$156,618
Promotional	5,000	\$0	\$5,000
Education Award	1,000	\$0	\$1,000

Postage & Messenger Services	2,000	\$0	\$2,000
Scholarship-Awards	559	\$0	\$559
Toll Charges	150	\$0	\$150
Inst Demo Mat'l & Supplies	3,000	\$0	\$3,000
Equipment < \$1,000	5,000	\$0	\$5,000
Indirect Cost	106,330	\$513,991	\$620,321
Total	<u>1,267,100</u>	<u>\$591,554</u>	<u>1,858,654</u>

PA20

ORANGE COUNTY HEAD START DIVISION
O H H S GRANT APPLICATION
PART III - BUDGET INFORMATION
PA20 FY 2012 - 2013

I Personnel (Section B, Line 6a)

None

II Fringe Benefits (Section B, Line 6b)

None

III Travel (Section B, Line 6c)

# of Trips	Destination	Purpose	Staff Position	# Days	Cost
1	Ypsilanti, Michigan	HighScope Currc for Preschool Teachers	5 staff(2 teacher, 2 Ed Coordinators, 1 Sr. Prog Mang)	4	\$2,280
1	Atlanta, GA	Pursuit of Excellence in Educ	2 staff (Education Coordinator)	4	\$1,725
1	Albuquerque, New Mexico	The Class: Improving Quality, Improving Scores	2 staff (Education Coordinator)	4	\$1,752
1	Washington D.C.	NHSA Leadership Institute	1 Sr. Program Manager	2	\$1,175
1	Daytona, FL	FL HSA Conference	HS Director	2	\$1,000
1	Atlanta, GA	Region IV HAS Conference	Exec. Dir/HS Director	2	\$4,050
1	Nashville, TN	NHSA Conference	3 Staff	2	\$4,500
1	Daytona, FL	FHSA Prog. Gov. Training	Sr. Pgm Mgr.	2	\$500
1	Tampa, FL	FHSA Dirs. Mtg.	HS Director	2	\$700
1	Williamsburg, Virginia	Managing Comprehensive Health Services in Head Start and Early Head Start	Program Manager, Health; LPN, Disabilities staff	3	\$4,200
	Atlanta, Georgia	Parent Engagement: The Family Partnership Journey Continues	2 Senior Community Service Workers	4	\$3,000
	National Harbor, Maryland	Annual Conference on Young Children with Special Needs & Their Families	3 Disabilities Staff	4	\$4,500
		National Head Start Association	1 Sr Program Manager, Health/Social Services	3	\$2,250
		National Food Service Management Institute	3 Nutrition Staff	3	\$3,500
		ERSEA Institute	2 Senior Community Service Workers	3	\$3,500
1	New Orleans, LA	NHSA Parent Conference	1 staff/2 parents	4	\$3,500
1	Atlanta, GA	HS Fiscal Institute	Sr. Pgm Mgr./Pgm Mgr	3	\$2,450
1	New Orleans, LA	QA Training (TTAS)	Pgm Mgr	4	\$1,742
TOTAL					\$46,324

IV Equipment (Section B, Line 6d)

None

V Supplies (Section B, Line 6e)

Training Supplies	Amount	
Rental Equipment	4,771	\$4,771
	1,000	\$1,000
TOTAL		\$5,771

VI	Contractual (Section B, Line 6f)			
	<u>Name of Organization</u>	<u>Purpose</u>	<u>Period</u>	<u>Cost</u>
	T/TA Network	Goals and Program Options Being Implemented	12 Months	\$3,000
	Orange County Public Schools	Transportation Safety Training	12 Months	\$2,000
	4C and Orlando Tech.	Foundation in Early Childhood Educ.	Aug.-May	\$375
			TOTAL	\$5,375
VII	Construction (Section B, Line 6g)			
	None			
VIII	Other (Section B, Line 6h)			
	<u>Items</u>	<u>Staff Position</u>		<u>Cost</u>
	FLAEYC Conference	Ed Coord		\$145
	One Goal Summer Conf.	4 staff(2 teacher, 1 Ed Coord, 1 CSW.)		\$1,700
	ECE Summer Inst @ UCF	10 staff (3 Ed. Coord, 2 field Operation, 2 Center supervisors, 4 teacher)		\$2,000
	DCF Directors Credential	30 staff (teacher, & teacher assts.)		\$226
	New Educ Manager's Orientation	3 staff (1. Sr. Program Manager, 2 Field Operations)		\$13,750
	Dual Language Workshop	11 trainings (teachers/teacher asst.)		\$1,500
	ChildCare Educ Institute	250 Subscriptions (83 teachers, 112 teacher assts., 16 center supervisors, 3 Ed. Coordinator, 2 2 field operation supervisor, 1 Sr. Program Mang., bus drivers, on-call teachers)		\$5,000
	Annual Conference: Natl Educ of Young Children	50 staff (teachers, teacher assts., Ed. Coordinators, Field Operation Supervisor)		\$6,250
	Grants Workshops (2)	Contracts Admin.		\$1,550
	Partners in Practice: Health & Nutrition for Family Services Staff	40 Health & FCP Staff		\$7,500
	The Family Partnership Agreement	40 Health & FCP Staff		\$6,000
	Institute: Putting the Pieces Together			\$10,300
	Educational Assist. Program			\$4,500
	Event and Meals Reimbursements			\$1,000
	License and Certification Fees			\$1,000
	Books, CD's, Video & subscript			\$1,000
	Use of Graphic Department Services			\$2,000
	Amount to lease facilities for staff training			\$65,421
IX	Indirect Charge (Section B, Line 6j)			
	None			
		TOTAL FEDERAL RESOURCES		\$122,891
X	Non-Federal Resources (Section C, Line 8)			
	A. Volunteers			
	None			
	B. Donation			
	Colleges, Community, Private Companies, Individuals (Donation of Supplies, Books, Space, Etc.)			\$30,723
	C. Applicant			
	None			
		TOTAL NON-FEDERAL SHARE		\$30,723



**REFUNDING
APPLICATION
FY 2012-13**

**ADMINISTRATIVE OFFICE
Family Services Department
2100 E. Michigan Street
Orlando, FL 32806
(407) 836-6590 Fax: (407) 836-7420
Jacquelyn Jenkins, Head Start Manager**

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**ORANGE COUNTY HEAD START
REFUNDING PROPOSAL
October 1, 2012 through September 30, 2013**

I. Overview

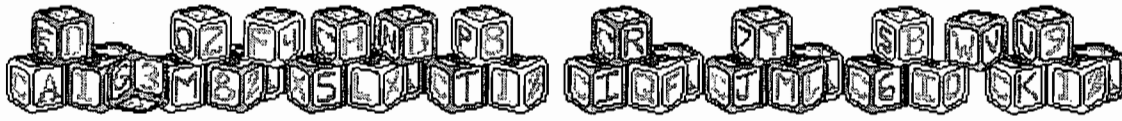
It has been more than a decade since the passage of *No Child Left Behind (NCLB) Act of 2001*, which was championed by former President George W. Bush. The NCLB Act was initiated from public concern about the state of the nation's educational system. The NCLB Act required state education reforms through setting higher standards of student academic achievement. Parents continue to demand more accountability for how their tax dollars are used to improve student performance.

Orange County Board of County Commissioners, the Head Start grantee, recognizes that children are the nation's greatest human asset. It is an honor for Orange County, a charter government, to celebrate nearly a half-century of successfully operating its high-quality, comprehensive early childhood development program. Since its inception in 1965, the Orange County Head Start Program has served young children from low-income, culturally diverse families.



Head Start children dressed in traditional, colorful Spanish costumes join Mayor Teresa Jacobs at Orange County's **Hispanic Festival** to celebrate the proud heritage and contribution of Hispanics/Latinos in the community. (October 21, 2011)

Orange County Head Start Division's mission is to provide high quality comprehensive service to low-income children and their diverse families through collaborative partnerships.



II. Objectives

President Obama announced his plan to improve the quality and promote accountability of Head Start programs in November 2011. The goals of the Office of Head Start are holding programs accountable for low-performing students and requiring those grantees that fail to meet the new requirements to re-compete for continued grant funds. In addition, the Head Start national goals are designed to ensure that all children learn in a healthy, safe and nurturing environment. They further implemented the Head Start Parent, Family and Community Engagement Framework for Early Care and Education Programs.

Throughout the nation, local governments have endured budget cuts. Orange County has lost significant property revenues compared to its peak in the housing boom of 2007. All Department budgets have been reduced and employees are asked to do more with less financial resources. Orange County Mayor Teresa Jacobs core values for county employees are fairness, work ethic, integrity and character, excellence & innovation, professionalism and accountability. Thus, all county employees must maintain the highest levels in all the areas mentioned and understand that providing responsive, high quality services is not a goal, but a requirement.

Along those lines, the Head Start Division will step up its status a notch by identifying and benchmarking levels of performance standards in the respective service areas. This year, the primary focus will be **overall program excellence**. In addition, Head Start will maintain its strengths and overcome challenges by exploring strategies utilized by similar grantees that have been recognized by the Office of Head Start as programs of excellence.

Each year the grantee must conduct a Self-Assessment, which monitors its program operations and identifies issues related to compliance with federal performance standards, state requirements and local laws. This year's Self-Assessment revealed findings that will help the program improve its overall operations and outlines implementation strategies to emulate program excellence.

The Division's Program Improvement Plan addresses issues noted in Self-Assessment. Head Start Division's Program Improvement Plan goals are as follows:

- 1) to improve the program's capacity to make informed decisions based on data collection and analysis.

- 2) to enhance school readiness efforts to ensure all children and families are ready for school and life success.
- 3) assessment of its current organizational structure.
- 4) to ensure that children are located in a healthy and safe environment that is conducive to learning.
- 5) to redevelop the ERSEA system towards internal consistency and simplicity.
- 6) to implement a system of communication that is supportive and provides timely, accurate and useful information to parents, Policy Council, staff and the community.

These goals were derived based on the findings from the most recent Self-Assessment findings. (See Appendices 4 and 5)

The emphasis on program excellence is based on the Office of Head Start Head Start Parents, Family, and Community Engagement Framework (PFCEF) to improve quality of early care and education programs. To that end, the staff will view parents, families, and community as partners. Evidence suggests that successful, high quality early care programs are the result of strong partnerships with children, parents, and community.

Staff will work together with children and parents to build a better relationship. As children engage in better relationships with their teachers and parents, their self-confidence will rise and they will perform better in school. Collaborative relationships will foster integration of services at all levels and assure that children that are emotionally healthy, secure, and ready for school. Staff will encourage parents to view themselves as equal partners in their children's education. Families will receive an array of support services so they may achieve their goals. As communities support families, this will free up time for parents to engage in their children's learning. Parents will be encouraged to become classroom volunteers, representatives on advisory committees and community groups. A few parents will seize leadership opportunities in the Head Start program and become stakeholders in their own community.

The Head Start Program will utilize multi-disciplinary interventions that build on protective factors and mediate the effects of adverse experiences. The program may develop new models or replicate existing models of collaborative policies, procedures, and/or practices for identifying and addressing the early educational needs of children and their families.

The grantee will continue to provide high quality comprehensive services for 1,536 children. Full-day, full-year services are planned for seven hundred eighty (780) of the 1,536 children. The full-day, full year option accommodates working parents. Head Start families receive a wide array of support services such as information and referrals for employability skills training and job placement.

For the 2012-13 program year, Orange County Head Start anticipates receiving estimated funds in the amount of \$607,557 from the State of Florida, Office of Early Learning (funded through the Agency for Workforce Innovation) to serve 390 children enrolled in the Voluntary Pre-Kindergarten Program. The Voluntary Pre-Kindergarten program is intended to provide all four-year-old children with three hours of high-quality learning activities.

III. Need for Assistance in Orange County, Florida

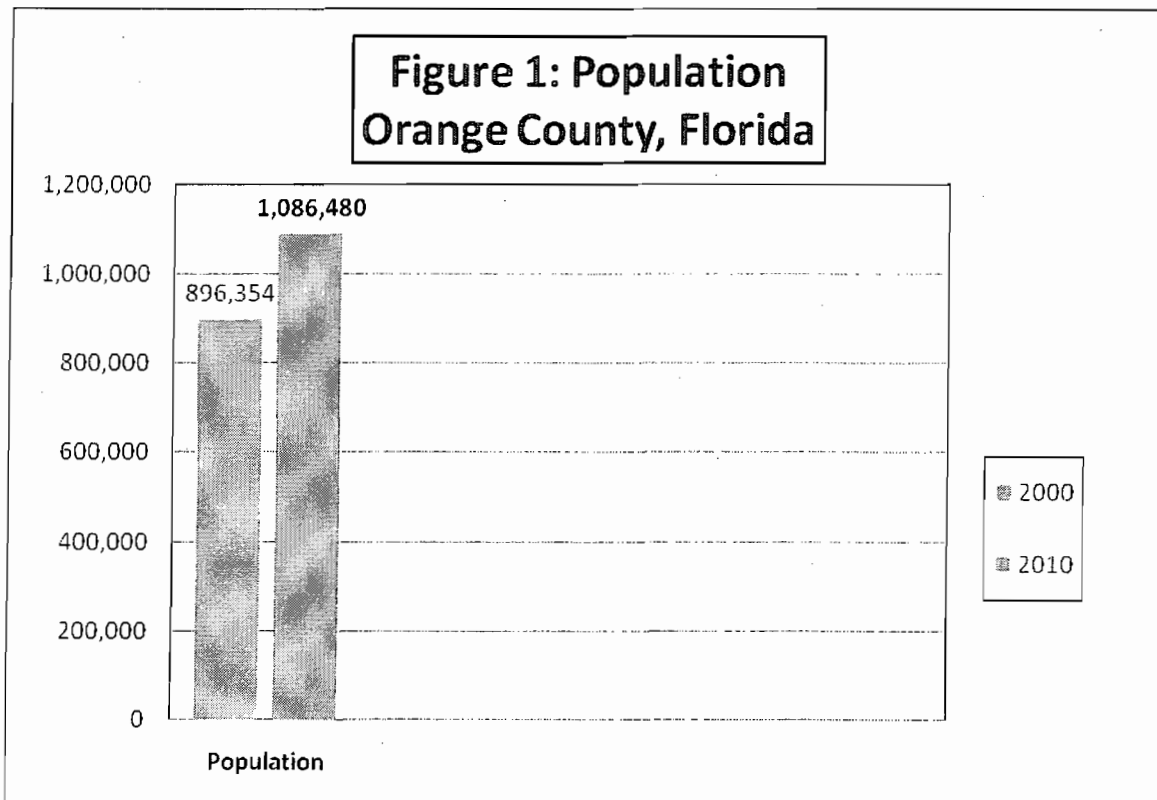
The grantee will continue to serve preschool children from low-income families residing in Orange County. Orange County, Florida is geographically located in the center of the State. There are thirteen municipalities within the parameters of the County, which encompasses approximately 1,003 square miles. (Refer to Appendix 8)

Every three years, the grantee is required to conduct a Community Assessment and update this information during the interim years. There have been significant population shifts due to the changing demographics in the County since the last county-wide community assessment (2009), according to the 2012 Orange County Community Assessment. Below is a summary of the Orange County Community and Head Start families.

A. Orange County Demographics

1. Population

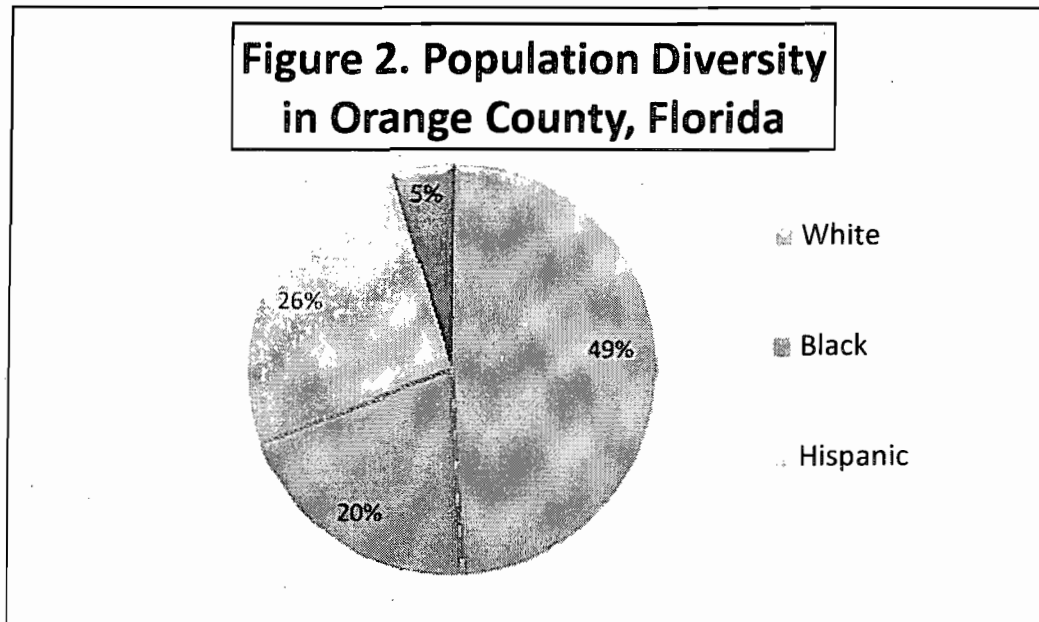
Orange County's population reached an estimated 1,086,480 residents in 2010, as depicted in below in Figure 1.¹ This represents a twenty-one percent (21%) change in County's population since 2000.



¹ U.S. Census Bureau, State & County Quick Facts, July 1, 2009 population estimates.

2. Race and Ethnicity

Orange County's total population is seventy one percent (71%) White and twenty percent (20%) is Black. The White population not of Hispanic descent is forty nine percent (49%). Twenty-six percent (26%) of the total White persons are of Hispanic or Latino descent. The Asian, American Indian or Pacific Islander population is five percent (5%). Orange County's population diversity is depicted in Figure 2 below:



Orlando, a premier vacation destination, attracts tourists from around the world. Some visitors come back to live. Nineteen percent (19%) of the population is foreign born and thirty two percent (32%) speak language other than English in the home. Hispanics play an important part in Orlando's growth because of foreign immigration. Typically, Hispanics have higher birth rates than white and black residents, according to Stan Smith, demographer with the University of Florida.

Orlando, the largest metropolitan area in Orange County, has a younger population with more women in child-bearing years, which contributes to the baby boom and its sizable population of Hispanics. Its population grew at 1%, adding 21,198 people.²

The 2008 Pew Hispanic Center revealed that the Hispanic population has experienced a 58% growth since 2000. The population data for Orange County are based on estimates from April 1, 2000 for the vintage 2008 population estimates. As a percent of the County's population, Hispanics comprise about 26%.³

² Orlando Metro area grew a bit more crowded last year, despite recession, *Orlando Sentinel*, March 25, 2010.

³ Pew Hispanic Center, Hispanic population, Orange County, 2000-2008.

3. Poverty

A family of four is considered to be impoverished with an income less than \$22,000 a year. Based on standard and government projections of unemployment, it is estimated the poverty rate for kids in this country will soon hit twenty-five percent (25%). Those children would be the largest American generation to be raised in hard times since the Great Depression.

The median household income for Orange County household is slightly more than \$50,000. The number of female householders with no husband has increased by 2.7% since 2000 compared to the 2010 Census . Adults with children in single-parent households are both at risk of adverse health outcomes such as mental health problems and unhealthy behaviors. Currently, there are thirty-six percent (36%) single-parent households in Orange County.⁴

Fourteen percent (14%) of the total population (all ages) lives below the poverty level in Orange County.⁵ Current census data indicates that nineteen percent (19%) of the County's residents under age 18 lives below the poverty level.⁶

The United Way Alleviating Hunger and Homelessness Committee is responsible for collecting data and assessing the needs of the homeless community. The Committee estimates that there are 4,046 homeless individuals in Central Florida (Orange, Osceola, Seminole and Lake Counties) with 1,976 unsheltered. Sixty three percent (63%) of the homeless individuals are residing in Orange County. The Orange County Head Start Program served 42 homeless children during the 2011-12 school year.

Children are especially vulnerable to their family economic hardships. Last year, CBS "60 Minutes" broadcast two episodes that focused on the region's large number of homeless families in Central Florida. Since 2009 the number of homeless students in Orange, Osceola and Seminole County has increased 79%. More than 10,000 students across the tri-county area have experienced homelessness at some point during the year. Under pressure, the Florida Department of Children and Families (FL DCF) held a three hour forum at the First Baptist Church of Orlando as a call to action. State funds which provided emergency financial assistance to prevent eviction plummeted due to budget cuts.⁷

FL DCF announced an initiative that would ease family homelessness without using tax dollars which included a Facebook campaign page named *One Need, One Family*. This page highlighted a needy family screened by the Homeless Network of Central Florida. Readers will be able to respond with offers of help and DCF will act as the liaison.⁸

⁴ Single Parent Households, County Health Rankings, 2011.

⁵ Table 1: 2009 Poverty and Median Income Estimates - Counties Source: U.S. Census Bureau, Small Area Estimates Branch Release date: 12.2010.

⁶ U.S. Census, Quick Facts, Estimates as of 2008.

⁷ Santich, Kate, Number of homeless students in Central Florida nears 10,000 as DCF issues call to action, Orlando Sentinel, January 6, 2012.

⁸ Santich, Kate, Orlando Sentinel, January 6, 2012.

4. Economy and Unemployment

Events in the Middle East have adversely impacted America's road to economic recovery. As gas prices rise at the pump, moderate-to-low-income families, whose resources are already strained, face increasing financial challenges. Families will tighten their household budgets, spending less on discretionary items like dining out, clothes, vacations and travel, etc.

According to the most recent Labor Force data for Central Florida, the percent of labor force that was unemployed declined 1.7 percent from 11.2 in January 2011 to 9.5 in 2012.⁹ About forty-eight percent (48%) of Head Start families report being unemployed, according to the the 2012 Community Assessment.

However, since unemployment is the most salient measure for people's economic well-being, it may take years, not months before employment stabilizes.¹⁰ Metro Orlando's economy will continue to move forward, but at a slow pace.

B. Children with disabilities in Orange County

Currently, there are 1,253 children from birth to age 3 that have been referred to Early Steps, the designated Part C provider, according to the 2010 Early Steps Referrals report, Howard Phillips Center, Orlando, Florida. Fifty-nine percent (59%) of children had speech or language impairment and forty percent (40%) had developmental delays (non-categorical). Children who had secondary diagnosis included sixty seven percent (67%) with speech or language impairments and thirty three percent (33%) of children had developmental delays (non-categorical).

Of the 1,536 children enrolled in the Head Start Program, about 324 children had been diagnosed with disabilities, according to the Program Improvement Report (PIR) dated April 4, 2012. About twenty one percent (21%) of children were identified as children with disabilities. Fifty eight percent (58%) of Head Start children had speech and language impairments and forty two percent (42%) of children were diagnosed with developmental delays (non-categorical). Head Start children receive services through Orange County Public Schools, and are provided speech, language and occupational therapy through United Cerebral Palsy and RG Therapy.

⁹Civilian Labor Force and unemployment by state and metropolitan area, Labor Force Data, Bureau of Labor Statistics, March 2012.

¹⁰ Stratton, Jim, Special Report: Forecast 2012-Small gains ahead, but no leaps and bounds for region's economy, Orlando Sentinel, January 8, 2012.

C. Other Child Development Programs Serving Head Start Children

The annual infant cost at child care centers was \$7,950 and 4 year olds in child care centers was \$6,350, according to the National Association of Child Care Services and Resources. Child care expenses are a financial burden for low income families with infants and young children.

There is an estimated 81,486 (7.5% of the total population) children under age 5 in Orange County.¹¹ Community Coordinated Care for Children (4-C) provides subsidies to 22,000 low-income families in the tri-county area: Orange, Seminole, and Osceola.

More than 14,000 children benefited from the VPK and school readiness programs during the 2011-12 school year. There are more than four hundred (400) VPK providers in Orange County.¹² The providers include public schools, charter schools, licensed child care centers, private day care, registered family homes, and other child care providers. Orange County Public Schools served 1,490 Pre-kindergarten children in 2010.¹³

D. Major Needs of Head Start Families

In January 2012 the program hired principle investigators/consultants from the University of Central Florida (UCF) to conduct the annual Community Assessment. A Head Start Parent questionnaire was developed and electronically administered through survey monkey.com. Based on the survey findings the top issues that cause Head Start families stress and the corresponding percentage of respondents' answers, are as follows:

1) Financial	48.0%
2) Employment	29.4%
3) Housing	17.7%
4) Transportation	17.3%
5) Job Training	14.8%
6) Medical/Dental	11.8%

About twenty-five percent (25%) of Head Start families reported no stressors.

E. Community Partners view of family needs

The Community Partners questionnaire was sent to 75 community partners on two different occasions. Of the total of community partners surveyed, only eight responded. Based on the findings, it appears that community agencies noted the following:

¹¹ U.S. Census Bureau, State & County Quick Facts, July 1, 2009 population estimates.

¹² Early Learning Coalition of Orange County, VPK Mandatory Orientation.3/12/11.

¹³ Orange County Public Schools Annual Report, 2010, District Profile, Enrollment by Grade Level, March 15, 2010.

- 1) Fifty percent (50%) decrease in the average household income.
- 2) Seventy percent (75%) increase in the number of low-income households contacting the agency.
- 3) Sixty two percent (62%) increase in transportation needs.
- 4) Seventy five percent (75%) increase in female and single parent households.
- 5) Fifty percent (50%) increase in the number of teen pregnancies.

The five greatest issues in the community from the perspective of the agencies were:

- 1) Poverty
- 2) Finding resources and donations
- 3) Awareness and knowledge of special needs and signs
- 4) High incidences of drowning and near drowning in Central Florida
- 5) Funding

F. Program Options and Center Locations

Orange County will continue to provide two program options for families: Center-based and Full-Day/Full Year. Twenty eight percent (28%) of Head Start families work full time and need year-round continuous care for their children, according to the 2012 Program Information Report.

The grantee will continue to operate the Head Start Program at nineteen (19) sites located throughout the County. Seven will be located at public schools, eight sites at County-owned facilities (Community Centers) and four centers will be located at public, non-profit and faith-based organizations.

Head Start families continue to face intense needs without adequate support. There continues to be a high demand for Head Start services in Orange County, based on the findings of the 2012 Community Assessment. The grantee is requesting funds in the amount of \$ 12,352,363 for the continuation of Head Start Services.

IV. Proposed Program Changes

A. Staffing

1. Recently, the County announced plans for layoffs in efforts to decrease the number of Human Resources Offices from 10 to 6 and centralize fiscal services, which will impact the following positions:
 - a. The Senior Fiscal position will continue to maintain some of its duties associated with the Head Start Program. However, the supervision of this position will be transferred to the County Fiscal Division with oversight of the Head Start Fiscal Program Manager.
 - b. The County has deleted the Fiscal Coordinator position from its manning table. However, an Administrative Specialist position will be added to the program.

2. Head Start plans to reclassify one Licensed Practical Nurse (LPN) position to Dental Assistant to improve the effective provision of dental services for Head Start children.
3. The Senior Children's Counselor position will be reclassified to Senior Community Services Worker position. The position title will be changed to coincide with the existing title of staff that provides case management services to Head Start families.
4. A Program Specialist will be added to support the needs of the Voluntary Pre-Kindergarten program. The total salary for this position will be paid through VPK funds.

B. Facilities

The grantee proposes to relocate seventeen (17) children from the Lila Mitchell Head Start Center to Grand Avenue Primary Learning Center. The vacant classroom will be converted into multi-purpose space at the Lila Mitchell Head Start Center. A permanent classroom (modular building) will be installed at the Grand Avenue school campus.

C. Organizational Structure (Appendix 2)

The Head Start Director/Manager is the leader of the Senior Management Team, which is comprised of Head Start Director, three (3) Senior Program Managers in Education and Early Childhood Development Services, Administration, and Health and Family & Community Partnerships. The Senior Management Team meets weekly to share information, discuss issues and problems, find resolutions, and identify the accomplishment of program objectives.

The Senior Level Team provides oversight, direction and supervision for intermediate supervisory staff (Level 2), which includes three (3) Program Managers of the respective service areas: Health and Family & Community Partnerships, Quality Assurance and Fiscal and Contracts.

Field Operations Supervisors are responsible for their clusters of centers. The Field Operations Supervisors meet with the Center Supervisors monthly to share information about center activities and address issues and concerns. Orange County Head Start Program utilizes a center-based management style, which allows Center Supervisors to make immediate decisions that may affect the delivery of services to children and their families. Curriculum Specialists and Center Supervisors also play an integral role in the monitoring process for program improvement.

The Division's Senior Program Manager for Administration is responsible for Quality Assurance/Quality Improvement, Facilities, Transportation, Warehouse Operations, and Information Technology. The Quality Assurance (QA)/Quality

Improvement Team (QI) consists of a Program Manager and two (2) Quality Assurance Coordinators, who visit Head Start Centers periodically during the school year. The Senior Program Manager of Administration also supervises the operations of the Transportation and Warehouse, which is comprised of a Senior Foreman, Equipment Mechanic and five (5) bus drivers. The Senior Program Manager of Administration is also responsible for maintaining healthy and safe facilities and assure that Head Start facilities meet federal, state licensing and local requirements.

A Senior Program Manager provides direction and supervision of Health and Family and Community Partnerships, which is comprised of a Program Manager for Disabilities/Mental Health, Registered Nurse (RN) Supervisor, and Senior Coordinator of Nutrition. The Registered Nurse (RN) provides supervision for the Health staff, which includes a Licensed Practical Nurse (LPN) and Dental Assistant.

This unit is also responsible for Family and Community Partnerships, which includes Senior Community Workers that supervise the Community Social Workers, who provide an array of support services to Head Start families. This year the Office of Head Start introduced the Head Start Parents, Family and Community Engagement Framework for Early Care and Education Programs. The framework is designed to support staff and improve practices and processes, thereby leading to the achievement of family outcomes.

The Family and Community Partnership Unit needs additional supervisory staff to provide direct supervision, coaching and technical assistance to the Community Services Workers. However, due to budget constraints, no new positions have been proposed. To that end the grantee is proposing to merge the Family and Community Partnership and Disabilities/Mental Health units, which have similar duties related to Case Management. This merger will streamline daily operations more effectively in both units, provide support for direct staff supervision and improve service delivery for children and their families.

Two additional program areas have been added to the Health and Family & Community Partnerships Services Unit: Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) Unit and Training Unit. Currently, both units are under the supervision of the Senior Program Manager for Health and Community Partnership Services. Thus, the service areas reporting to the Senior Program Manager will include: Health (Medical, Dental), Disabilities, Mental Health, Nutrition, and Family and Community Partnership. The Training Unit will be added to the responsibilities of the Senior Program Manager (Health and Family & Community Partnership Services) and shared by other team members.

V. Program Approach

Orange County Board of County Commissioners, the grantee, has a well-established ongoing, systematic planning process that includes consultation with Head Start Policy Council, staff, and other organizations. Shared governance provides a formal structure for citizens to partner and engage in program decisions with government.

Policy Council is comprised of parents, former parents, and community representatives from public and private sectors that serve children and families. Policy Council is involved in all aspects of planning and policy making that affects the Head Start Program. This two-way communication between the governing board, policy groups, staff, and community ensures program accountability, integrity, and fiscal transparency. Citizens feel empowered and become stakeholders to create a new vision for their community.

The Head Start Division has its own internal planning group, which consists of the Manager and Senior Management Team. The Senior Management Team includes Managers from Early Childhood Education, Health and Family & Community Partnership, Fiscal, and Administration. This work group meets on a regular basis to brainstorm ideas, plan, develop, and implement services.

A "systems" planning approach takes into account all service areas and how service areas must interconnect and overlap for the achievement of positive child, family and community outcomes. It is through this "systems" approach that the Senior Management team plans for the development of the Self-Assessment, Community Assessment, Strategic Plan and Program Improvement Plan.

The Self-Assessment, which is performed annually, includes information about its compliance with Head Start performance standards, based on an assessment of specific services related to the Head Start Program. It also includes program strengths, areas of program improvement and observations. The Self-Assessment report findings to identify those areas of non-compliance and/or meets minimum performance standards. Overall, the report will help the grantee plan for improvement of Head Start Performance standards.

Every three years the grantee must conduct a county-wide Community Assessment to determine its strengths, needs and resources. The Community Assessment report provides management with a wealth of data related to population, demographics, state of the economy, pressing needs of families, obstacles that adversely impact low-to-moderate income families, disabled children, and areas of the community with high concentrations of eligible Head Start children.

Management must address the Community Assessment findings to ensure consistency with the Head Start philosophy and values. This may include outreach campaigns for the recruitment of eligible children in target areas, exploring new site locations for program expansion, developing new collaborative partnerships to enhance services for families, leverage fiscal resources, and organizational restructuring, etc.

The Community Assessment may be used as a point-of-reference for management to develop short and long-term objectives for the Head Start Program's Strategic Plan. The Strategic Plan includes program objectives, activities to achieve

objectives, responsible parties, and time line. Management will periodically review the Strategic Plan to determine the program's progress toward meeting its objectives. (See Appendix 6)

The Head Start Program Improvement and Strategic Plans are based on a collection of data and its design includes a step-by-step outline for the achievement of program objectives to meet and/or exceed Head Start performance standards. (See Appendices 5 and 6) This approach has proven to be highly effective in making future program decisions for new programs and/or enhancement of services and that impact and meeting program outcomes for children, family and the community.

A. Implementation Strategies

1. Education and Early Childhood Development Services

Orange County Head Start is proposing to provide comprehensive services to 1,536 children for the 2012-13 School Year. The grantee plans to serve 780 children in the Full-day, full-year Head Start Program. Priority will be given to those working families and recipients of Temporary Assistance for Needy Families (TANF) that are enrolled in on-the-job training programs or transitioning from welfare to the workforce. Head Start families will receive information, referrals, and case management services.

The Early Childhood Education and Health Team will develop an annual Training Calendar that includes the professional development opportunities for new and existing staff and parents throughout the academic year. This is in alignment with the Head Start Parent, Family & Community Engagement Framework (PFCEF) for Early Care and Education Program. The program's foundation is based upon strong leadership, continuous improvement and professional development. To that end, the program will provide training in the following topics:

- 1) Positive child outcomes
- 2) Child growth and development
- 3) Florida Kindergarten Readiness
- 4) Utilizing technology in the classroom
- 5) Highly effective teaching theories and strategies
- 6) Emergent literacy
- 7) Phonological Awareness
- 8) ESOL students in school
- 9) Positive Behavioral Intervention Support (PBIS)
- 10) Oral hygiene
- 11) Parenting skills
- 12) Computer skills
- 13) Time management
- 14) Household budgeting, etc.

In addition, Galileo training will be provided to interested staff, as this will improve data entry, accuracy, consistency and tracking of child outcomes in the eleven domains of learning and development, i.e. 1) Language and Development 2) Literacy 3) Mathematics 4) Science 5) Creative Arts 6) Social and Emotional Development 7) Approaches Toward Learning 8) Physical Health and Development 9) Logic & Reasoning, 10) Social Studies Knowledge and Skills and 11) English Language Development.

Orange County has adopted the modified High Scope curriculum. The modified High Scope curriculum is research-based and fosters opportunities for children to make independent decisions and build self-confidence through interaction with their peers in small and large group settings. In addition, supplemental curriculum includes Nemours, Developmental Learning Material (DML) Early Childhood Express, Leap Frog, and I am Moving, I am Learning.

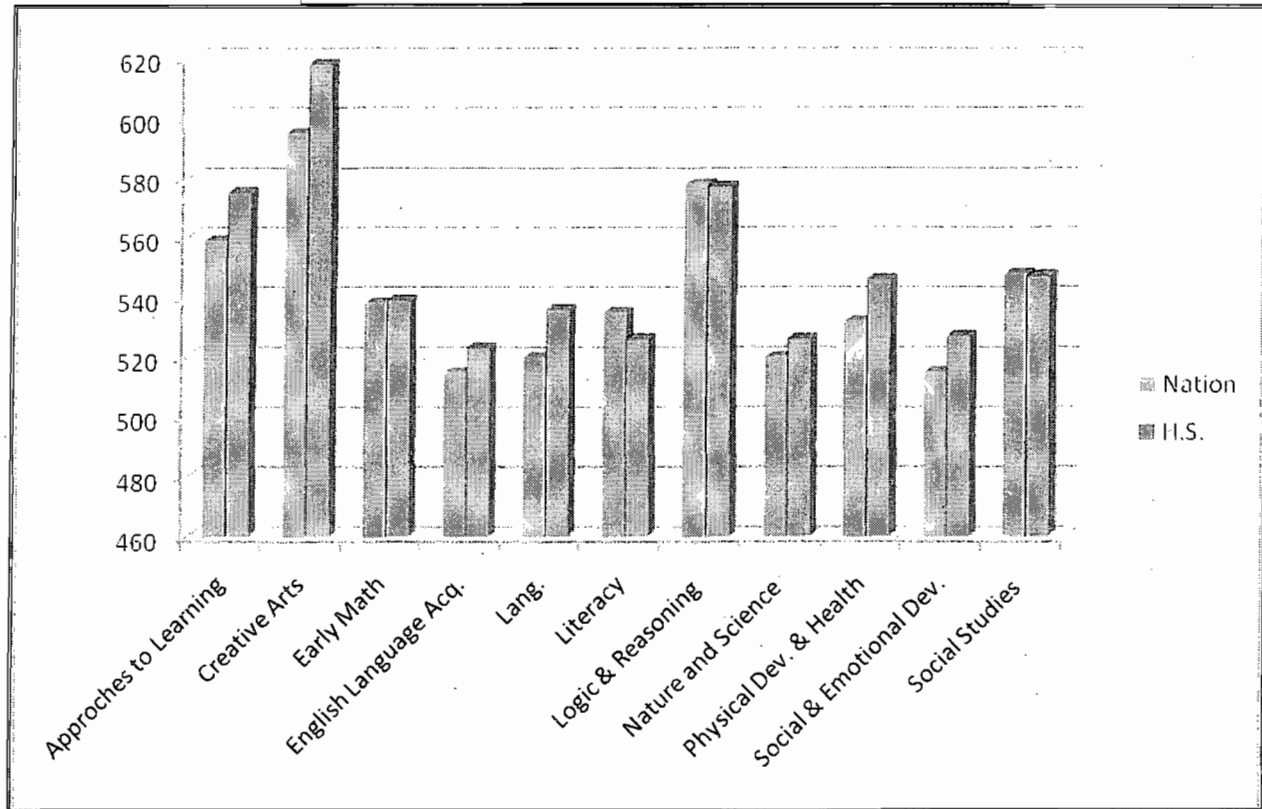
Classroom activities are based on the "inclusion model" which includes children with special needs. Children with suspected disabilities will be referred to appropriate providers: Orange County Public Schools Pre-School Diagnostic Intervention Services (PDIS) and United Cerebral Palsy.

During the early years, a window of opportunity exists for children to absorb information like sponges. The Head Start program exposes children to technology (computers and Leap Frog work stations) in the classroom. Digital interactive media may be used as a catalyst for communication and supports early learning and development. In addition, field trips are designed to broaden their perspectives of the culturally diverse community.

Orange County Head Start children have made significant gains compared to last year in the areas of approaches to learning, early math, language and physical development and health. Children attained critical preschool skills for academic success in kindergarten during the 2011-12 School Year. Literacy is the only domain that children fall slightly below the national average scores for child outcomes, based on the latest Orange County Head Start Child Outcomes report.

Head Start children meets or exceeds the national scores for children entering kindergarten in ten (10) of the eleven (11) domains of learning and development. The scores of children in the respective developmental domains at national and local level (Orange County Head Start) are displayed in Figure 3.

**Figure 3. Orange County
Head Start Division
Child Outcomes: (4 year olds)
Orange County vs. Nation
7/16/2011 to 3/31/2012**



Teachers will incorporate early literacy activities in lesson plans. Head Start children will acquire pre-reading skills that are critical for successful learners. In addition, staff will send home educational activities for parents to further develop their children's emergent literacy skills such as letter and sound recognition. Reading is an essential skill that is crucial to academic success.

Early childhood educators that know more about their children's academic, social, and emotional development are more likely to meet their children's needs. Teachers will continue to make child assessments at the various intervals to determine their progress. As children move along the learning curve, teachers will develop new strategies to improve their self-confidence and sense of accomplishment.

Head Start children learn critical thinking skills and develop social competency that will follow them into kindergarten, elementary, and higher grades. As a result, Head Start children tend to score higher on fifth grade reading and math tests and excel academically¹⁴, compared to those disadvantaged children who did not have an

¹⁴ Ann Work, Pre-K, Head Start paying off, Time Record News, Wichita Falls, Texas, March 30, 2012.

opportunity to attend the Head Start Program. Furthermore, Head Start children are more socially adaptable, which reduces behavioral issues in school.

Staff will continue to encourage parents to become more involved with their children's education and provide supplemental at-home activities. Updates on their children's progress in the eleven domains of learning and development will be distributed to parents. The grantee will offer parents opportunities to engage with the Head Start Program, staff, and community.

The Management Team will disseminate information to all staff within five (5) working days, or immediately if necessary, publish a training calendar and hold frequent and relevant trainings. All staff will be notified of major changes, and Supervisors will initiate daily verbal contact with frontline staff and provide direct reports. To that end, Head Start will promote good customer service and team work to motivate staff, improve staff morale, and reduce turnover.

2. CLASS Report

This year staff selected five Head Start centers that were designated as low-performing providers based on the 2010 VPK School Readiness Rate report. Staff made observations of 24 classrooms utilizing the CLASS observation tool. Raw data derived from the staff observations will be aggregated and analyzed. A final CLASS report of the findings will be generated which will identify classrooms that perform below standards. Head Start teachers will receive training related to the three domains of CLASS.

During the 2012-13 school year staff will develop an improvement plan and provide low performing classroom instructors with additional training and technical assistance. The CLASS schedule will be revised and completed on twenty percent (20%) of the classrooms on a quarterly basis.

3. Health Services

A. Dental Home Initiative and Services

Last year, the program implemented several strategies to improve dental examinations and treatment completion rates as follows: The Health Services Unit and Program Manager conducted over eighty face-to face or telephone meetings and contacts with various dental providers. Staff made numerous phone calls to Head Start parents to establish a dental appointment for children, remind them about their children's dental appointment, and check for dental insurance coverage. These phone calls are typically not tracked via ChildPlus, unless the Community Social Workers enters a progress notes in the system. Staff also distributed to Head Start families 200 flyers related to Oral Health at Parent Orientation, which is held at the beginning of the school year. More than sixty (60) children were transported by staff to their dental appointments, including those that were served by dental providers on school campuses.

Staff will continue to work with Head Start families early in the school year to encourage their cooperation in getting children's dental health care completed in a timely fashion. This year, the grantee plans to hire a Dental Assistant in our efforts to improve program strategies to ensure children receive dental examinations and follow-up dental care. Head Start staff will make referrals on behalf of children without a dental home. The importance of good oral hygiene will be emphasized in the classroom on a daily basis, as children must brush their teeth after all meals and snacks.

B. Mental Health

The Disabilities/Mental Health staff will continue to work with children that have emotional and behavioral problems. Classroom staff utilizes the Positive Behavior Intervention Support (PBIS) to redirect those children's with behavior problems to minimize disruption in class activities. During the school year, more than one hundred Head Start children have received mental health services from KinderKonsulting, the grantee's mental health provider. These children are not counted in the diagnosed disabilities section of the Program Information Report.

The Disabilities/Mental Health Unit Program Manager has designed reports in conjunction with the various therapists to report on the progress of the children related to behavioral therapy sessions. The Behavioral Therapists are required to provide reports to the program relating to the progress of therapeutic services rendered to the children.

B. Community & Family Partnerships

1. Eligibility, Recruitment, Selection, Enrollment and Attendance

Family & Community Partnership staff will launch a Head Start recruitment campaign utilizing various media venues: public service announcements, *Orange TV*, newspapers, and radio. In addition, more staff and community partners will be involved in recruitment efforts. All recruitment materials will be available in other languages such as Spanish and Creole to accommodate emerging ethnically diverse populations in Orange County. Informational flyers will be distributed to Head Start families, collaborative partners, and community residents.

Orange County will continue to maintain its funded enrollment through on-going recruitment efforts. Head Start eligibility is based on the child's age and determined by income. A child must be three years old by the date used to determine eligibility for public school, which is September 1st.

Special needs children will be recruited through Part C providers and other agencies that serve children with disabilities. These agencies provide referrals to Head Start throughout the school year. Based on the Head Start eligibility selection priority criteria, consideration will be given to those children with the highest priority rating scale, based on the Head Start Eligibility Priority Selection Criteria.

The Head Eligibility Priority Selection Criteria awards more points for at-risk children and families with lower income at or below 100% poverty level. This is a standard criteria to determine the selection of eligible children for the Head Start Program. Ten percent (10%) of the funded enrollment is established at 131% of the poverty level for children with diagnosed disabilities.

Refresher training related to income eligibility will be provided to Family & Community Partnership staff. Training will build self-confidence and competence to ensure accuracy in calculation of household income of potential Head Start children. The Senior Social Workers will continue to double check the calculation of income on all applications for child enrollment, as a checks-and-balances measure to ensure uniformity.

Higher level staff will no longer have to re-calculate income, which will free up their time to focus on more pertinent managerial issues. Uniformity in the calculation of income will ensure that family income meets eligibility requirements in accordance with the most recent Federal Poverty guidelines for the 48 contiguous States and the District of Columbia.

Community Social Workers will enter information about children and their families into ChildPlus to complete pre-registration and enrollment applications for eligible Head Start children. Staff will encourage parents to maintain their child's attendance in the Head Start program. Orange County Head Start will maintain at least 85% attendance at all times during the School year.

2. Achievement of Family Outcomes

The Family & Community Partnership staff will assist families to establish short and long-term goals. Their goals may include improve parenting skills, computer classes, ESOL, GED, employment opportunities, career advancement, homeownership, asset management, household budgeting, and/or economic self-sufficiency. Head Start will continue to collaborate with faith-based and early childhood providers to meet the needs of Head Start families within the Orange County Community.

Through face-to-face interviews, enrollment, and parent orientation, Social Services staff will quickly develop rapport with the Head Start families. Social Services staff will encourage all families to establish their own goals. The process of setting goals fosters positive interpersonal communication between staff and Head Start families. A Family and Community Partnership Agreement will be completed on those interested Head Start families. The Family and Community Partnership Agreement will identify specific short and/or long term goals, strategies or activities to reach the goals, and time lines for the achievement of family outcomes.

In addition to completing the paper version of the Family Partnership Agreement, staff will pilot an electronic version of the Family Services Partnership Agreement. Social Workers will enter data directly into Child Plus related to agency referrals, case management, and follow-up consultations. This data will be used to track the achievement of family outcomes. The achievement of family outcomes will be evidence

that the Head Start program makes a positive impact on the lives of children and families in Orange County.

C. Grantee Training Unit

A Training Needs Assessment will be conducted for each job classification. Based on the findings, an annual training calendar will be developed, which will include a variety of topics for the respective service areas. The topics will be divided into four categories: federal, state, county mandated training, and professional development. The training sessions are designed for newly hired and existing staff members.

Staff Training and professional development will improve job performance, help the program meet federal performance standards, state laws, and local requirements related to early child care programs and maximize the organizational capacity to deliver the highest quality of services to children and families.

D. Administration

The Senior Program Manager of Administration is responsible for Quality Assurance/Quality Improvement (QA/QI), Facilities, Transportation, Warehouse and Information Technology. The Administration Team consists of a Program Manager (QA/QI), two QA Coordinators, Program Specialist, Senior Foreman (Transportation).

The Head Start Quality Assurance Team is comprised of a Program Manager and two (2) QA Coordinators. However, monitoring is not limited to the QA/QI team. Service Areas and Center Supervisors play an integral role in monitoring the daily operations of the Head Start Program.

The QA/QI Team conducts internal monitoring to evaluate whether or not the program meets the Federal Performance Standards, state licensing and local requirements. The QA coordinators randomly select classrooms to monitor on a semi-annual basis. The on-site monitoring reviews include a detailed classroom observation and health and safe environment check.

After each on-site monitoring review a report, which includes a list of the non-compliance items are forwarded to the Center Supervisor. The Center Supervisor will be responsible for resolving non-compliance items within in a timely manner. The QA Coordinators provide follow-up, as needed, to ensure that all items of non-compliance have been corrected. In addition, QA staff meets with the Service Area Program Managers as needed throughout the school year.

The Head Start Division Manager meets with the Senior Management Team periodically to discuss the monitoring reports related to the progress of child, family, and staff outcomes. The monitoring reports will be analyzed by the team and recommendations will be made for program improvement in the respective service areas. Follow-up findings will be discussed at the next month's meeting.

The Senior Program Manager also provides oversight of facilities to ensure that indoor and outdoor facilities meets federal performance standards, state licensing and local requirements. All Head Start facilities are healthy and safe so that children may learn in an environment that is conducive to learning.



Outdoor areas are clean, free from debris and hazardous waste materials. The children's playground is safe and secured by a fence. The Head Start playground equipment is age appropriate and designed to promote creative play and physical growth and development of young children.

Information Technology (IT) staff utilizes the *ChildPlus* system to generate aggregated data reports that are crucial for management to make program decisions and maintain compliance with federal performance standards across all service areas. IT staff conducts a computer and equipment assessment related to computer hardware and software, coordinates the acquisition of computer equipment, hardware, and software with vendors and ISS County Department. IT staff maintains and upgrades software and computer equipment for classrooms and offices, manages the administration of *ChildPlus* database, learns new modules for database information systems and configures to meet program needs, generates management and service area operations reports, provides staff with technical support, troubleshoots computer equipment and software concerns, sets-up media equipment for webinars and trainings, and provides staff training to update operational standards, as needed.

E. Program Design, Management and Governance

The Grantee for the Head Start Program is the Board of County Commissioners.

Board of County Commissioners

Teresa Jacobs, Mayor of Orange County



Teresa Jacobs
Mayor



Scott Boyd
District 1



Fred Brummett
District 2



John Martinez
District 3



Jennifer Thompson
District 4



Ted Edwards
District 5



Tiffany Moore-Passafiume
District 6

Under the auspices of the Family Services Department, the Head Start Program is fully integrated in all aspects of the grantee operation. The Board of County Commissioners, the Head Start Policy Council, and Head Start Manager assume shared governance responsibility for the approval of program budgets, proposals, strategic planning, community assessment, local program self-assessment and related decision-making processes.

The Director of the Family Services Department provides oversight and manages, plans, and directs ten (10) County Divisions: Citizens Commission for Children, Community Action, Head Start, Mental Health & Homeless, Regional History Center, Youth and Family Services and Fiscal Office and others. The Department Director serves as a liaison between the Head Start Manager and its governing board, Orange County Mayor and Board of County Commissioners.

The Department Director provides information to the governing board about items that have been reviewed and approved by the Head Start Policy Council. Such items include grants, contracts, hiring key personnel, and new initiatives or expansion projects for the Head Start Program.

The Head Start Manager is part of the Family Services Department Team and County Management Network. The Division Manager serves as a liaison to upper Department management and Head Start Division.

F. Risk Management

The Office of Head Start has implemented a prevention/early intervention strategy to reduce potential risks for grantees. However, to date, Orange County Head Start has not received any correspondence from the Office of Head Start related to potential risks and areas of improvement.

VI. Results or Benefits Expected

A. School Readiness:

Research studies have documented a strong correlation between credentialed teachers and high-quality early childhood programs. The National Research Council *Eager to Learn* report indicates that children who attend a high quality early childhood program tend to learn more and are better prepared to enter kindergarten and succeed in school.¹⁵

Professional Development promotes educational growth and supports teachers as life-long learners. Additional education will strengthen the program staff competency,

¹⁵ Bowman, B, Donovan, S.M. & Burns, S., Eager to Learn: Educating Our Preschoolers, Washington D.C.: National Research Council, 2001.

education and credentials. It may also foster leadership among a few staff who desire career advancement.

Furthermore, the staff professional development plan will provide teachers with innovative teaching strategies that are designed to help at-risk, low-income children who traditionally score below the standards of the Florida Kindergarten Readiness Screener. Head Start will provide children with a high quality early childhood education, so that they will transition into kindergarten, fully prepared, *ready to learn* and succeed academically in school.

From preschool to college and into the workforce, investments in the early years (birth to age 5) of a child's life will empower a new generation of future leaders. Head Start children acquire critical preschool skills and social and emotional competence to successfully meet the academic challenges of kindergarten, school, work, and life. Thus, the Head Start experience will make a positive impact on the lives of at-risk young children from low-income families in Orange County.

B. Achievement of Family Outcomes

The Family and Community Partnership Team will increase communication with operations staff and parents. Through this they may increase case management services, especially for those families experiencing a financial or personal crisis; transitioning from welfare to the workforce, or struggling to achieve economic stability.

Senior Management will periodically review the Program Improvement Plan and monitoring reports to ensure that service areas are on target. As families accomplish their goals, the program will move toward program excellence.

C. Community Support:

The grantee has been successful in partnering with a variety of organizations, including faith-based organizations, early childhood providers, the Early Learning Coalition of Orange County, municipalities, and non-profit organizations. Currently, Head Start has developed more than (30) formal collaborative partnerships with public, private and non-profit and faith-based organizations. Orange County Head Start has many partners that have yet to be formalized. Therefore, staff will continue to develop formal partnership agreements, as deemed necessary.

The new partnerships will provide additional or enhanced services for children and their families. Collaborative agreements will also help the program to leverage funds and maximize community resources. Orange County Head will continue to gain community support through outreach campaigns, leadership building and formal meetings with providers in the public and private sectors.

VII. Program Major Accomplishments (2011-12)

1. Head Start staff, with assistance of other county staff and community volunteers installed a new playground at Pine Hills Head Start Center in July 2011. In addition, staff and community volunteers painted the classroom walls at Bridges, East Orange, Bithlo, Lila Mitchell, Southwood, Marston and Pine Hills Head Start Centers in August.



Several Head Start Division staff were recognized by Mayor Teresa Jacobs for these important facilities improvement projects. Participating County volunteers included staff from the Office of Mayor Teresa Jacobs, Facilities Management, Growth Management, Corrections and Family Services. Community partners included Kappa Alpha Psi Fraternity, First Baptist Church of Orlando, PNC Bank, Girl Scouts Troop 284, Frito Lay, Inc., Texas Fried Chicken & Pizza, and Kiwanis Club of Orlando

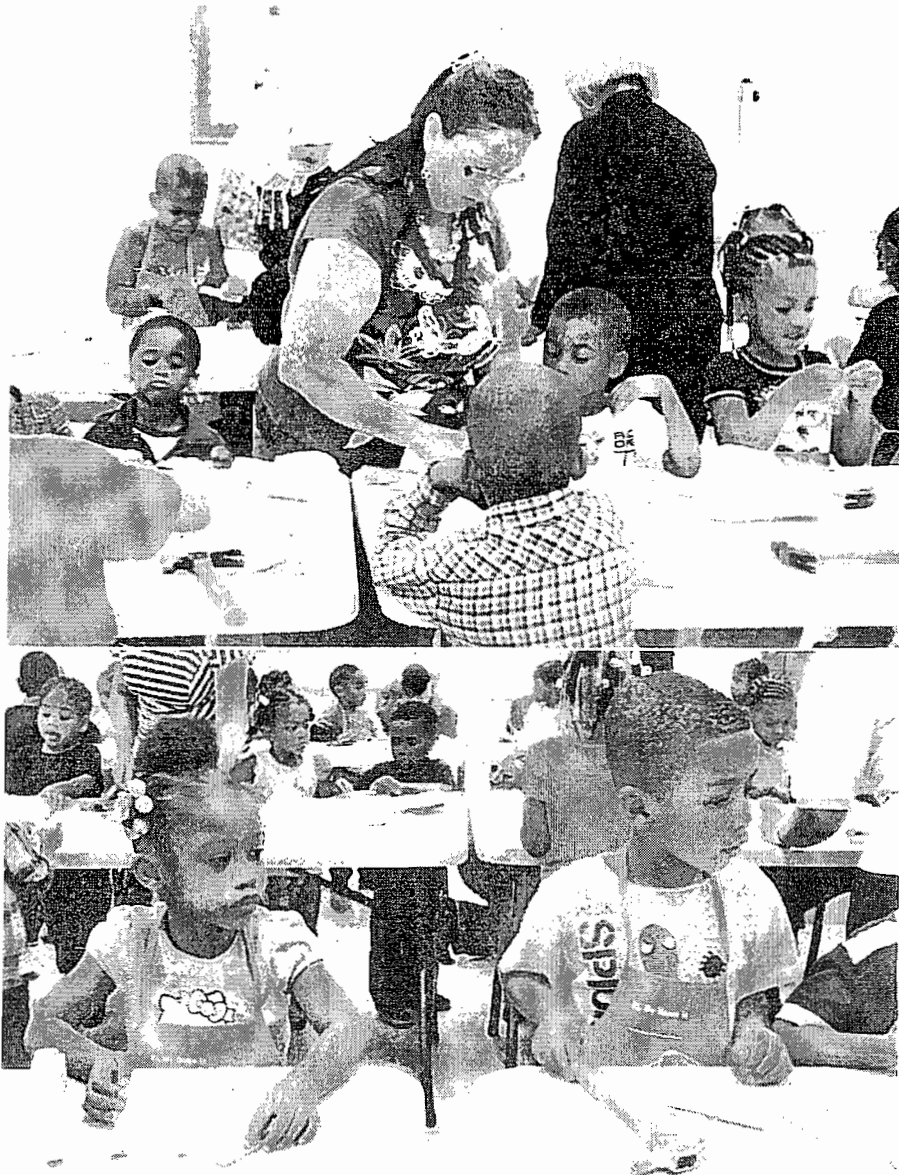
2. Head Start was awarded the Reading Is Fundamental (RIF) Family of Reader's Grant Award (\$8,869), which was used to purchase high quality, age-appropriate books for ownership to 1,536 children and replenish the Head Start Lending Libraries. Four parent workshops were conducted that included Family of Reader's Orientation, Setting the Stage for Literacy at Home, Choosing Good Books and Reading Aloud. Parents also participated in the book selection committee, planned motivational activities and read aloud sessions with students.

3. More than 500 volunteers participated in the celebration of Guest Reader's Week, including local political officials and media celebrities.



4. Head Start provided services to more than 225 children that had been diagnosed with developmental delays and speech or language impairments.
5. The grantee's facilities meet federal performance standards and state licensing requirements, as mandated by the Office of Head Start's goal to ensure that children learn in a nurturing, healthy, and safe environment.
6. Ninety four percent (94%) of the Teachers have acquired Early Childhood Education degrees to comply with the Improving Head Start for School Readiness Act of 2007, which requires that at least fifty percent (50%) of Head Start Teachers and Education Coordinators will have a Baccalaureate or advanced degree in childhood education by September 30, 2013 and all teacher assistants will have a Child Development Associate (CDA) or enrolled in a CDA credential program that will be completed within 2 years or have an associate's degree or baccalaureate degree (any area) or be enrolled in a program leading to such a degree by September 30, 2013.

7. Home Depot sponsored a construction activity for the children at the Hal Marston Head Start Center.



8. The grantee established Memorandum of Understanding (MOU) Agreements with the Community Coordinated Care for Children (4C) and Children's Home Society, grantees of the Early Head Start Program. The purpose of the agreement is to facilitate, coordinate, and streamline the transition referral process for children leaving Early Head Start and enter the Orange County Head Start Program.

9. The grantee developed a collaborative partnership with Nemours, one of the nation's premier pediatric health care systems, for their staff to provide nutrition education sessions to Head Start staff. The purpose of the educational sessions is to prevent childhood obesity among Head Start children. Nemours staff also distributes Sesame Street Healthy Habits for Life Child Care Resource kits to the classrooms, Get Healthy Now Show DVD, poems, songs and games and other activities for children.
10. The program also implemented the Head Start I am Moving, I am Learning Initiative (IMIL) as a proactive approach to prevent childhood obesity among Head Start children. This initiative provides children with daily exercise that improves their quality of physical movement. It also promotes healthy eating habits so that children may make better food selections daily.
11. The Callahan Head Start "*Secret Garden*" is a new collaborative partnership with the Orange County Health Department designed to teach young children about the importance of eating healthy and gardening basics. Initially, children placed seeds in small cups of potting soil. As the seeds sprouted and developed into plants, children transferred the plants into larger pots. Children learn there is a correlation between seeds and plants that produce vegetables they may see at their dinner table.

Callahan's children watch their plants grow into lush garden varieties that include beans, leaf lettuce, radishes, carrots, and cumpers. Today, children can prepare their own salad made from the vegetables grown in their own secret garden.





12. The grantee coordinated indoor and outdoor activities for children and their families that attended *Making Strides Against Breast Cancer 5K walk* sponsored by the American Cancer Society. This event generated more than \$36,000 in-kind contributions to the Head Start Program. Donations were derived from facilities space, A & D financial resources and community volunteers.
13. The Orange County Health Department, Environmental Services Division implemented the Healthy Homes Initiative, which provides a comprehensive and holistic approach to preventing diseases and injuries that result from housing-related hazards and deficiencies. The Healthy Home Initiative identifies health, safety, and quality-of-life issues in the home environment and to act systematically to eliminate or mitigate problems. A total of 100 Head Start families participated in the project.
14. In addition, the Health Department's Environmental Services Division implemented the Asthma Friendly Childcare Project. The program strives to prevent unnecessary asthma emergencies in the daycare setting by increasing the number of asthma-friendly childcare facilities. The Callahan, Denton Johnson, and John Bridges Head Start Centers participated in this project, and were recognized as being Asthma Friendly Childcare Facilities. Additional centers will participate in the project during the 2012-2013 fiscal year.
15. The grantee established a collaborative partnership with the Andrew University, Dietetic Internship program. A total of four Dietitian interns practice developing menus, special diets related to medical conditions, and prepared nutrition education activities to be performed in Head Start classrooms.

16. Orange established an Affiliation Agreement with the University of Central Florida, School of Social Work. A total of 4 Social Work students practiced their internship for a period of 5 months in several of the Head Start centers. They performed as Community Service Workers, providing comprehensive services to Head Start parents related to (1) completing applications and enrollment of new children, (2) establishing and providing follow-up to family goals, and (3) conducting case management.
17. Orange County Head Start Division established three program-wide projects related to the Strengthening Families Initiative. The primary focus areas were (1) Self-Empowerment, (2) Building Relationships, and (3) Male Involvement.
 - The Self-Empowerment project was implemented at the Oakridge YMCA, Callahan, Lila Mitchell, and Aloma Head Start Centers. Approximately 243 families were enrolled in training sessions related to (1) *Budget, Creditability, and Money Management*, (2) *Positive Parenting*, (3) *Housing/Habitat for Humanity*, (4) *Self-Empowerment, Education, and Employment*, and (5) *Interviewing Etiquette*.
 - Forty (40) Head Start families enrolled at the East Orange, Hal Marston, and John Bridges centers participated in the Building Relationships project. This project is a ten (10) week workshop entitled *The Incredible Years*. Among the participants were families that included a variety of family types such as (1) single fathers, (2) generational family (grandparents raising children), (3) single mothers, (4) married couples, (5) common partners, and (6) single parents due to military deployment or incarcerated.
 - More than 460 fathers participated in the the Male Involvement project. Fathers were involved in a series of monthly fatherhood activities held at their centers. As a final activity, they celebrated a *2012 Head Start Olympics/Field Day* with the children, parents, and staff.
18. Information Technology (IT) staff attended meetings, webinars, and teleconferences to learn new database modules, requests for database systems improvement, and configures them to meet agency's need. IT staff provided training to Community Social Workers, Center Supervisors, and Education Coordinators so that they may incorporate the updates in their operational standards.
19. IT conducted a computer and equipment assessment to identify needs of service area representatives and provides ongoing support to all staff related to computer hardware and software. In addition, IT staff coordinates the acquisition

of computer equipment, hardware and software with vendors and ISS County department, in accordance with County computing standards.

All classroom computer equipment has been upgraded and the latest version of educational software was installed and is full operation.

VII. Budget Justification

A. Ongoing Operation Costs

Orange County Head Start is requesting operational funds in the amount of \$12,229,472 in Fiscal Year 2012-13. The funds will provide part-day, comprehensive early childhood development services for 1,536 children and support to their families. Seven hundred eighty (780) of 1,536 children will receive full-day, full-year services in classrooms at designated Head Start Centers.

B. Salaries

Funds will be used to cover staff salaries at a cost of \$7,133,918 which includes Orange County's proposed 3% COLA increase. The fringe benefits will cost \$3,334,310. The discounted indirect cost of \$106,329 is 1% of the total salaries.

C. Operation of Services

Funds in the amount of \$1,654,915 will be used for regular operation of services such as leased space at various sites, supplies, insurance, medical and psychological services, field trips, Parent Activity Fund, children's insurance, etc.

D. Training

Funds in the amount of \$122,891 will be used for parent and staff training, bringing in nationally recognized consultants and utilizing the T/TA Network and the Regional Office support. Funds will also be used to support on-going professional development and formal education for teachers and teacher assistants to meet the mandates specified in the Improving Head Start School Readiness Act of 2007.

E. Non-Federal Match

For more than forty years, the County has provided the non-federal match for the Head Start Program to support the Head Start Division's efforts to serve at-risk, young children and their families. The non-federal match of \$3,088,091 is derived from parent volunteerism, donation of goods and services, lease agreements and Orange County support.

VIII. SUMMARY

We are at a crossroads and must determine our priorities, as the nation's future depends on the health and well-being of our next generation. Thus, the question remains--how do we garner a talent pool to make America a leader in the global economy? We begin by investing in strategies that develop human capital and are proven to produce a return on investment far beyond the initial financial commitment. Therefore, the nation must make a long-term investment in early learning programs, such as Head Start and Early Head Start. Head Start is a national commitment to provide that opportunity for the country's most vulnerable, at-risk young children.

The FY2012-13 priority for Head Start will focus on overall program excellence. As the grantee's staff ascertains higher levels of professionalism, this will create a foundation for "best practices" in all service areas of the Orange County Head Start Program. Highly educated, credentialed and experienced teachers will improve classroom instruction. As new, innovative and more interactive teaching strategies are introduced, children will progress to higher levels of learning, thereby meeting and/or exceeding the national standards in the eleven domains of learning and development. And over time, at-risk, low-income children who are considered low-performing students will meet and or exceed the minimum Florida Kindergarten School Readiness Screener readiness rate.

An opportunity to succeed is an American core value. Low-income families are at greater risk of not achieving their personal and career goals during their lifetime. The achievement of short-term goals will boost a family's self-confidence, so that they may attain gainful, year-round employment, improve their educational level, parenting skills, financial status, and become productive, law-abiding, leaders in the community.

The successful achievement of child and family outcomes will improve organizational capacity and its resiliency to meet federal performance standards. Thus, the Orange County Head Start Program will move from a local to nationally recognized *program of excellence* in the field of early childhood education.

Early learning programs impart essential skills, such as self-control, problem solving, teamwork, persistence, and early numeracy and literacy — skills that set a child up for academic success in school and later in the work force. In the long-term, high-quality early learning programs show positive returns by reducing special education referrals, grade retention, and juvenile delinquency. Head Start is a wise, long-term investment in our future - a robust future made stronger by the early learning experiences that Head Start offers to our nation's youngest minds.

APPENDIX 1

POLICY COUNCIL MINUTES

**ORANGE COUNTY HEAD START
POLICY COUNCIL – EMERGENCY MEETING
WEDNESDAY, MAY 30, 2012
6:30 p.m.**

The Orange County Head Start Policy Council met at 2100 East Michigan Street, Orlando, FL 32806, on Wednesday, May 30, 2012. Cedric Cuthbert, Chairperson called the meeting to order at 6:40 P.M. Brittany Miller, Secretary, called roll and recorded the minutes. A quorum was present.

Members Present

<u>Name</u>	<u>Center</u>	<u>Classification</u>
Cindy Fenty (Late)	John Bridges	Representative
Yolanda Rumph	Callahan	Representative
Antonia Kaye	Denton Johnson	Representative
Inez Clayton (Late)	Frontline	Representative
Monika Christian	Hal P. Marston	Representative
Brittany Miller	Lila Mitchell	Representative
Hemwatti Rambarran	Maxey	Representative
Solize Petit	Oakridge YMCA	Representative
Eugene Phillips (Late)	Taft	Representative
Jasmine Tucker	Tangelo Park	Representative
Antwyne Graham	Community Representative	Former Parent
Cedric Cuthbert	Community Representative	Former Parent

Members Excused

<u>Name</u>	<u>Center</u>	<u>Classification</u>
Cameron Campbell	Lake Weston	Representative
Alejandra Vazquez	Aloma	Representative
Wassin Massoud	Aloma	Alternate

Visitors

<u>Name</u>	<u>Center</u>	<u>Classification</u>
Heidi Thompson	Bithlo	Parent Committee President

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Staff Present

<u>Name</u>	<u>Location</u>	<u>Position</u>
Jacquelyn Jenkins	Main Office	Head Start Manager
Gay Delaughter	Main Office	Sr. Program Manager
Ray Carmichael	Main Office	Fiscal Program Manager
Avis Anderson	Main Office	FOS
Yvette Meade	Main Office	Fiscal Coordinator
Sonya Hill	Main Office	Sr. Program Manager
Milagros Font	Main Office	Sr. Program Manager
Evette Brown	Motor Pool	Bus Driver

ADOPTION OF AGENDA

No formal Agenda was presented. Cedric Cuthbert, Chairperson, advised that the reason for the emergency meeting was to review and approve the proposed 2012-13 Head Start Refunding Application.

OLD BUSINESS

Cedric Cuthbert, advised that the Proposed 2012-13 Head Start Refunding Application had been presented at the May 17 Policy Council meeting but due to a lack of quorum it could not be voted on at that time. Therefore this emergency meeting had to be called because the application must be approved by the Policy Council before being presented to the Orange County Board of County Commissioners for their approval and submission to the Federal Office. The deadline to submit the application is July 1, 2012.

Mr. Cuthbert asked if there were any questions on the proposal and the following questions were presented:

Question: One of the proposed changes is to close a classroom at the Lila Mitchell Center and move it to the Grand Avenue Center. Why is this being done and what will happen to the staff in that classroom?

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Answer: The reason for this is because there are certain requirements as to the amount of square footage per child in a classroom. Classroom 1 is smaller than the other classrooms and only has 16 children as opposed to the 18-20 in the other classrooms. Because the Mitchell site is now a NCF (Neighborhood Center for Families) there are additional partners utilizing the building. It was decided to move the smaller classroom to Grand Avenue where we could accommodate the children and still serve the same area as at Mitchell and utilize the room as a multipurpose room for offices, meetings, therapy, etc. Staff will be relocated as appropriate.

Question: Can you clarify why the position of LPN will be reclassified to a Dental Assistant position?

Answer: One of the Programs greatest challenges is meeting the dental services requirements within the Performance Standards. While we are successful in meeting the required number of children receiving initial exams, we struggle to meet the requirement of children completing dental treatments. The plan is to replace the LPN who left the program, with a Dental Assistant who can help the Program in meeting the dental portion of the requirements. The LPN position will be reclassified because there is no possibility to get a new position on the manning table.

With no additional discussion or questions, Mr. Cuthbert asked for a motion to approve the 2012-13 Head Start Refunding Application. Jasmine Tucker, Tangelo Park Representative, made the motion and Solise Petit, Oak Ridge Representative, seconded. The motion was approved.

ANNOUNCEMENTS

Mr. Cuthbert welcomed late arrivals, Cindy Fenty, Callahan Representative; Eugene Phillips, Taft Representative; and Inez Clayton, Frontline Representative.

Mr. Cuthbert reminded members that even though school has ended for the year that the Policy Council continues to meet throughout the summer. He advised that even if the member's child will transition to Kindergarten that they are still on the Council until the new Council is seated in October. He advised the next meeting would be held June 20, 2012 at 6:30 p.m. at Great Oaks Village Cafeteria.

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Heidi Thompson, Bithlo parent, asked if there were any plans to close a classroom at the Bithlo Center. She advised that she had heard from a staff person this as well as that the Bithlo Center would be offering a VPK classroom next year.

Jacquelyn Jenkins, Manager, advised that there were no plans to close a classroom at Bithlo and that the person may be confused about the Summer Program versus the traditional year program. Sonya Hill, Sr. Program Manager, further advised that if a staff person requests the Policy Council Representative to bring up an issue at Policy Council then the Representative should direct the staff person to their supervisor or Management to have their issue answered or resolved. That the Policy Council is for the parents to present and receive information regarding the Program not for staff issues.

Another issue presented by Ms. Thompson was regarding the food at the Centers. The complaint is that the food is not being eaten by the children because it is "disgusting". Mr. Cuthbert advised that this is an ongoing challenge that is being worked on by Management. Some of the challenges they face is that there are only two providers of food that are approved by the USDA and the challenges in transporting the food and meeting temperature guidelines. It is not a new issue and other options are being considered.

Hemwattie Rambarran, Maxey Representative, asked about the possibility of requiring parents to volunteer at the Centers. She noted that she volunteers a lot of hours and that there are parents that never volunteer at all. Mr. Cuthbert advised that there is no way to force parents to volunteer. They can be shown the benefits of volunteering but Head Start policies do not allow programs to require parents to volunteer in exchange for receiving services.

Another question was presented about the possibility of cameras being placed in the classrooms. Gay DeLaughter, Sr. Program Manager, advised that this is not an expense that Head Start would approve because this is a county owned facility. She stated that some of the centers at County owned sites have cameras in the hallways but that there are none in the classrooms. This would be an expense the County would need to pay and therefore the request would need to be brought to the Board of County Commissioners.

Gay DeLaughter, Sr. Program Manager announced that June 20, 2012 would be her last day working for Head Start. That she will be moving on to other endeavors and that she has enjoyed her time working with Orange County Head Start. She encouraged members to stay active in the Program to ensure the best opportunities for the children.

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Mr. Cuthbert thanked Ms. DeLaughter for her service and wished her well in the future.

ADJOURNMENT

With no other announcements, questions, or concerns the Chairperson asked for a motion to adjourn the meeting. Yolanda Rumph, Callahan Representative, made the motion, Eugene Phillips, Taft Representative, seconded. The motion was approved and the meeting ended at 7:50 p.m.

A handwritten signature in black ink, appearing to be 'Cedric Cuthbert', written over a horizontal line.

Cedric Cuthbert, Chairperson



**FAMILY SERVICES DEPARTMENT
HEAD START DIVISION**

2100 East Michigan Street • Orlando, Florida 32806-4914
407-836-6590 • Fax: 407-836-7420 • <http://www.orangecountyfl.net>

May 30, 2012

The Orange County Head Start Policy Council approved the Refunding Application for 2012-13 at the special meeting held on May 30, 2012.

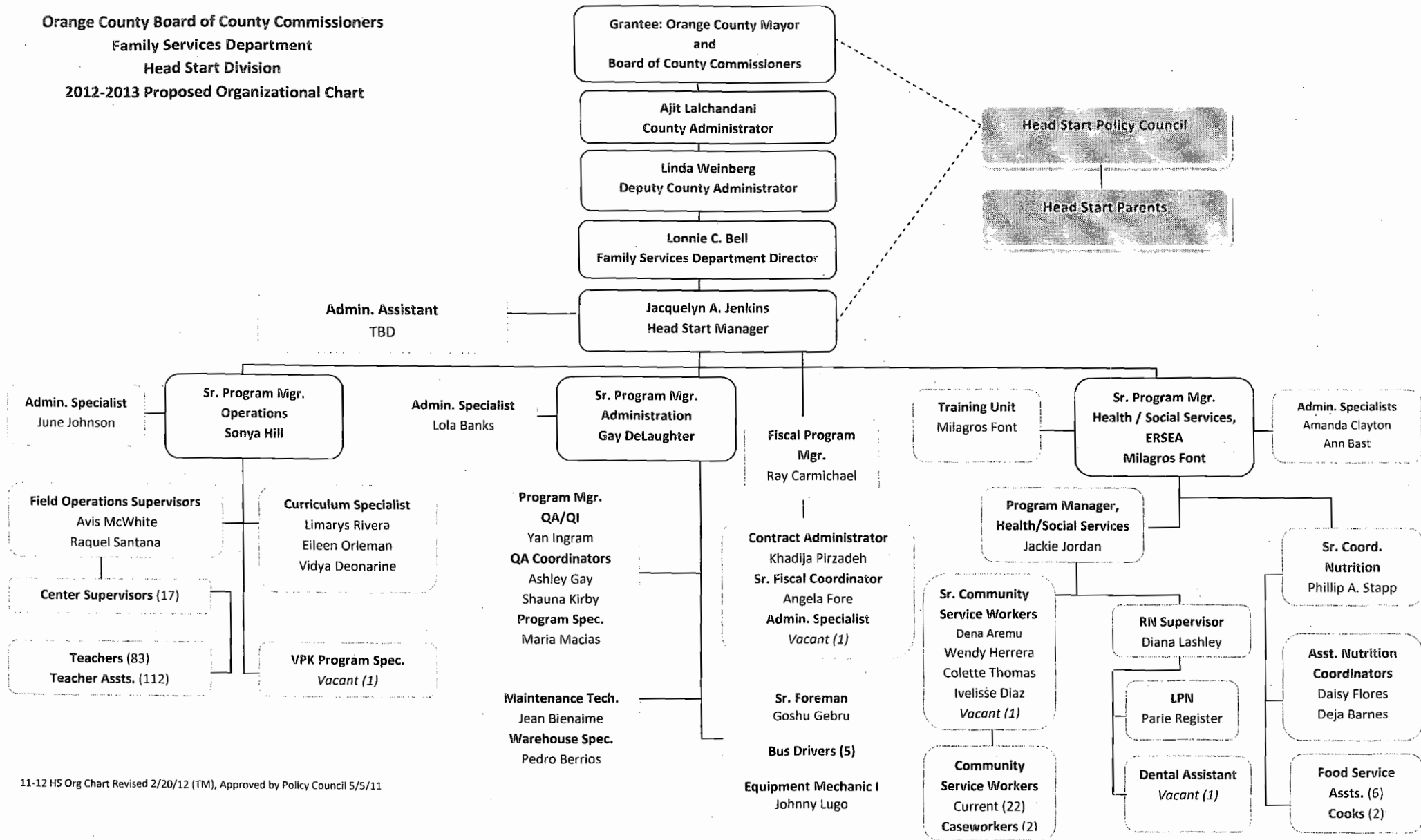
A handwritten signature in black ink, appearing to read "Cedric Cuthbert", written over a horizontal line.

Cedric Cuthbert, Policy Council Chair

APPENDIX 2

ORGANIZATIONAL CHART

Orange County Board of County Commissioners
Family Services Department
Head Start Division
2012-2013 Proposed Organizational Chart



11-12 HS Org Chart Revised 2/20/12 (TM), Approved by Policy Council 5/5/11

APPENDIX 3

CENTER ENROLLMENT

ORANGE COUNTY FAMILY SERVICES DEPARTMENT HEAD START DIVISION

Proposed (5.1.2012)

2012 – 2013 HEAD START CENTER ENROLLMENT							
Center	License Capacity	ID #	Center Code	Total HS Funded Enrollment	# of Funded Classrooms	Extended Day	"VPK" Classrooms
Aloma	N/A	5010	ALOMA	37	2	20	2
Bithlo	75	4010	BITHLO	60	3	20	3
Callahan	56	3010	CALLAHAN	47	3	20	1
Denton Johnson	35	4050	D.JOHNSON	35	2	20	2
East Orange	118	4040	EORANGE	118	6	60	4
Engelwood	N/A	4060	ENGELWOOD	80	4	40	3
Frontline	105	2020	FRONTLINE	105	6	60	4
Grand Avenue	N/A	3030	GRANDAVE	17	1	0	0
Hal Marston	131	2040	MARSTON	125	7	60	3
John Bridges	166	1010	BRIDGES	160	8	80	3
Lake Weston	N/A	4080	LAKEWEST	40	2	20	1
Lila Mitchell	165	2050	MITCHELL	99	6	60	3
Maxey	N/A	1020	MAXEY	60	3	40	2
Oakridge YMCA	60	5030	YMCA-OAK	60	3	40	3
Orlando VoTech	N/A	3020	ORLANDOT	17	1	0	1
Pine Hills	255	2010	PHCC	200	10	80	4
Southwood	126	5040	SOUTHWOOD	120	6	80	4
Taft	120	3050	TAFT	120	6	60	4
Tangelo Park	N/A	3080	TANGELO	36	2	20	2
TOTAL				1536	81	780	45

APPENDIX 4

SELF-ASSESSMENT SUMMARY

The Orange County Board of County Commissioners

Head Start Program

2012 Self-Assessment Final Report

April 4, 2012

Introduction

The Head Start Performance Standards, Section 1304.51(i)(1) describe the required annual self-assessment as an opportunity for a Head Start program to measure its accomplishments, strengths, and weaknesses (or “areas for improvement,” the term used in this report). The results of the self-assessment, coupled with the findings from the program’s internal monitoring, its community assessment, and other outcomes data, form the basis for a continuous improvement plan that guides the allocation of scarce human and financial resources.

The self-assessment process has other benefits as well. If a wide array of managers, staff, parents, and community volunteers are involved in the experience, their expanded knowledge of the Head Start program will enrich their future contributions to excellence. Further, in a climate of increased scrutiny and accountability, it is imperative that programs can identify their own challenges and put strategies in place to improve their services before gaps are identified by outside monitors. Finally, a thorough self-assessment can provide clues for ensuring that Head Start children and families continue to receive services of the highest quality.

The 2012 Orange County Head Start Self-Assessment Process

The Orange County Head Start Program elected to use a pre-existing tool to undergird its 2012 self-assessment process. Entitled *Head Start Self-Assessment: Your Foundation for Building Program Excellence*, this instrument was developed approximately 10 years ago by a training contractor in Region I, with input from the Region I Head Start Office. The tool consists of 19 booklets, each of which focuses on a system or service area. Each booklet contains guiding questions to be asked of specific staff persons, documents to be reviewed, and summary sheets designed to prompt the drawing of conclusions about the program’s strengths and areas of needed improvement.

Since the release of the tool, Head Start has introduced several new initiatives. Most of those opportunities can be captured in one of more of the 19 booklets. However, *School Readiness* does not neatly fit into the existing design, so the Orange County program opted to create a 20th booklet for that initiative. The team assigned this topic designed its own questions and selected documents for review, both of which were designed to capture the status of the program’s response to newly-released school readiness requirements.

The tool is designed to be completed by teams comprised of members with diverse backgrounds and interests. The pool for teams is to be drawn from managers, staff, parents and community representatives. Accordingly, the Orange County program selected two to four members for each of the 20 teams. Because of time and availability constraints, some teams were assigned two booklets. All team members received a one-day orientation to the self-assessment process on February 15, 2012, conducted by the self-assessment consultant and the Senior Program Manager in charge of the self-assessment. Teams then scheduled site visits and interviews that primarily occurred during the week of March 5, 2012, and information was summarized at that time.

During March 14-15, 2012, at least one representative from each team met with the Senior Program Manager and the consultant to discuss their findings and conclusions. These meetings afforded everyone the opportunity to probe more deeply into the observations and recommendations of the teams. All program managers and self-assessment team members received the final report during the week of March 26, 2012, and had an opportunity to discuss and clarify the report's findings during an April 2, 2012 meeting.

Organization of the Self-Assessment Report

This report is presented in a chart format, with each of the 20 areas having its own chart. The charts are not organized by booklet number, but rather are organized by the eight Head Start systems areas, followed by service areas that naturally cluster together. Thus information about a large service area (e.g., child health and development services) is available sequentially. Each chart lists the team members, the sites visited, and the people interviewed.

Four types of information are presented. The area's strengths, as determined by the team, are described, as are the areas of needed improvement. In some cases, the team had additional findings that were not necessarily germane to their assigned area, but which needed to be captured in order to ensure follow-up. These can be found in the observations section. Also in that section are suggestions which the self-assessment team made for on-going program improvement.

Underneath these three information sources is a comment section. This is the place where the consultant has provided her suggestions for consideration by the Orange County Head Start leadership team.

There are four caveats that are offered about this report and the process used for the 2012 Self-Assessment. First, most of the persons who served on teams were timely, serious, and thorough in completing their work. Many reported that they had gained additional knowledge about the program. The depth and breadth of this report is a testament to team members' commitment and energy. The program should consider continuing this option of broad staff, parent and community involvement in future years. Fortunately, the senior staff person charged with the overall organization of the self-assessment had a passion for completing the work in a thorough and timely way, and this also contributed to the success of the project.

Second, future self-assessment opportunities need to address the concept of a program's "strengths." Just completing the services required by the Head Start Performance Standards, the other parts of the Code of Federal Regulations 1304 series and other Federal regulations should not be considered strength. Rather, it means that the program has met the minimum requirements for service delivery and program operation. A "Strength" should be defined as a practice or strategy that goes beyond the minimum, and approaches excellence. Because this concept was not discussed with team members prior to the completion of their work, some of the program's strengths identified in this report may well be descriptions of a program's meeting its required minimums.

Third, one of the challenges of a self-assessment that uses a small number of centers, interviews and documents review as a proxy for the entire program is that those samples may not reflect the program as whole. Therefore, the program's management team and others should carefully consider next steps for utilizing the self-assessment findings. It is important to ask if there are other information sources, findings, and data that would support conclusions based on a small sample.

The fourth caveat, and perhaps the most important, is that this document does not and cannot stand alone. It is part of a wider process by which program leadership should systematically and routinely examine data from multiple

sources to develop and update its strategic plan. The leadership team should also periodically revisit that plan to ensure that the steps designed to improve program operations are occurring and are successful.

Conclusions from the Self-Assessment

Taken as a whole, the findings of the team appear to demonstrate that the Orange County Head Start Program is delivering comprehensive services of adequate to excellent quality across its centers. Many staff members are knowledgeable about their specific jobs and services, and are committed to doing their work well. Many parents, including Policy Council members, are enthusiastic about the opportunities that the program affords them and their children.

The findings also suggest that while the ingredients for program improvement are in place, the climate for active leadership may need to be stepped up a notch. For example, while data sets exist describing the quantity and (in some cases) the quality of services across service areas, there does not appear to be a systematic strategy for aggregating the data and examining it regularly to see if the program's stated goals are being met. The same appears to be true for the monitoring findings and observations that exist from the Quality Assurance Unit, center managers, and service area managers. Information from all three sources exists, but is not consistently aggregated and employed as part of the program's continuous improvement process.

Such timely aggregation and consideration may also help to solve what appears to be the program's tendency to respond to challenges by making processes more complex than they already are. For example, the challenge of inadequate and inaccurate income verifications appears to be multiple levels of checking computations, rather than first focusing on training and technical assistance strategies that will help family service workers to gain the knowledge and tools to accurately complete that task. The increased complexity of the program's lesson planning format, while an understandable response to the additional responsibilities placed on our early childhood services, may have inadvertently made the teaching process less reliant on child-teacher interactions and more directed toward paperwork that is perceived not as supporting intentional teaching but as hindering it.

The next step in this self-assessment process is a careful review of its findings by the management team, followed by the development of a continuous improvement plan that lays out specific improvement strategies, as well as steps, responsibilities, and timelines for each strategy. The self-assessment report, along with the improvement plan, should be presented to the Policy Council and Board for their input and approval. An update on the progress of the plan's implementation should be an agenda item for each management team meeting, and the Policy Council and Board should receive regular progress reports as well.

Finally, thanks are due to the diligence of the many members of the self-assessment teams. They took their work seriously, and their diligence will be honored through the development and on-going use of the continuous improvement plan.

Results of the 2012 Orange County Head Start Self Assessment

System: Ongoing Monitoring		
Team Members: Lola Banks, Israel Simon and Ashley Gay		
Sites Visited: Central Office	Persons Interviewed: Michele Sever and Gloria Murray (HR); Goshu Gebru (Transportation); Myra Jackson, Ana Sepulveda, Sonya Hill, Avis McWhite and June Johnson (Ed); Milagros Font, Delrose Forbes and Ivelisse Diaz (FCP); Wendy Herrera, Collette Thomas and Jackie Jordan (Disabilities; Diana Lashley (Health); and Andrew Stapp (Nutrition).	
Strengths	Improvement Areas	Observations/Suggestions
1. The program has a Quality Assurance Unit that conducts twice-yearly monitoring visits to each of the 19 sites. The unit has developed extensive monitoring tools and procedures that cover all service areas, including checks of records and other documentation. The relevant Performance Standards or other laws/regulations are integrated into the tools. After each visit, reports are provided to center managers and service area leaders. If there is a finding, the appropriate service area will complete a Corrective Action Plan, and the QA Unit will make a follow up visit within 30 days of the anticipated correction. The QA Unit meets periodically with each service area to discuss findings and trends. A yearly report also is prepared.	1. There does not appear to be a regularly-used and formalized system in place for the management team to review information readily available on the quality and quantity of service (e.g., Child Plus; CLASS; child outcomes; center monitoring reports; service area monitoring reports; and the yearly trends report from the QA unit), and to make short-term decisions about resource allocation based on those systematic reviews.	1. There is no shared understanding on the part of family service workers about their role (if any) in updating the parent bulletin boards that are in the classroom.
2. The Education Service Area has a four-level monitoring system for classrooms and centers.	2. The leaders and staff in the health and family service areas are not periodically analyzing information from ChildPlus and other data sources in order to identify areas of concern and then collaborate to address those concerns.	2. The program's current transition plan does not contain procedures to encourage and accommodate parental requests to have information about their children's HS accomplishments and goals shared with the receiving teacher and school.
Comments: While the program has extensive monitoring protocols in its QA and education units, as well as other monitoring processes in other service areas, a systematic effort to coordinate these efforts as part of an efficient use of center staff's time does not appear to be in place. No one identified a process by which all information is routinely		

reviewed at the management team level to ascertain overall strengths and challenges in the program. In addition, these monitoring data can be regularly used to provide support for determining the program's progress in meeting the goals of its strategic plan.

The Quality Assurance Unit does have a thorough protocol for reviewing center operations. However, there is no similar process in place for that unit (or another entity) to monitor the program's management operations. This self-assessment does not replace an on-going monitoring strategy for the various systems.

System: Planning

Team Members:

June Johnson and Michelle Williams

Sites Visited:

Central Office

Person Interviewed:

Dr. Jacquelyn Jenkins and Gay DeLaughter (HS Mgmt);
Cindy Fenty and Brittany Miller (Policy Council)

Strengths	Improvement Areas	Observations/Suggestions
1. Procedures are in place to ensure that the required Community Assessment and updates occur. A relationship has been developed with faculty from a local higher education institution to provide updated and accurate demographic and other information that can be used for planning.	1. There is no evidence that the various data sources (e.g., Community and Self-Assessments; Child and Family Outcomes Reports; QA and service area monitoring reports; Policy Council goals) are used in a systematic way to develop a strategic plan that guides the long- and short-term operations of the program.	1. Policy Council members did not appear have information about a child outcomes report, nor do they remember receiving this document.
2. Staff professional development plans are in place.	2. There is no program-wide training calendar or plan.	
3. Individual service areas do have yearly training calendars.	3. There was no documentation that the Policy Council has been involved in past planning processes, nor were they aware of the contents of the current plan.	
4. There is a current strategic plan that has five goals, with emphasis on technology, geographical realignment, school readiness, improved communication and increased staff professional development.	4. While written service area plans do exist, it is not clear that they have been updated to reflect current initiatives, or have been approved by the Policy Council. There was no evidence that center and other staff use these plans to undergird their work.	

Comments: While the program has some of the ingredients in place that lead to a successful planning system, the findings suggest some enrichments may be necessary. First would be a merging of all data sources that provide a piece of the Orange County HS picture in a way that is useful for the management team to ascertain the current quality and quantity of service. These data will also help the team determine if the current five goals are the most relevant and necessary for the program. If not, they should be re-crafted with the input of the Policy Council. If the goals suffice, specific sub-goals/activities/timelines should be established for meeting each goal, as well as a plan for a routine review of progress by the management team.

System: Program Governance		
Team Members: June Johnson and Michelle Williams		
Sites Visited: Central Office		Persons Interviewed: Mr. Lonnie Bell (Family Services Dept. Director; Dr. Jacquelyn Jenkins (HS Manager); Cedric Cuthbert (PC Chair); Eugene Phillip and Jasmine Tucker (PC members)
Strengths	Improvement Areas	Observations/Suggestions
1. Documentation shows that the Policy Council (PC) conducts its meetings according to its by-laws, including holding yearly elections for officers and for Community Representatives. PC members appear knowledgeable about how to conduct business, and about the operations of the program.	1. There is no evidence to demonstrate consistent interest in and knowledge about the HS program by the Board, which is the Board of County Commissioners. While a Commissioner and/or an aide may periodically attend a PC meeting, and may be accessible to PC members and staff if needed, having a consistent HS information stream to all Commissioners does not appear to be happening.	
2. Documentation demonstrates that the PC did review and approve all funding applications prior to their submission. This activity was preceded by training in understanding and working with the HS budget.		
3. Written procedures to resolve Board/PC disputes are in place, as is a procedure to resolve community complaints about the HS program.		
Comments: This year's Policy Council leadership and members appear to be engaged and eager to carry out their responsibilities. However, the Board of County Commissioners, with its myriad of responsibilities, does not appear to have the time to exercise the oversight of the Head Start program that is required in 1304. It may be appropriate for the Board to consider the option presented in OHS' Governance Policy Clarification #24, which allows for the Board's creation of a committee that closely monitors the HS program, including receiving and reviewing monthly fiscal and program reports. This committee would report its actions to the Board on a regular basis, as outlined in a written procedure developed by the Board. This option is being used successfully by other large public entities that are HS grantees (e.g., Wayne County, MI; Miami-Dade County, FL; Western Kentucky University, KY).		
System: Fiscal Management		
Team Members: Amanda Clayton, Jeanette Smith, Lourdes Ramos and Talia Marrero		
Sites Visited: Central Office		Persons Interviewed: Dr. Jacquelyn Jenkins (HS Manager) and Ray Carmichael (Program Manager, Fiscal)

Strengths	Improvement Areas	Observations/Suggestions
1. The program has a software system that is capable of tracking and allocating all expenditures, so that accurate and updated monthly fiscal reports can be produced for the Policy Council and the Board, as well as for the HS management team.	1. The program has not provided basic fiscal training to persons below the level of the management team, including line staff. This training could include helping those staff to understand the basic fiscal operating procedures, and how those procedures may constrain and also drive how business must be done.	
2. There were no fiscal findings in the last independent audit, or during the last Federal review.	2. While the Board may receive a monthly fiscal report, there is no evidence that this report is reviewed monthly separate and apart from other county fiscal reports.	
3. Because the HS program is part of a large county agency, there is a system of checks and balances, since the County Comptroller's Office monitors and reviews the HS fiscal operations.		
4. The program has standard fiscal operating procedures.		

Comments: While evidence suggests that Head Start's fiscal operations are functioning well, expanding the knowledge of all staff about the fiscal requirements imposed by OHS and by the county may help those staff members better appreciate the importance of accurate and timely record-keeping and reporting.

System: Human Resources

Team Members:

Lola Banks, Israel Simon and Ashley Gay

Sites Visited:

John Bridges and Denton Johnson. Also the Transportation and Central Offices

Persons Interviewed:

Michelle Sever and Gloria Murray (HR); Ana Sepulveda and John Bridges (John Bridges); Myra Jackson (Denton Johnson); June Johnson, Sonya Hill and Avis McWhite (Ed); Milagros Font (FCP)

Strengths	Improvement Areas	Observations/Suggestions
1. Documentation exists to show that all required training sessions (e.g., child abuse training) are conducted on a timely basis.	1. Proof of reference checks for some employees was incomplete.	1. Because Orange County's policies dictate that the results of an employee's health screening and TB test must reside in a central county location, it is not possible to quickly determine if those requirements have been met.
2. Care is taken to ensure that panels with diverse members (e.g., HS staff and parents; HR and other county personnel) are	2. It is not clear if so-called "regular" volunteers (those putting in 10 or more hours) are required to have TB tests. There	2. Job descriptions and responsibilities for each staff position are available on OCFL.net and thus could be

created for each hiring opportunity.	is no documentation that those persons have had that test.	accessed and reviewed by any HS employee. However, they are not in each employee's personnel file, nor is it clear that this is a requirement.
3. There is a climate in the program that supports continued professional development of staff.	3. The personnel files at the centers were not organized in a consistent fashion. The files in the main office were consistently organized	
	4. Across the program, staff is not clear as to whose responsibility it is to alert staff when re-screenings are due. HR stated that this is not within their purview, but two managers stated that HR notifies them when re-screenings are needed.	
	5. While performance appraisals are to be conducted annually, they do not always occur in a timely fashion. In some files, the most recent appraisal was over one year old. HR may notify a manager that an appraisal is due, but there does not seem to be a system in place to follow up on late appraisals.	
	6. Because of the lengthy hiring delays that result from a complex county hiring system and the HS requirement for parent and community participation, vacant positions exist for long periods of time. In turn, this requires creating unusual staffing solutions which can be burdensome on current staff and volunteers, especially for lengthy durations. For example, the following vacancies currently exist: Three teachers; six teacher assistants; one nurse LPN, and one senior community service worker.	

Comments: The lengthy hiring process is a challenge that exists in large institutions, especially when it creates awkward arrangements for ensuring that services to children and families continue to be of high quality. It may be valuable for the HS leadership to revisit the steps in the process to see if more timely strategies could be adopted.

Providing employees with timely and thorough performance appraisals is critical for both staff morale and

improvement in performance. While management staff appear to be notified prior to the annual appraisal due date for their supervisees, there is not a consistent strategy for ensuring that the appraisals are complete, nor are there consequences for a failure to do so. Such a strategy should be implemented.

System: Record-Keeping and Recording

Team Members:

Danette Martine, Parie Register and Ray Carmichael

Sites Visited:

Aloma, Bithlo, Callahan and the Central Office

Persons Interviewed:

Jarnac Williams and Simmie Golub (Bithlo staff); Amelia Rice and Josephina Taveras (Aloma staff); Loretta Alexis and Jessica Parker (Callahan staff). Dr. Jacquelyn Jenkins (HS Manager) and Gay DeLaughter (Sr. Program Manager)

Strengths	Improvement Areas	Observations/Suggestions
1. There is a standardized record-keeping system throughout the program, including the use of the ChildPlus data management software to track information about services to children and families, as well as the Galileo data management system to track children's developmental progress. Procedures are in place to ensure the confidentiality of this information. The files that were reviewed appeared to be complete and up-to-date.	1. There may be some inconsistencies in the timelines by which family workers enter ChildPlus data, as well as a similar inconsistency by which teachers enter Galileo data. This was previously identified by the Quality Assurance Unit for some centers.	
2. Procedures are in place to transfer information about children and families who come from an Early Head Start Program, as well as those who are transitioning to public schools, if requested by parents.	2. As has been noted earlier, the management team may wish to make more extensive use of the aggregated reports produced by the record-keeping system as part of its decision-making and planning processes.	
3. Procedures are in place for using the databases to create and disseminate reports.		

Comments: The issue of who should enter ChildPlus data continues to have several answers. To ensure timeliness and reliability, some Head Start programs chose to have data entry personnel at their main office – or one per center. Other programs feel that it is critical that the staff closest to the parents – generally the family service workers – enter the data, knowing that the accuracy and timeliness will be greater. It may be important for this program to revisit this challenge at this time.

System: Communication

Team Members:

Danette Martin, Parie Register and Ray Carmichael

Sites Visited: Aloma, Bithlo, Callahan and the Central Office	Persons Interviewed: Jarnac Williams and Simmie Golub (Bithlo staff); Amelia Rice and Josefina Taveras (Aloma staff); Loretta Alexis and Jessica Parker (Callahan staff). Keira Collins and Brittany Harrington (Callahan parents). Dr. Jacquelyn Jenkins (HS Manager) and Gay DeLaughter (Sr. Program Manager)
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Strengths	Improvement Areas	Observations/Suggestions
1. A variety of methods, including those dependent on technology, are used to communicate with staff, parents, and community partners.	1. The program does not have a consistent strategy to translate materials into Creole, or to communicate at centers with parents and children for whom this is the first language. The program should ensure that all materials are available in the three predominate languages of the children and families.	1. During the summer of 2011, new teachers had a special orientation which provided them with a better understanding of the HS program than if they had come in when the program opened. This experience should be repeated.
2. Program materials are available in Spanish.	2. There may be additional information that could be made available on-line for staff and parents, such as the funding proposals. This could promote broader knowledge of the HS program and its operations.	
	3. The HS website could be more interactive and have more features for staff, parents, and community persons to get a deeper understanding of various facets of the program. Links to other organizations (e.g., DCF, the Orange County ELC) could be provided.	

Comments: In the climate of change that permeates Head Start nationally, this would be an important time for the program to consider how it might continually share its own messages and updates. The use and expansion of the website certainly is a good option. However, as a relational culture, Head Start staff and parents also thrive on face-to-face encounters, so the use of periodic all-staff training events or meetings, or even webcasts, should not be discounted.

System: Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA)

Team Members: Shauna Kirby, Sonya Hill and Maria Macias	Persons Interviewed: Teresa Williams, Vivian Jones and Dina Matthews (Center Supervisors); Margaret Hamilton, Virginia Herring, Almastine Coleman and Regina Melecio (Community Service Workers)
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Sites Visited: Frontline Outreach, Grand Avenue and Hal P. Marston	
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Strengths	Improvement Areas	Observations/Suggestions
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1. The program's policy states that	1. Verifying that the income	1. In reviewing the current
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attendance will be addressed after the third consecutive day of an absence. Average daily attendance is calculated monthly and reviewed by senior family service staff.	calculations are correct has been challenging for the program. The formulas used to calculate income appear to vary across the three sites visited. The current solution is to have members of senior HS leadership each check folders as a second level of monitoring.	Community Assessment, there is no discussion about the program's progress in addressing recommendations from the previous CA.
2. The program fills vacancies for up to 30 calendar days before the end of the year, but fills those slots with children/families who will be returning the following year.	2. There is only one level of monitoring for attendance and that occurs at the center level. It is not clear that overall program attendance is reviewed at the management level. Causes of absenteeism across the program also are not tracked and reviewed by management.	2. The program should consider a systematic training program for the family service workers, to ensure that they understand the many requirements of both OHS and Orange County. Regular monitoring of and feedback to these staff should also be a priority.
3. Because the program has a long waiting list, it is able to fill vacancies quickly at all sites.	3. The documentation that was kept across the three sites was inconsistent.	
	4. There is inconsistency as to who at each site is responsible for maintaining daily attendance, and who will be doing the data entry into ChildPlus.	

Comments: The program may wish to review its entire ERSEA system, with an eye toward internal consistency and simplicity, where possible. For example, calculating a family's income should be possible for family service staff, given their level of education and experience, if they are provided with clear, concise and repeated instruction, examples, and refresher training. Having senior level staff double-checking every application is not an efficient use of the time of persons with major program responsibilities. As part of the staff training, a list of required documentation – and the order for its placement in the child/family files – could be provided.

As part of its strategic planning and program monitoring, the leadership team should regularly aggregate and review attendance data to determine if there are trends by site, by geographical area, or by program.

Service Area: Family/Community Partnerships: Parent Involvement

Team Members:

Collette Johnson-Thomas, Deja Barnes, Nikki Parks

Sites Visited:

East Orange, Englewood and Tangelo

Persons Interviewed:

Sandra Rivera (East Orange), Aida Ayala (Englewood), Vivian Jones (Tangelo) ; Xeix Colon, Luz Ramos, Charles Martinez and Virginia Herring (Community Services staff)

Strengths	Improvement Areas	Observations/Suggestions
1. At some sites, parent involvement, including father participation, is working well.	1. The level of parent involvement at some sites, including father participation, was not strong.	
2. Family workers appear to be knowledgeable about local resources and share those with	2. The survey tool used to gauge parents' interests and needs may need to be revisited, to ensure	

families both during enrollment and during the year.	that it is designed to accurately capture the wide array of parent interests.	
3. Multiple forms of communication are used to ensure that parents are updated about relevant center information.	3. When family partnership agreements are done later in the year, it is not possible to identify, in a timely manner, those parents who would be willing to be more actively involved in the program, and to then offer opportunities for long-term involvement.	
4. Father/male involvement appears to be a priority at sites, with staff energy and creativity being devoted to finding multiple ways to make men feel welcome at the centers.	4. Some agreements with community agencies who can offer parents resources are informal. More formal arrangements may ensure that parents are able to better access those services.	
	5. No data were presented as to the types and levels of parental involvement aggregated for the entire program.	

Comments: Parent involvement always is challenging, given the many demands faced by HS parents and families. It appears that centers have developed a myriad of exciting and creative opportunities for parents to be integrated in the center's life, but these data are not aggregated and used by the management team to make decisions about initiatives that could be exported from one center to another, or to allocate scarce resources to those sites who may need additional support for unusual activities.

Service Area: Family/Community Partnerships: Family Partnership Building

Team Members:

Limarys Rivera, Curtis Coleman, Tandra Jackson, and Ivelisse Diaz

Sites Visited:

Lila Mitchell and Lake Weston

Persons Interviewed:

Staff: Dany Vincent (Lake Weston) and Shayla Brown (Lila Mitchell). Parents: Kwan Akkebala (Lila Mitchell) and Jesse Garcia (Lake Weston).

Strengths	Improvement Areas	Observations/Suggestions
1. Centers have community resource lists that are routinely shared with parents, and there is evidence that family members are involved in identifying those resources.	1. The family service workers' caseloads are large enough that balancing their many responsibilities for enrollment, partnership development, agency referrals, and parent involvement is a constant challenge.	
2. Parents verified that they did have contact with the family service workers throughout the application process.	2. The opportunities for families to develop and implement a partnership agreement did not occur at the beginning of the year, due to a desire to use	

	ChildPlus as the recording vehicle. Getting both the software and staff ready for that transition appears to have taken longer than expected, so time where families could have been making progress was lost.	
3. A pilot program to find creative ways to synchronize ChildPlus and family partnership agreements and documentation may lead to creative solutions that can be extended to all sites.	3. The documentation in the family files regarding partnership agreements is not consistent across the program. This includes the presence/absence of case notes, and the use of electronic notes vs. written notes. Family workers report that they do not have time to document all the contacts they have with families in the folders.	

Comments: The issue of availability of appropriate, well-documented services to families, delivered in a timely way, has been noted in previous self-assessments. Since this is a trend, it may be important to re-assess the specific tasks to be performed by family service workers and the appropriate caseload for each to ensure that those tasks are completed. A part of this re-evaluation should be a determination as to what level of formal education and experience is necessary to successfully complete this work. For example, it may be that persons with BS/BA and/or AA degrees in social work or human services can provide services of high quality, and the cost savings realized by re-classifying the position could be used to hire additional family service staff.

Service Area: Family/Community Partnerships: Community and Child Care Partnerships

Team Members:

Colette Thomas, Deja Barnes and Mikki Park

Sites Visited:

East Orange, Englewood, and Tangelo

Persons Interviewed:

Sandra Rivers, Xeix Colon and Luz Ramos (East Orange); Aida Ayala and Charles Martinez (Englewood); Vivian Jones and Virginia Herring (Tangelo); Doreen Fletcher (Orange County Public School); Uschi Schueller (Kinder Konsulting);) Jackie Jordan, and Milagros Font (Central Office).

Strengths	Improvement Areas	Observations/Suggestions
1. The program has numerous contracts and agreements with a variety of community agencies so that an array of services is available to the children and families.	1. The collaboration between the program and community agencies that offer job readiness and employment services could be improved upon, so that accurate information about families in need of HS services is available from those agencies.	1. Parents reported that their transportation needs sometimes are not met, especially when a parent has to travel to more than one center for an event.
2. The Health Services Advisory Committee is operational and includes representatives from various health fields. It is possible that this Committee	2. Having additional information about the availability of child care providers in areas near the families' homes would be helpful.	

may be expanded so that it services not only the Orange County program but the EHS programs operated by Children's Home Society and 4C's as well, (since the latter two organizations also serve Orange County children and families).		
3. The partnerships with Kinder Konsulting and Kinder Institute appear to be providing an array of early intervention services that are appropriate for children and families with special needs, as well as providing service continuity from the HS experience to public school services.		

Comments: Partnerships with unique local agencies such as Kinder Konsulting provide important opportunities for enriching services. The Kinder Konsulting staff interviewed mentioned the possibility of enriching the Head Start program through the use of musical therapy. The program should be encouraged to explore that option, including training of Head Start staff to incorporate those practices into on-going classroom experiences.

Service Area: Child Development/Health: Curriculum and Assessment

Team Members:

Limarys Rivera, Curtis Coleman, Tandra Jackson and Ivelisse Diaz

Sites Visited:

Lake Weston Center, Lila Mitchell Center and the Central Office

Persons Interviewed/Observed:

Tracy Collins (Lila Mitchell teacher), Carol Williams (Lake Weston Teacher), Sonya Hill (Ed. Mgr). Tammy Miller (Lila Mitchell teacher) was observed.

Strengths	Improvement Areas	Observations/Suggestions
1. The teachers observed appear to be familiar with how to implement the High/Scope Curriculum and its supplements (e.g., DLM) on a daily basis.	1. Some teachers are not consistently utilizing the wide array of resources that are available to them (e.g., Positive Behavior Support).	1. When children transfer to a new center, their IEP does not always arrive immediately.
2. Evidence was found that the daily activities reflect the 11 child development/early learning domains.	2. Some teachers did not always follow the program's dress code or its policy on the use of cell phones during work time.	
3. Children with disabilities are included in the on-going activities in classrooms.	3. The format, timing, and use of anecdotal notes were not consistent across classrooms.	
4. Teachers appear knowledgeable about the integration of information from the Galileo database into their individual and group lesson planning.	4. Playground checks were not consistently conducted before children were taken outside. On at least one occasion, proper supervisory ratios were not maintained outside.	
	5. Assessment tools were available	

	in Spanish and English but not in Creole.	
	6. Some teachers were not consistently able to describe what their daily classroom operations were, nor how they related to the program's readiness goals or its curriculum goals.	
	7. Some teachers appeared concerned when children's exploration led to "messes," as opposed to understanding that fostering independence can be a messy business.	

Comments: The findings serve as a reminder that fostering intentional teaching requires supervisory support and many reminders about seemingly unimportant and self-evident practices (e.g., checking for playground safety). Without such support and reinforcement, it is not unusual that teaching teams slip into behaviors that facilitate their own comfort (e.g., wearing inappropriate clothing; using cell phones; using outdoor time as an adult conversation time) as opposed to using every minute of class time as a learning opportunity for the children. The program may want to exhibit its intentionality by considering strategies that center managers and education support personnel can use to reinforce positive teaching behaviors on a daily basis.

Service Area: Child Development/Health: Using Child Outcomes

Team Members:

Yira Rodriguez, Vidya Deonarine, and Andrew Stapp

Sites Visited:

Southwood and Orlando Tech

Persons Interviewed:

Ms. Roberson and Gladys Arzon (Orlando Tech) and Ada Maestre (Southwood)

Strengths	Improvement Areas	Observations/Suggestions
1. The Galileo Data Management System is fully implemented across all sites. Teachers are entering and using data to individualize and to plan their classroom experiences.	1. It appears as if not all teaching team members are entering their child outcomes data on a consistent and timely basis. For example, in one class, there were no entries to document that four-year olds had mastered skills that typically have been attained by November of the school year. Given the number of children, this appears to be a data entry problem, not a series of developmental delays.	1. Consider strategies that would encourage daily entries into the Galileo system.
2. A support system exists to facilitate maximum use of this system.	2. Teachers report that the required paperwork takes them away from intensive interactions with children.	2. The lesson planning format is extremely detailed and takes some time to complete. Is such detail necessary to ensure appropriate and intentional teaching?
	3. It is not clear if the Policy	

	Council and Board have been trained to understand a Galileo Child Outcomes Report, or if those reports are presented and explained on a regular basis.	
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Comments: Like many Head Start programs that have been tasked with implementing new early childhood initiatives over the last ten years, this program may have accommodated that need by overlaying new strategies on top of existing procedures. This often leads to layering on new lesson plan and reporting requirements. In light of the new paradigm of school readiness and intentional teaching using the CLASS results, this may be an opportune time for the program to start anew by considering and prioritizing its teaching tasks. The goal here would be to maximize the time that teachers have to interact in complex ways with each child. For example, does the lesson plan need to be so lengthy that filling it out is time-consuming but also susceptible to becoming a mindless activity?

Service Area: Child Development/Health: Individualization

Team Members:

Amanda Clayton, Jeanette Smith, Lourdes Ramos and Talia Marrero

Sites Visited:

Oakridge YMCA and Southwood Centers

Persons Interviewed:

Ms. Morales (Teacher); Danielle Sylvanie (Parent at Southwood); Adriana Rodriguez (Parent at Oakridge YMCA) Yira Rodriguez (Center Supervisor), Sonya Hill (Sr. Program Manager)

Strengths	Improvement Areas	Observations/Suggestions
1. During classroom observations, individual children appeared to be engaged in activities that were designed for their specific needs, and teachers were able to share information about each child's developmental accomplishments and needs.	1. In one site, those children who are dually enrolled with another program have to walk some distance in an open setting to reach their transportation to the other program, due to the constraints posed by the narrow alley that allows no bus access.	
2. There was evidence that each child's home language was respected and used in the classrooms.	2. At one site, there was information in one child's file that he/she had a special nutritional need, but that diet was not in the file. There is no parent consent on file that would permit the child to receive Pedia Sure while the child is at the center.	
3. The required number of adults was present in the classroom at all times.		
4. Parents were knowledgeable about their children's progress, and reported on home activities in which they had engaged, based on encouragement from the center staff.		

Comments: No comments

Service Area: Child Development/Health: Prevention and Early Intervention		
Team Members: Sandra Rivera, Brenda Tunes and Cedric Cuthbert		
Sites Visited: Oak Ridge, Pine Hills and Southwest Centers		Persons Interviewed: Andrew Strapp (Nutrition); Susanna Maisonet (Center Supervisor, Oak Ridge) and Toinette Stenson (Center Supervisor, Pine Hills)
Strengths	Improvement Areas	Observations/Suggestions
1. The same follow-up and tracking techniques were successfully used at both a large and small centers. Staff used all available databases (e.g., ChildPlus) and other tools (e.g., SOPs) to ensure that children received services.	1. The process for alerting family service workers that a specific service delivery follow up is due appears to depend on each worker's reviewing files regularly, as opposed to a consistent process across the program. For example, some workers prepare a hard-copy chart to remind them while others may do a monthly ChildPlus review.	1. Consider a computer-based system, tied to ChildPlus, that will provide automatic alerts to a family service worker when a follow-up service is needed for a child.
2. There is evidence that children and families are referred to and linked with available community resources.		
Comments: No comments		
Service Area: Child Development/Health: Disabilities Services		
Team Members: Jackie Jordan, Diana Gamble and Cuwana Lawson		
Sites Visited: Maxey Center, Pine Hills Centers and the Central Office		Persons Interviewed: Dena Aremu, Gay DeLaughter (Central Office); Roberta Smith, Sara Concepcion, and Lisa Jones(Maxey); Jamie Harrold, Michelle Williams, Julie Frett, and Tiffany Jones (Pine Hills); Maria Munoz-Roberto, Jenifer Harrell and Carline Theodore (parents); Janice Lamp (Orange Co. PS); Maria Caban and Lourdes Mendez (UCP); and Rhonda Geib (RG Therapy Services)
Strengths	Improvement Areas	Observations/Suggestions
1. Disabilities services are being provided in an organized and comprehensive fashion. Parents are included in the process from the initial referral for diagnosis to the transition of children and families to public school.	1. Parents expressed interest in having more training about how they can appropriately work with their children at home, since they want to support and complement the work that the teaching teams are doing in the classrooms. Parents also would like training on how to be effective advocates for their children once the transition to	

	public school takes place.	
2. Teachers use multiple strategies to provide information about children's progress to their parents, and parents can describe how they receive and use that information.	2. It is not clear if the program has explored the challenges of deciding which children to refer for speech diagnoses, so that those who have the most severe needs are given priority for both testing and therapy.	
	3. It is possible that there may be classrooms whose play areas may need modification in order to make them more usable by children with disabilities.	
	4. Options for helping children and families access transportation should be explored.	

Comments: In an era of scarce resources, many Head Start programs wrestle with the challenge of determining which children have the greatest need for special services and early intervention. This especially is true when a substantial proportion of children have mild or moderate speech delays. An argument can be made that intensive short-term therapy can help those children develop normal speech patterns, but an equally compelling rationale would be that tying up resources for mild/moderate delays takes away financial resources that could be devoted to the intensive and often expensive therapies that could benefit those children with severely handicapping conditions. Program leadership and the Health Services Advisory Council may wish to discuss all sides of this thorny issue to see if a consensus on prioritizing is possible.

Service Area: Child Development/Health: Mental Health

Team Members:

Kimberly Gibson, Khadija Pirzadeh and Milagros Font

Sites Visited:

Frontline and Callahan

Persons Interviewed:

Denise Corsica (Teacher, Frontline); Lesley Rosario and Evanna Johnson (Teachers, Callahan); Yuwanya Clay and Consueleo Patton (Parents, Callahan); Marci Elliot (Kinder Konsulting); Uschi Schueller (Consultant); Jackie Jordan, Dena Aremu, Wendy Herrera and Khadija Pirzadeh (Central Office)

Strengths	Improvement Areas	Observations/Suggestions
1. It appears that screening of children with suspected mental health issues takes place within the 45-day time limit, and referrals then are made to the contracted provider, Kinder Konsulting. A specialist then is assigned by the contractor in a timely fashion. If necessary, therapeutic services are provided on a weekly basis.	1. The progress report provided by the contractor should be more specific about the exact treatment and progress of each child. Individual reports should be placed in each child's file, as opposed to the current listing of all children receiving services, which uses only an "x" to indicate satisfactory progress. There is no indication in the files that the therapist keeps progress notes to support the decisions about progress.	

2. In addition to providing referral services to parents, the program offers workshops on topics such as domestic violence and substance abuse. Parents also are provided with a list of resources at the beginning of each year.	2. The frequency of the reports also should be revisited. Is a bi-monthly report adequate when children may only be in the program as little as 10 months?	
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Comments: The need for individualized progress reports that are shared with center staff and placed in each child's folder is an important ingredient for assuring consistency of approach between therapists and staff. Program leadership should strongly consider implementing this change.

Service Area: Management: Tracking and Follow-Up

Team Members:

Sandra Rivera, Brenda Turner and Cedric Cuthbert

Sites Visited:

Oakridge and Pine Hills

Persons Interviewed:

Susanna Maisonet (Oakridge) and Toinette Stenson (Pine Hills)

Strengths	Improvement Areas	Observations/Suggestions
1. Tracking of services is maintained through the ChildPlus database, and some family service workers also use hard copy tracking sheets. The department SOP's are available on the S-drive for all staff.	1. As noted in an earlier self-assessment above, it would be useful to have a tracking system that uses ChildPlus to alert each family service worker when follow-up for a service is required. Currently, each worker appears to create his/her own early alert system, but a computerized system would help to eliminate omissions.	

Comments: No comments

Service Area: Management: Facilities, Materials, Equipment and Transportation

Team Members:

Yan Ingram and Avis Anderson

Sites Visited:

Bithol, John Bridges, Maxey, and Taft

Persons Interviewed:

Jarnac Williams (Bithlo), Ana Sepulveda (John Bridges), Marie Dawson (Maxey) and Mercedes Grullon (Taft)

Strengths	Improvement Areas	Observations/Suggestions
1. The work order system for repairs appears to be working well. Repairs are made in a timely and complete way.	1. The communication system between center staff and transportation staff needs to be revisited, to ensure that when children are going to be absent, one group makes the other group aware that this is happening.	1. At the observed sites, the Foster Grandparents appear to be interacting in nurturing and supportive ways with the children.
2. The materials and equipment appear to be in good repair, and	2. The program needs to review its transportation policies, to ensure	

the classrooms are organized in a consistent fashion.	that children who live long distances from a center (e.g., Kissimmee) are not tying up bus routes and necessitating multiple trips for a group of children.	
	3. It may be important to revisit unusual transportation situations which have been put in place during the year to accommodate parents or staff. For example, on a John Bridges run, 14 children got off at a bus stop, and 5 parents waiting for children had cars. It is possible that these families thus could have transported their own children to the center, and did not need HS transportation.	
	4. At a Taft bus run, 22 children were transported but only 10 parents were waiting for the bus.	
	5. The location of the bus runs should be re-visited to ensure maximum safety. Examples include two Taft stops: OBT/Stable and Land Star/Arbor Meadows near Publix. On one run, the bus had to make a left turn into traffic on a busy street that had no stop light to ease the driver's access to the cross street.	
	6. The team found numerous examples of either unclean or unsafe conditions at the four sites. Some were difficult to see without exploring, but nonetheless posed hazards. The team took pictures of each condition, and these will be shared with center managers and others responsible for maintaining a safe and healthy environment.	
	7. Some classrooms had excessive equipment and materials, which created a cluttered appearance and possibly unsafe conditions.	
Comments: The Office of Head Start has placed great emphasis on ensuring that our children are in safe and healthy		

environments. Given the number of conditions identified as needing attention at each site, the program may want to consider a renewed emphasis on systematically and proactively identifying health and safety issue at all sites by both the QA unit and the service area managers.

Service Area: Management: School Readiness

Team Members:

Eileen Orleman, Helen McIntosh, Raquel Santana and Ramona Manning

Sites Visited:

Hal Marston, Orlando Tech, Southwood

Persons Interviewed or Observed:

Yolanda Soto and Nikita Sanchez (Hal Marston); Gladys Arzon and Maureen Roberson (Orlando Tech); Benita Wilson, Monica Melendez, Yira Rodriguez and Danielle Sylvain (Parent) (Southwood)

Strengths	Improvement Areas	Observations/Suggestions
1. The program has identified a school readiness goal for each of the five domains, and has identified expected outcomes and strategies to reach the outcomes for each of the five goals.	1. There is not a consistent strategy and process for providing aggregated child outcomes information to Parent Center Committees, Policy Council and the Board.	
2. The program uses a child assessment tool (Galileo) that has been aligned with the FL Early Learning and Development Standards by the tool's developer.	2. Across the sites, the degree to which the center communicates with the feeder school(s), and with the expectations of receiving principals and kindergarten teachers varies widely.	
3. Parents are informed about the progress of their child on a regular basis.	3. There is no evidence that parents had input into the development of the five school readiness goals.	
Comments: The program has concentrated its school readiness efforts on ensuring that children are ready for school and life success. The next step would be to take a broader view of school readiness, and to consider what other attributes the program needs to have in place besides appropriate children's experiences of high quality. This would include a focus on family outcomes, overall program excellence, staff competence, and community support.		

APPENDIX 5

PROGRAM IMPROVEMENT PLAN

Orange County Head Start Program Improvement Plan 2012

GOAL - To improve the program's capacity to make informed decisions based on the collection and analysis of data			
Strategies	Time Frame	Person(s) Responsible	Progress/Follow-up
<p>Each program area will generate monthly outcome status reports beginning with the baseline assessment information recorded for program services;</p> <p>All aspects of the Head Start program will : (1) understand use of baseline information for children and families to assess the results in learning and the achievement of self-sufficiency ;</p>	September 2012	Sr. Program Managers of all unit	Monthly
<p>(2) Develop a comprehensive monthly/quarterly outcome report from Galileo, ChildPlus</p> <p>(3) Re-develop existent training calendars</p>	September 2012	Sr. Program Managers of all units	Monthly
<p>The Head Start program will develop an annual program plan derived from:</p> <ol style="list-style-type: none"> 1. Data contained in the Community Assessment 2. Data contained in the Self Assessment 3. Results of the Strategic Plan 4. Results of the Program Improvement Plan 5. Aggregated data from all service areas 	September 2012	Sr. Program Managers of all units	Monthly

GOAL – To expand school readiness efforts to ensure that all children and families are ready for school and life success.			
Strategies	Time Frame	Person(s) Responsible	Progress/Follow-up
Align the curriculum with the Florida State Four Year Old Standards.	August 20, 2012	Education/Operations Team	Monthly

Orange County Head Start Program Improvement Plan 2012

GOAL – To expand school readiness efforts to ensure that all children and families are ready for school and life success.			
Strategies	Time Frame	Person(s) Responsible	Progress/Follow-up
Ensure that all teaching staff are trained in the Florida Four Year Old state standards	June 2013	Sr. Program Managers and Field Operations Supervisors	Quarterly
Ensure that all children are provided an individualized wellness plan that promotes healthy development	June 2013	Health/Social Services Unit	Monthly
Develop a parent partnership process that promotes an understanding of each child's progress, provides support, and encourages learning and leadership.	June 2012	All Units	Monthly
Establish a learning community among staff to promote innovation, continuous improvement, and integrated services across education, family services, and health.	June 2012-June 2013	All Units	Monthly
Establish on-going communication with OCPS to exchange information about children and programs and align services across education, family and community partnerships and health.	June 2012-August 2012	All Units	Monthly
Ensure data collection that is analyzed and reviewed regularly to track the progress of families and children to improve the quality of service delivery across components	June 2012-June 2013	All Units	Monthly

Orange County Head Start Program Improvement Plan 2012

GOAL – To expand school readiness efforts to ensure that all children and families are ready for school and life success.

Strategies	Time Frame	Person(s) Responsible	Progress/Follow-up
<p>Ensure that the Parent, Family, and Community Engagement Framework is integrated and implemented through all areas of the program to include:</p> <ol style="list-style-type: none"> 1. Provide children with individualized services 2. Develop relationships with parents and children 3. Link children and families to community services 	August 2012	All Units	Daily

GOAL – To ensure that all children are located within a safe and healthy environment conducive to learning.

Strategies	Time Frame	Person(s) Responsible	Progress/Follow-up
<p>Assessing All Head Start Facilities</p> <ol style="list-style-type: none"> 1. Convening a Facilities Assessment Team 	August 2012	Sr. Program Manager Administration	Monthly
<p>Assess Existing Facilities</p> <ol style="list-style-type: none"> 1. Classrooms 2. Play Areas 3. Parent, Staff, and Administrative Space 	August 2012	Sr. Program Manager Administration	Weekly
<p>Planning for the Future</p> <ol style="list-style-type: none"> 1. Identifying Funding Sources 2. Building and Property Resources 	August 2012-August 2013	Sr. Program Manager Administration	On-going

GOAL – To redevelop the ERSEA system towards internal consistency and simplicity

Strategies	Time Frame	Person(s) Responsible	Progress/Follow-up
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Orange County Head Start Program Improvement Plan 2012

GOAL – To redevelop the ERSEA system towards internal consistency and simplicity			
Strategies	Time Frame	Person(s) Responsible	Progress/Follow-up
Review of the current ERSEA system 1. Process 2. Forms/applications 3. Eligibility requirements 4. Standard Operations Procedures	August 2012	All Units/Sr. Managers	Bi-weekly
Training staff in the new ERSEA system	August 2012	All Units/Sr. Managers	September 30 th , 2012
On-going monitoring visits to ensure implementation of the new ERSEA system is consistent, simple, and accurate	August 2012-August 2013	All Units	Monthly

GOAL – Ensure the implementation of a system of communication that is supportive and provides timely, accurate and useful information to parents, the Policy Council, staff and the general community as well as facilitates a positive climate for children in the classrooms			
Strategies	Time Frame	Person(s) Responsible	Progress/Follow-up
Identify skilled translators for the Creole language 1. Translate materials 2. Distribute materials to relevant classrooms	August 2012-August 2013	All Units	On-going
Fully implement a training program within the entire program 1. Develop a program wide training calendar for staff and parents 2. Identify staff and parents skill levels 3. Monitor implementation of plan	August 2012	Sr. Program Manager Training/All Units	Monthly

APPENDIX 6

STRATEGIC PLAN

**Orange County Family Services
Head Start Division
2012-2013 Strategic Working Plan**

Goal #1: Enhance technology and expertise in all areas of Orange County Head Start

Outcomes	Indicators/Documentation/Frequency of Measurement			
1. Upgrade technology in phases 2. Increase technology training with all staff 3. Improve data management system through advanced technology	Number of computer purchased through PO request- on-going Number of scheduled trainings for staff PO request – Quarterly Number of accurate, efficient, timely reports submitted - Monthly			
Strategies/Activities	Resources	Responsible Person (s)	Timeline	Est. Cost
<ul style="list-style-type: none"> Orange County Head Start will continue ongoing implementation of technological upgrades, training, and/or services needed. 	ISS	Senior Management Team, Fiscal Program Manager, & Program Specialist	Monthly Meeting	\$59,000
<ul style="list-style-type: none"> Orange County Head Start will pursue funding from OHS and other sources to meet technology needs 	Service Providers Contract Specialist	Senior Management Team	June 2012– August 2012	No additional cost Associated
<ul style="list-style-type: none"> Job descriptions will be modified to include specific computer literacy/competency requirements. Staff will be assessed and provided training, as needed, to meet the competency requirements 	Service Areas HR Analyst	Senior Management Team	April 2012 – December 2012	No additional cost associated
<ul style="list-style-type: none"> Technology leases and agreements will be evaluated and modified as needed to meet a consistent standard that is cost effective and meets the needs of the site. 	Service Provider Contract Specialist	Senior Management Team		No additional cost associated

**Orange County Family Services
Head Start Division
2012-2013 Strategic Working Plan**

Goal #2: Ensure funded enrollment opportunities are aligned with those geographical areas, within the grantee's service area, having the highest concentrations of needy and eligible Head Start children and families

Outcomes	Indicators/Documentation/Frequency of Measurement			
<ol style="list-style-type: none"> 1. Families and children recruited to the program will reside in geographical areas within the grantee's services area containing the highest concentrations of needy and eligible families. 2. Establish and implement collaborations with Early Head Start programs to enhance the continuity of services to children and families transiting to Head Start. 	<ol style="list-style-type: none"> 1. Use of the annual Community Assessment/update to identify and designate areas containing the highest concentrations of needy and eligible Head Start families for focused recruitment. 2. Development and implementation of a recruitment plan, including general publicity, attendance at events and other public forums 3. Establish and implement MOUs/transition plans with EHS agencies/programs 4. Increased enrollment in areas of greatest needs 			
Strategies/Activities	Resources	Responsible Person (s)	Timeline	Est. Cost
<ul style="list-style-type: none"> • Orange County Head Start will assess the geographical distribution of current service sites, within the grantee's service area, to ensure that these centers are located neighborhoods that contain the highest concentrations of needy and eligible families. 	Community Assessment Grantees of EHS program	Senior Management	Summer 2012 – December 2012	No additional Cost associated
<ul style="list-style-type: none"> • Develop a recruitment plan that focuses on informing and recruiting children and families from those areas with the highest concentrations of eligible children and families. 	Information on private and public community resources for distribution of materials List of community events PSAs on recruitments activities Identification of personnel and other recruitment resources	Senior Management	Summer 2012 – December 2012	TBD

**Orange County Family Services
Head Start Division
2012-2013 Strategic Working Plan**

• Orient and train staff to implement the recruitment plan.	Recruitment Plan Development of an orientation/training design for recruitment	Senior Management	Summer 2012	TBD
• Implement recruitment plan	Recruitment Plan & Timetable Deployment of staff Monitoring Modify strategies as needed	Senior Management	October 2012 – June 2013	TBD

**Orange County Family Services
Head Start Division
2012-2013 Strategic Working Plan**

Goal #3: Children and families complete the Head Start program prepared and school ready

Outcomes	Indicators/Documentation/Frequency of Measurement			
<ol style="list-style-type: none"> Typically developing four year old Head Start children possess no less than the middle range of age appropriate, requisite competency for the skills, knowledge and development outlined in the child outcome framework domains. Children achieve or exceed school readiness competencies required by the State of Florida (One Set of Standards for Four Year Olds). Families will engage in activities that foster the family and school connection. 	<ol style="list-style-type: none"> Monitor's Review of Observational Notes Monitor's Review of Lessons Plans Monitor's Review of skills attained and recorded in the Galileo Assessment System for the sample group of children. Conduct monitoring observation of sample group of children for evidence skill(s) acquisition/attainment. Monitor compares observation of the skill(s) acquired by the child with recorded information to establish an independent determination of the extent, to which the skill was acquired, and its congruence and consistency with recorded information. Comparison of the aggregate child outcome achievement for the program with national scores. 			
Strategies/Activities	Resources	Responsible Person (s)	Timeline	Est. Cost
<ul style="list-style-type: none"> Update the Education Curriculum Guide to provide teachers with the established list of age appropriate and school readiness skills alignment. 	Head Start staff	Administrative Staff	On-going	See Budget
<ul style="list-style-type: none"> Expand the Galileo assessment tool to monitor school readiness outcomes for each child according to Florida state standards. Program will create opportunities for life success by engaging families in monthly meetings and workshops/trainings. 	Galileo Program Specialist	Sr. Program Managers Operation Staff	August 2012- July 2013	
<ul style="list-style-type: none"> Teachers assess children against the Child Outcome Framework, age appropriate domain skills and the school readiness competencies of the State of Florida. 	Galileo Early Learning Coalition 4-C Child Plus Florida Head Start Association	Operations Staff Senior Management	August – June Annually	No additional Costs
<ul style="list-style-type: none"> Monitor classroom operations for age appropriate group and individual activities aligned with Early Learning Child Outcome Framework and the Florida's 	Early Learning Framework State of Florida Standards Galileo	Education Coordinators Center Supervisors	August 2012 – July 2013	See Budget

**Orange County Family Services
Head Start Division
2012-2013 Strategic Working Plan**

State Standards.				
<ul style="list-style-type: none"> Provide training/technical assistance and supplemental resources to assist teachers in the planning, teaching, assessment, documentation and analysis process of child outcomes. 	Consultants T/TA	Senior Management Staff Area Supervisors	August 2012 – June 2013	See Budget
<ul style="list-style-type: none"> All classroom teachers implement developmentally, age appropriate group and individual learning activities for all children and assess the extent to which skills, knowledge and age appropriate behaviors have been acquired. 	Revised Curriculum Guide Lesson plans Galileo software	Classroom staff	August 2012 – June 2013	No additional costs
<ul style="list-style-type: none"> Education Coordinators and Center Managers conduct regular monitoring to observe and verify skills and knowledge acquired and recorded developmental progress. Actual or potential strategic issues identified related to age appropriate and targeted learning competencies for individual and groups of children. Ongoing, continuous development and implementation of program-wide strategies to improve learning and cognitive/social emotional development. 	Lesson Plans Observational notes Recorded Galileo Assessment data	Education Coordinators Center Directors	October 2012 – May 2013	TBD
<ul style="list-style-type: none"> Establish on-going communication with OCPS to exchange information about children and programs and align services across education, family and community partnerships and health. 	OCPS Early Learning Coalition	All Units	August 2012 – July 2013	

**Orange County Family Services
Head Start Division
2012-2013 Strategic Working Plan**

Goal #4: Implement the Parent, Family, and Community Engagement (PFCE) Framework

Outcomes	Indicators/Documentation/Frequency of Measurement			
Program will create professional development, and leadership opportunities for Policy Council governing future success as leaders, and advocates.	Twice a year PFCE Framework training sessions. Training materials Training Sign-in Purchase Orders related to training Better informed Policy Council and Governing Board			
Strategies/Activities	Resources	Responsible Person (s)	Timeline	Est. Cost
<ul style="list-style-type: none"> Establish a team composed of staff, parents, policy groups, and community partners to review guidelines for the implementation of PFCE framework. 	Budget Head Start Staff Office of Head Start Board of County Commissioners Policy Council Community Partners	All Head Start Units	August 2012	
<ul style="list-style-type: none"> Implement the PFCE's Assessment process to assess program's current practices related to the framework. 	Office of Head Start RIV Grantee Specialists Head Start Staff Board of County Commissioners Policy Council Community Partners	All Head Start Units	August 2012	
<ul style="list-style-type: none"> Define program goals related to the PFCE Framework: <ul style="list-style-type: none"> a) Program foundations b) Program Impact Areas c) Family Engagement Outcomes d) Child Outcomes 	Office of Head Start RIV Grantee Specialists Head Start Staff Board of County Commissioners Policy Council Community Partners	All Head Start Units	August 2012	

**Orange County Family Services
Head Start Division
2012-2013 Strategic Working Plan**

<ul style="list-style-type: none"> Develop strategies to improve program PFCE practices. 	Office of Head Start RIV Grantee Specialists Head Start Staff Board of County Commissioners Policy Council Community Partners	All Head Start Units	August 2012	
<ul style="list-style-type: none"> Review and/or redesign Service Areas' forms to align the family Outcomes with Child Outcomes framework. 	Service Areas Staff	Service Areas Staff	August 2012	
<ul style="list-style-type: none"> Train staff, policy groups, and parents in the implementation of the PFCE Framework. 	Western Kentucky University Region IV Grantee Specialists	All Units	December 2012	
<ul style="list-style-type: none"> Conduct Ongoing monitoring visits to provide technical assistance to staff ensuring implementation of the PFCE framework. 	PFCE Team Head Start Units Staff Policy Council Board of County Commissioners Community Partners	Head Start Management	March 2013 – July 2013	

**Orange County Family Services
Head Start Division
2012-2013 Strategic Working Plan**

Goal #5: Increase the professional development of all staff

Outcomes		Indicators/Documentation/Frequency of Measurement		
1. Professional Development plans are implemented for all staff 2. Establish collaborative partnership with the University of Central Florida Early Childhood Education Program		Number of trainings attended by staff-Training materials – Monthly Number of credentialed staff – Professional Development Plans - Monthly Maintenance of training calendar - Quarterly Written MOU between UCF and Head Start		
Strategies	Resources	Responsible Person (s)	Timeline	Est. Cost
Implementation of a training program for new hires	HR Staff Federal Regulations Head Start Standard Operating Procedures	Senior Management Staff	2012 - 2013	\$52,000

APPENDIX 7

TRAINING PLAN

Region IV Head Start T/TA Plan
Grantee: Orange County Board of County Commissioners
Year: 2012 – 2013
Part 1: Identified T/TA Goals

T/TA Goal 1: To improve the program's capacity to be a data driven, decision making organization.

Expected Outcome		Indicators	Documentation / Frequency of Measurement		
1. OCHS staff will increase their skill levels in the knowledge and operation of the different database systems used by the program (Galileo, Child Plus). 2. OCHS staff will improve their skills levels in the use of software systems (Word, Excel, Power Point). 3. OCHS staff will be proficient in the data driven, analysis, and decision making process.		Senior Management, Program Managers, Service Areas Support Staff, Center Supervisors, Teaching Staff, Transportation Staff, Food Services Staff, Family Services Staff, Administrative Staff will be technological proficient Staff productivity	Training Evaluations and Follow-up visits - Monthly Error-free reports – Monthly Training Budget Purchase Orders Training Sign-in		
T/TA Strategies Events / Activities (include size and scope)	T/TA Resource	Target Audience / HS Management system	Responsible Manager	Timeline	Estimated Cost
1. Identify software and database systems to be used by OCHS for the collection of data. 2. Identify staff's skills level to determine need. 3. Coordinate training courses with local educational institutions. 4. Coordinate trainings with Region IV Grantee Specialists. 5. Perform follow-up visits to observe and evaluate progress and/or additional technical assistance needed.	Vocational Schools (Mid-Florida, Orlando Tech, Winter Park) Other local Universities Region IV Grantee Specialists Training Budget Board of County Commissioners	Senior Management, Program Managers, Service Areas Support Staff, Center Supervisors, Teaching Staff, Transportation Staff, Food Services Staff, Family Services Staff, Administrative Staff HS Systems – Record keeping & Reporting, Fiscal, Human Resources, Ongoing Monitoring	Head Start Senior Management	August 2012 – July 2013	TBD

Region IV Head Start T/TA Plan
Grantee: Orange County Board of County Commissioners

Year: 2012 – 2013

Part 1: Identified T/TA Goals

T/TA Goal 2: To increase the professional development of new and experienced employees.

Expected Outcome		Indicators	Documentation / Frequency of Measurement		
1. Professional Development plans are implemented for all staff.		Senior Management, Program Managers, Service Areas Support Staff, Center Supervisors, Teaching Staff, Transportation Staff, Food Services Staff, Family Services Staff, Administrative Staff job competencies Staff productivity	Program Training Calendar Evaluations – Monthly Follow-up visits - Monthly Job Performance Evaluations – Annually Purchase Orders Training Budget Training Sign-in		
2. Ensure all staff maintains required credentials up-to-date.					
3. Job performance is improved due to the implementation of acquired knowledge.					
T/TA Strategies Events / Activities (include size and scope)	T/TA Resource	Target Audience / HS Management system	Responsible Manager	Timeline	Estimated Cost
1. Establish partnerships with local professional and high education institutions.	HR Staff HS Senior Management Unit's Supervisor Staff Online and Local Colleges / Universities Grantee Specialists, Region IV Professional Trainers Board of County Commissioners	Senior Management, Program Managers, Service Areas Support Staff, Center Supervisors, Teaching Staff, Transportation Staff, Food Services Staff, Family Services Staff, Administrative Staff	Head Start Senior Management	August 2012 – July 2013	TBD
2. Evaluate 289 staff existing professional development plans to ensure required credentials are maintained current.		HS System – Planning, Fiscal, Human Resources, Ongoing			
3. Develop a professional development plan for new employees, including: <ul style="list-style-type: none">• Head Start Performance Standards• Job responsibilities• Mentoring program and practical experience prior					

<p>assuming job functions</p> <ol style="list-style-type: none"> 4. Develop a Staff Training Needs Assessment, in order to identify needs related to job performance requirements. 5. Analyze data to categorize and prioritize need as "Training" or "Technical Assistance". 6. Develop an annual program wide Training Calendar covering all service areas' priority needs. 7. Coordinate and evaluate training sessions. 8. Conduct monitoring visits to evaluate staff's knowledge application. 		Monitoring, Communication			
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Region IV Head Start T/TA Plan
Grantee: Orange County Board of County Commissioners
Year: 2012 – 2013

Part 1: Identified T/TA Goals

T/TA Goal 3: To expand school readiness efforts to ensure that all children and families are ready for school and life success.

Expected Outcome		Indicators	Documentation / Frequency of Measurement		
<ol style="list-style-type: none"> Children achieve or exceed school readiness competencies required by the State of Florida and Head Start. OCHS staff and families engage in learning activities that foster the family and school connection. 		Head Start children are meeting the State of Florida School Readiness Rate Children are achieving the expected gain and established in the Galileo Assessment tool	Parents' Training Calendar – Monthly Parents' Satisfaction Survey – Twice a Year Galileo Child Outcome Report - Monthly		
T/TA Strategies Events / Activities (include size and scope)	T/TA Resource	Target Audience / HS Management system	Responsible Manager	Timeline	Estimated Cost
<ol style="list-style-type: none"> Review and/or design assessment tool to monitor children's school readiness. Compare and analyze the Child Outcome and Family Outcome Frameworks to determine activities for staff, parent, family, and community engagement. Identify staff and parents' training needs related to school readiness and life success. Develop Head Start Staff and Parents' Training Calendar. Coordinate series of workshops, meetings which enables staff and parents implement developmentally child's age appropriate learning activities. Evaluate progress through parents' satisfaction surveys. Conduct monitoring visits to evaluate staff's knowledge application. 	Region IV Grantee Specialists Training Budget Community Partners Board of County Commissioners Policy Council	Senior Management, Head Start Parents, Program Managers, Service Areas Support Staff, Center Supervisors, Teaching Staff, Transportation Staff, Food Services Staff, Family Services Staff, Administrative Staff HS System – Program Governance, Planning, Fiscal, Human Resources, Ongoing Monitoring, Communication	Head Start Senior Management	August 2012 – July 2013	TBD

Region IV Head Start T/TA Plan
Grantee: Orange County Board of County Commissioners
Year: 2012 – 2013
Part 1: Identified T/TA Goals

T/TA Goal 4: To develop and implement the Parent, Family, and Community Engagement (PFCE) Framework.

Expected Outcome		Indicators	Documentation / Frequency of Measurement		
<ol style="list-style-type: none"> 1. Increase number of self-sufficient, advocate, and family leaders. 2. Increase positive parent-child relationships, family well-being. 3. Increase parents as life-long learners and educators. 4. Increase family involvement in child's transition activities. 5. Increase family connection to peers and community. 		Senior Management, Program Managers, Service Areas Support Staff, Center Supervisors, Teaching Staff, Transportation Staff, Food Services Staff, Family Services Staff, Administrative Staff productivity	Training Budget Training Evaluations and Follow-up visits – Monthly Family Partnership Agreement Goals Follow-up – Monthly		
T/TA Strategies Events / Activities (include size and scope)	T/TA Resource	Target Audience / HS Management system	Responsible Manager	Timeline	Estimated Cost
<ol style="list-style-type: none"> 1. Define program goals related to the Parent, Family, and Community Engagement (PFCE) framework. <ul style="list-style-type: none"> • Program Foundations • Program Impact Areas • Family Engagement Outcomes • Child Outcomes 2. Implement the PFCE Self-Assessment tool to assess program's current practices related to the framework. <ul style="list-style-type: none"> • Program Leadership 	Region IV Grantee Specialists Training Budget Community Partners Board of County Commissioners Policy Council	Senior Management, Program Managers, Service Areas Support Staff, Center Supervisors, Teaching Staff, Transportation Staff, Food Services Staff, Family Services Staff, Administrative Staff Policy Council Head Start Parents Community Partners	Senior Program Manager, Health & Social Services All Head Start Units	August 2012 – July 2013	TBD

<ul style="list-style-type: none"> • Professional Development • Continuous Improvement • Program Environment • Teaching and Learning • Family Partnerships • Teaching and Learning • Family Partnerships • Community Partnerships <ol style="list-style-type: none"> 3. Develop strategies to improve program PFCE practices. 4. Review and/or redesign service areas' forms to align with Child Outcomes and Family Outcomes frameworks. 5. Train staff, policy groups, and parents in the implementation of the PFCE framework. 6. Conduct ongoing monitoring visits to provide technical assistance to staff for ensuring implementation of the PFCE framework. 		<p>Board of County Commissioners</p> <p>HS Systems – Program Governance, Planning, Fiscal, Human Resources, Ongoing Monitoring, Record keeping & Reporting, Communication</p>				
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APPENDIX 8

ORANGE COUNTY, FLORIDA

MAP



Head Start Centers Low Income Families by Census Tracts Orange County, Florida

Mayor Teresa Jacobs

Commission Districts

- | | |
|----------------------|---------------------------|
| 1 - S. Scott Boyd | 4 - Jennifer Thompson |
| 2 - Fred Brummer | 5 - Ted Edwards |
| 3 - John M. Martinez | 6 - Tiffany Moore Russell |



DISCLAIMER:

Data is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The burden of determining accuracy, completeness, timeliness, merchantability and fitness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction, and update.

Prepared by Orange County Growth Management Department,
GIS Section VGR-12-389
Printed Date: April 2, 2012

Head Start Centers

Commission Districts Orange County

Zip Codes

Low Income Families
Population Below Poverty Level

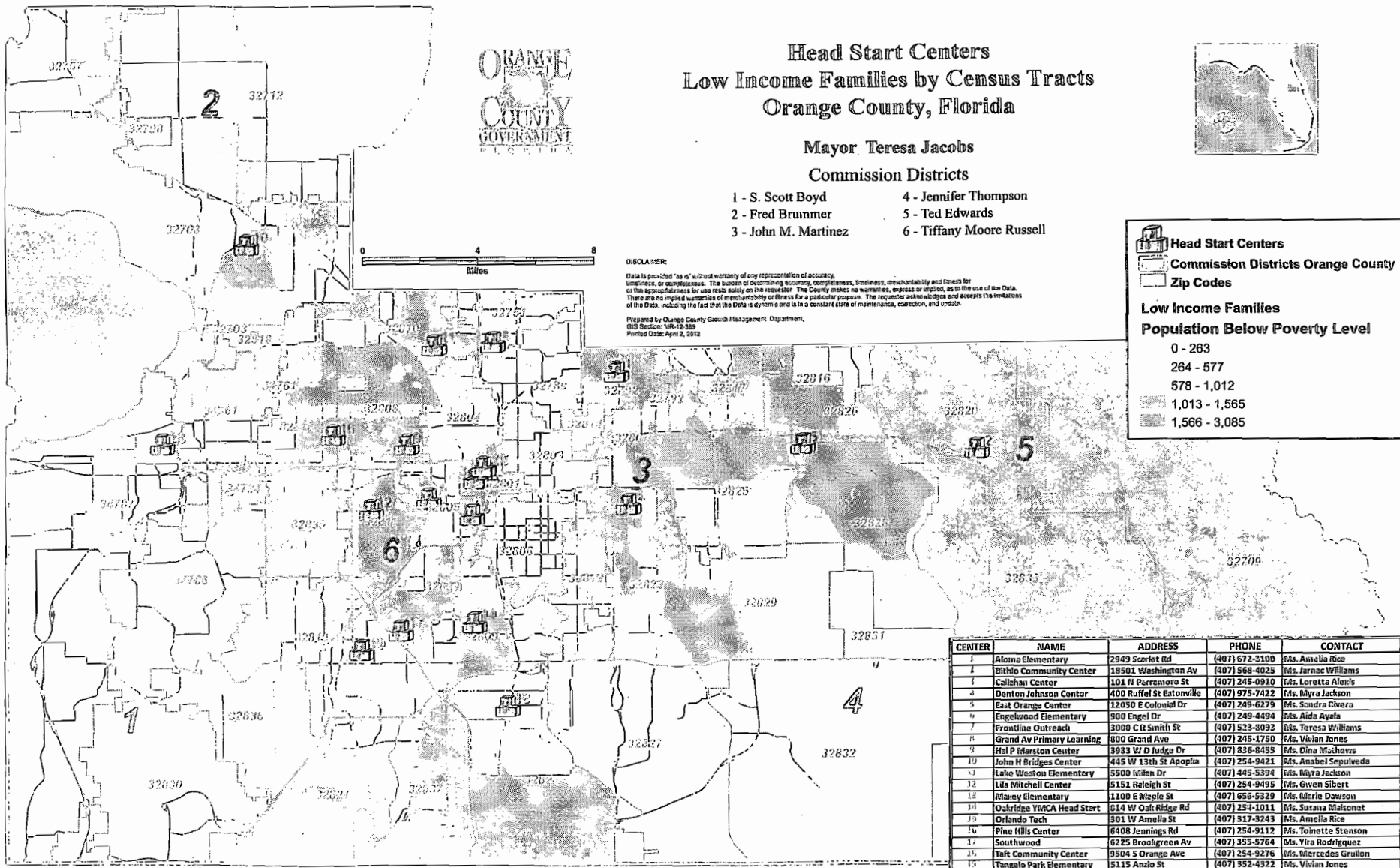
0 - 263

264 - 577

578 - 1,012

1,013 - 1,565

1,566 - 3,085



CENTER	NAME	ADDRESS	PHONE	CONTACT
1	Alamo Elementary	2949 Scarlet Rd	(407) 672-2100	Ms. Amelia Rice
2	Bithlo Community Center	18501 Washington Av	(407) 568-4025	Ms. Jarnae Williams
3	Calhoun Center	101 N Parraquero St	(407) 245-0910	Ms. Loretta Allen
4	Denton Johnson Center	400 Ruffel St Eatonville	(407) 975-7422	Ms. Myra Jackson
5	East Orange Center	12050 E Colonial Dr	(407) 249-6279	Ms. Sandra Rivera
6	Engelwood Elementary	900 Engel Dr	(407) 249-4494	Ms. Aida Ayala
7	Frontline Outreach	3000 C R Smith St	(407) 523-3093	Ms. Teresa Williams
8	Grand Av Primary Learning	800 Grand Ave	(407) 245-1750	Ms. Vivian Jones
9	Hal P Marston Center	3933 W D Judge Dr	(407) 836-8455	Ms. Dina Mothevis
10	John H Bridges Center	445 W 13th St Apopla	(407) 254-9421	Ms. Anabel Sepulveda
11	Lake Weston Elementary	5500 Milen Dr	(407) 445-5394	Ms. Myra Jackson
12	Lila Mitchell Center	5151 Raleigh St	(407) 254-9495	Ms. Gwen Sibert
13	Mavey Elementary	1100 E Maple St	(407) 656-5329	Ms. Mitrie Dawson
14	Oakridge YMCA Head Start	614 W Oak Ridge Rd	(407) 254-1011	Ms. Surana Blaisont
15	Orlando Tech	301 W Amelia St	(407) 317-3243	Ms. Amelia Rice
16	Pine Hills Center	6408 Jennings Rd	(407) 254-9112	Ms. Toinette Stenson
17	Southwood	6225 Brookgreen Av	(407) 355-5764	Ms. Yira Rodriguez
18	Taft Community Center	9504 S Orange Ave	(407) 254-9276	Ms. Mercedes Grullon
19	Tangelo Park Elementary	5115 Anzio St	(407) 352-4322	Ms. Vivian Jones



Interoffice Memo

AGENDA ITEM

June 5, 2012

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

FROM: James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee

SUBJECT: June 26, 2012 – Consent Item
Road Impact Fee Agreement for Chelsea Orlando Development Limited
Partnership Lake Street Extension

The Roadway Agreement Committee has reviewed a Road Impact Fee Agreement ("Agreement") between Chelsea Orlando Development Limited Partnership ("Developer") and Orange County for the construction of the Lake Street Extension. The Agreement contemplates that the Developer will design, permit and construct as an E-project a two-lane section of roadway of approximately 500 feet in length within the County Right-of-Way, from the edge of Developer's property to the intersection of Wildwood Avenue, to extend Lake Street to connect to the existing roadway network. The Lake Street Extension is scheduled to open to vehicular traffic no later than 90 days after the opening of the Developer's Project. Developer is to provide the County with design and construction costs for review prior to beginning any work. Developer shall be eligible to request road impact fee credits for 100% of the actual costs of design, permitting and construction by providing invoices to be reviewed and accepted by the County for the work performed.

The Roadway Network Agreement Committee approved the Road Impact Fee Agreement for Chelsea Orlando Development Limited Partnership on May 16, 2012.

The Specific Project Expenditure Report and Relationship Disclosure Forms are attached and on file with the Transportation Planning Division. If you have any questions, please contact me at 407 836-5313.

ACTION REQUESTED: Approval of Road Impact Fee Agreement Chelsea Orlando Development Limited Partnership Lake Street Extension between Chelsea Orlando Development Limited Partnership and Orange County to provide road impact fee credits for design, permitting and construction of the Lake Street Extension. District 1

Attachments
JEH|HEGB:rep

AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA



I, CHELSEA ORLANDO DEVELOPMENT LIMITED PARTNERSHIP, AS THE CONTRACT PURCHASER OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, SEE ATTACHED EXHIBIT "A", DO HEREBY AUTHORIZE TO ACT AS MY AGENT HAL H. KANTOR, ESQUIRE, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, ROAD IMPACT FEE AGREEMENT AND RELATED APPLICATIONS, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: May 3, 2012

CHELSEA ORLANDO DEVELOPMENT LIMITED PARTNERSHIP, a
Florida limited partnership

By: S/C ORLANDO DEVELOPMENT LLC, a Delaware limited
liability company, its general partner

By: CPG PARTNERS, L.P., a Delaware limited
partnership, its managing member

By: CPG HOLDINGS, LLC, a Delaware limited liability
company, its general partner

By: [Signature]
Print Name: John R. Klein
Title: President

STATE OF NEW JERSEY :
COUNTY OF ESSEX :

I certify that the foregoing instrument was acknowledged before me this 3rd day of May, 2012 by John R. Klein. He is personally known to me and did not take an oath.

Witness my hand and official seal in the county and state stated above on the 3rd day of May, in the year 2012.

(Notary Seal)

[Signature]
Signature of Notary Public
Notary Public for the State of New Jersey

My Commission Expires: Oct 24, 2012

Legal Description(s) or Parcel Identification Number(s) are required:
PARCEL ID #: 23-24-28-5844-00-140 / 23-24-28-7417-00-180
LEGAL DESCRIPTION:
See attached Exhibit "A"

EXHIBIT "A"

Parcel ID No.: 23-24-28-5844-00-140

PROPERTY DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 28 EAST, TOGETHER WITH PORTIONS OF LOTS 14, 15 AND 16, MUNGER'S SUBDIVISION OF SECTION 23, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS RECORDED IN PLAT BOOK E, PAGES 3, 7, 22 AND 23, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE RUN NORTH 00° 01' 08" WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, 702.62 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF VINELAND AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 5536, PAGE 4822 AND 4826, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR A POINT OF BEGINNING; SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTH; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 10° 54' 34", A RADIUS OF 1200.00 FEET, AN ARC LENGTH OF 228.48 FEET, A CHORD BEARING OF NORTH 84° 32' 43" WEST AND A CHORD DISTANCE OF 228.14 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTH; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE BEING A CURVE HAVING A CENTRAL ANGLE OF 9° 32' 47", A RADIUS OF 774.93 FEET, AN ARC LENGTH OF 129.11 FEET, A CHORD BEARING OF SOUTH 85° 13' 37" WEST AND A CHORD DISTANCE OF 128.97 FEET; THENCE RUN NORTH 31° 08' 00" WEST, 105.29 FEET TO THE EASTERLY RIGHT OF WAY LINE OF VINELAND ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 627, PAGE 192, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND DEPICTED ON THE STATE ROAD 400 RIGHT OF WAY MAP, SECTION NO. 75280-2413; THENCE RUN THE FOLLOWING (3) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE; NORTH 38° 29' 28" EAST, 544.09 FEET TO A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 51° 06' 29", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 178.40 FEET, A CHORD BEARING OF NORTH 64° 02' 43" EAST AND A CHORD DISTANCE OF 172.54 FEET TO A POINT OF NON-TANGENCY; THENCE RUN N 00° 24' 04" WEST, 20.00 FEET TO THE SOUTH RIGHT OF WAY OF VINELAND ROAD; THENCE RUN NORTH 88° 18' 44" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 647.68 FEET TO THE NORTHWEST CORNER OF LOT 2, REGENCY VILLAGE, AS RECORDED IN PLAT BOOK 48, PAGE 8 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 01° 41' 16" EAST ALONG THE WEST LINE OF SAID LOT 2, 257.37 FEET TO A NON-TANGENT CURVE CONCAVE TO THE EAST BEING THE WEST LINE OF LOT 2; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15° 22' 51", A RADIUS OF 1198.76 FEET, AN ARC LENGTH OF 321.80 FEET, A CHORD BEARING OF SOUTH 19° 58' 01" WEST AND A CHORD DISTANCE OF 320.84 FEET TO THE NORTHEAST CORNER OF LOT 3 OF SAID REGENCY VILLAGE; THENCE RUN SOUTH 88° 43' 25" WEST ALONG THE NORTH LINE OF SAID LOT 3, 217.61 FEET TO THE NORTHWEST CORNER OF LOT 3; THENCE RUN SOUTH 37° 36' 35" WEST ALONG THE WEST LINE OF LOT 3, 213.53 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID VINELAND AVENUE BEING A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 14° 08' 34", A RADIUS OF 1200.00 FEET, AN ARC LENGTH OF 296.21 FEET, A CHORD BEARING OF NORTH 72° 01' 09" WEST AND A CHORD DISTANCE OF 295.46 FEET TO THE POINT OF BEGINNING.

Less and except:

A portion of MUNGER'S SUBDIVISION lying in Section 23, Township 24 South, Range 25 East, as recorded in Plat Book E, pages 3, 7, 22 and 23, Public Records of Orange County, Florida, described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 23, thence run North 00° 01' 08" West along the west line of said Northwest 1/4 of the Northwest 1/4, 702.62 feet to a point on the North right-of-way line of Vineland Avenue as described in Official Records Book 5536, page 4822 and 4826, Public Records of Orange County, Florida; said point being on a curve concave to the

EXHIBIT "A"

South; thence run northwesterly along said curve having a central angle of $10^{\circ} 54' 34''$, a radius of 1200.00 feet, an arc length of 228.48 feet, a chord bearing of North $84^{\circ} 32' 43''$ West and a chord distance of 228.14 feet to a compound curve concave to the South, thence continuing along said North right-of-way line being a curve having a central angle of $9^{\circ} 32' 47''$, a radius of 774.93 feet, an arc length of 129.11 feet, a chord bearing of South $85^{\circ} 13' 37''$ West and a chord distance of 128.97 feet, thence run North $31^{\circ} 08' 00''$ West, 105.29 feet to the easterly right of way line of Vineland Road as described in Official Records Book 627, page 192, Public Records of Orange County, Florida and depicted on the State Road 400 right of way map, Section No. 75280-2413, thence run the following (2) courses along said easterly right of way line: North $38^{\circ} 29' 28''$ East, 544.09 feet to a curve concave to the southeast; thence run northeasterly along said curve having a central angle of $31^{\circ} 34' 15''$, a radius of 200.00 feet, an arc length of 110.20 feet, a chord bearing of North $54^{\circ} 16' 36''$ East and a chord distance of 108.81 feet to the point of beginning; thence continue along said curve having a central angle of $19^{\circ} 32' 14''$, a radius of 200.00 feet, an arc length of 68.20 feet, a chord bearing of North $79^{\circ} 49' 50''$ East and a chord distance of 67.87 feet to a point of non-tangency, thence run North $00^{\circ} 24' 03''$ West, 20.00 feet to the south right of way of Vineland Road being 30 feet south of and parallel to the North line of the Northwest 1/4 of Section 23, thence run North $88^{\circ} 18' 44''$ East along said south right-of-way line, 647.68 feet; thence run South $01^{\circ} 41' 16''$ East, 30.00 feet to a point on a line 60 feet south of and parallel to the North line of the Northwest 1/4 of Section 23, thence run South $88^{\circ} 18' 44''$ West along said line, 715.25 feet to the point of beginning.

Parcel ID No.: 23-24-28-7417-00-180

PROPERTY DESCRIPTION:

LOT 18, REGENCY VILLAGE REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 52, PAGE 4, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

For Staff Use Only:

Initially submitted on: 5/16/2012

Updated On _____

Project Name (as filed) Road Impact Fee Agreement

Case or Bid No. RAG-12-04-004 Chelsea Orlov

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____

This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): Chelsea Orlando Development, Limited Partnership, a Florida limited partnership, 105 Eisenhower Parkway, Roseland, NJ 07068-1640

Name and Address of Principal's Authorized Agent, if applicable: Hal H. Kantor, P.O. Box 2809, Orlando, FL 32802

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: Kimley-Horn & Associates
Are they registered Lobbyist? Yes ___ or No ___
3660 Maguire Boulevard, Ste. 200
Orlando, FL 32803
2. Name and address of individual or business entity: Hennon Group Architects
Are they registered Lobbyist? Yes ___ or No ___
425 East Statesville Avenue
 Mooresville, NC 28115
3. Name and address of individual or business entity: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Are they registered Lobbyist? Yes ___ or No ___
215 N. Eola Drive
Orlando, FL 32801
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

For Staff Use Only:

Initially submitted on: 5/16/2012

Updated On _____

Project Name (as filed) Road Impact Fee Agreement

Case or Bid No. RAG-12-04-004 Chelisa Man

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contribution or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	\$-0-

For Staff Use Only:

Initially submitted on: 5/16/2012

Updated On _____

Project Name (as filed) Road Impact Fee Agreement

Case or Bid No. RAG-12-04-004

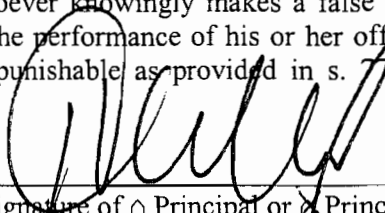
Thelma

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED:

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 75.082 or s. 775.083, Florida Statutes.

Date: 5/15/12

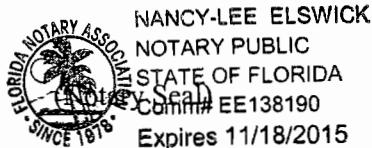

Signature of ☐ Principal or ☒ Principal's Authorized Agent
(check appropriate box)


PRINT NAME AND TITLE: Hal H. Kantor

STATE OF FLORIDA :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 15th day of May, 2012 by Hal H. Kantor. He/~~she~~ is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 15th day of May, in the year 2012.




Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 11/18/2015

Staff signature and date of receipt of form Thelma C. Frounke 5/16/2012
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

For Staff Use Only:

Initially submitted on: 5/16/2012

Updated On _____

Project Name (as filed) Road Impact Re Agreement Chelsea OrlaCase or Bid No. RAG-12-04-004

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE COUNTY IS
THE PRINCIPAL OR PRIMARY APPLICANT

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I**INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS**Name: Chelsea Orlando Development, Limited Partnership, a Florida limited partnershipBusiness Address (Street/P.O. Box, City and Zip Code): 105 Eisenhower Parkway, Roseland, NJ 07068-1640Business Phone (973) 403-6810Facsimile (973) 384-2503**INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:**

Name: _____

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone _____

Facsimile _____

INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:**(Agent Authorization Form also required to be attached)**Name: Hal H. KantorBusiness Address (Street/P.O. Box, City and Zip Code): P.O. Box 2809, Orlando, FL 32802Business Phone (407) 843-4600Facsimile (407) 843-4444

NOTE: If you have questions about this page please contact Charles Hawkins or Dana Crosby of the Orange County Legal Department at 407-836-7320.

For Staff Use Only:

Initially submitted on: 5/16/2012

Updated On _____

Project Name (as filed) Road Impact Fee Agreement Chelsea Cr

Case or Bid No. RAG-12-04-004

Part II

IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

_____ YES X NO

IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?

_____ YES X NO

IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC? (When responding to this question please consider all consultants, attorneys, contractors/subcontractors and any other persons who may have been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with obtaining approval of this item.)

_____ YES X NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

(Use additional sheets of paper if necessary)

NOTE: If you have questions about this page please contact Charles Hawkins or Dana Crosby of the Orange County Legal Department at 407-836-7320.

For Staff Use Only:
Initially submitted on: 5/16/2012
Updated On _____
Project Name (as filed) Road Impact Fee Agreement
Case or Bid No. RAG-12-04-004 Chelsea Orlan

Part III
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED:

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.



Signature of ☐ Owner, ☐ Contract Purchaser
or ☐ Authorized Agent

Date: 5/15/12


STATE OF FLORIDA :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 15th day of May, 2012 by Hal H. Kanter. He/~~she~~ is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 15th day of May, in the year 2012.



NANCY-LEE ELSWICK
NOTARY PUBLIC
STATE OF FLORIDA
My Commission Expires 11/18/2015



Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 11/18/2015

Staff signature and date of receipt of form


Heather E. G. Brownlie 5/16/2012

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

NOTE: If you have questions about this page please contact Charles Hawkins or Dana Crosby of the Orange County Legal Department at 407-836-7320.

Prepared by and after recording return to:
Hal H. Kantor
Lowndes Drosdick Doster Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801

Tax Parcel I.D. No.: 23-24-28-5844-00-140
23-24-28-7417-00-180

ROAD IMPACT FEE AGREEMENT

CHELSEA ORLANDO DEVELOPMENT LIMITED PARTNERSHIP

LAKE STREET EXTENSION

This Road Impact Fee Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Chelsea Orlando Development Limited Partnership ("Developer"), a Florida limited partnership, whose mailing address is 105 Eisenhower Parkway, Roseland, New Jersey 07068, and Orange County, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

WHEREAS, Developer is the contract purchaser of certain real property, identified as Tax Parcel No. 23-24-28-5844-00-140 and Tax Parcel No. 23-24-28-7417-00-180, as shown on the property location map attached hereto and incorporated herein as Exhibit "A" and as more particularly described in the legal description and sketch of description on Composite Exhibit "B", a copy of which is attached hereto and incorporated herein by this reference (the "Property"); and

1 WHEREAS, Developer is developing the Property as a retail development (the
2 “Project”); and

3 WHEREAS, the Property abuts certain right-of-way acquired by the County designated
4 for the future extension of Lake Street.

5 WHEREAS, Developer is designing, permitting, and constructing, as an Orange County
6 E-Project, certain road improvements, consisting of a two lane road section in the
7 aforementioned County right of way, for the portion of Lake Street that abuts the Property in
8 conjunction with development of the Project; and

9 WHEREAS, Developer is willing to design, permit, and construct, as an Orange County
10 E-Project, certain other road improvements, consisting of a two lane road section in the
11 aforementioned County right of way, as generally depicted on the project location map attached
12 hereto and incorporated herein as Exhibit “C”, for the portion of Lake Street from its present
13 terminus westerly to the boundary of the Property, a distance of approximately 500 feet (the
14 “Lake Street Extension”) in return for credits against road impact fees to be paid in the future in
15 connection with the Project or any future expansion thereof; and

16 WHEREAS, the Orange County Engineer has declared the Lake Street Extension to be an
17 impact fee eligible roadway; and

18 WHEREAS, World Choice Investments, LLC as the fee simple owner of the portion of
19 the Property identified by Tax Parcel No. 23-24-28-5844-00-140, and Dixie Shoppes, LLC, as
20 the fee simple owner of the portion of the Property identified by Tax Parcel No. 23-24-28-7417-
21 00-180, join in and consent to this Agreement pursuant to the Joinders attached hereto; and

22 WHEREAS, County and Developer desire to set forth certain terms, conditions, and
23 agreements between the parties as to the construction of the Lake Street Extension.

NOW, THEREFORE, Developer and County (the "Parties") agree as follows:

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

Section 2. Construction of Road Improvements. The Lake Street Extension shall be constructed as an Orange County E-Project. Pursuant to the terms of this Agreement, and except as otherwise provided, Developer shall undertake the preliminary and final design, engineering, permitting, and construction of the Lake Street Extension at the sole initial expense of Developer as follows:

(a) *Design, Engineering, and Permitting.* The Lake Street Extension shall be designed in accordance with local, state, and federal requirements and with generally accepted standards for Orange County. Developer shall hire a qualified engineer (the "Project Engineer") that is reasonably acceptable to County to design and permit the Lake Street Extension. The designing and permitting of such Lake Street Extension shall be subject to reasonable review and approval by County. The costs of the design, engineering, and permitting work shall constitute part of the "Construction Costs" as defined below.

Developer shall be responsible for providing all lands necessary for drainage for the Lake Street Extension. It is contemplated by the Parties that necessary drainage will be provided in the stormwater system proposed for the Project and shall use a portion of the County right of way as generally depicted in the sketch attached hereto and incorporated herein as Exhibit "D" pursuant to a right of way use agreement.

(b) *Permits.* Developer shall cause the Project Engineer to obtain all necessary permits, including but not limited to those permits from applicable Water Management District and Orange County, along with any potential mitigation permits, threatened and endangered

species permits, and environmental resource permits required for the Lake Street Extension. Notwithstanding Developer's obligation to obtain any and all necessary governmental permits and approvals, County agrees to serve as applicant for any such permits where possible and preferable as they relate to the Lake Street Extension, excluding any site work on the Property. Developer shall provide such easements to the County as are necessary for stormwater permitting for the Lake Street Extension. Any additional fees specific to permits for the Lake Street Extension shall constitute part of the "Construction Costs" as defined below.

(c) *Construction.* Developer shall engage a licensed general contractor (the "Contractor") reasonably acceptable to County to construct the Lake Street Extension. County shall have the right in its reasonable discretion to review for approval the construction contract and any other contracts and agreements providing for or related to the construction of the Lake Street Extension. County shall be named as a third-party beneficiary in the construction contract and Developer shall ensure that the Contractor provides (i) a 1-year warranty surety and (ii) payment and performance sureties with County named as an obligee thereon as described further in sub-section (f) below.

(d) *Construction Costs.* For the purposes of this Agreement, the term "Construction Costs" shall mean and refer to the actual and reasonable incurred costs of constructing the Lake Street Extension as per the County-approved plans. All costs related to planning, design, engineering, permitting, surveying, testing, inspection, drainage facilities, change orders (per sub-section (h) below), and County required payment and performance sureties (per sub-section (f) below), shall also be included in the Construction Costs.

A schedule of values enumerating the Construction Costs, including the design, permitting, and construction (the "Construction Cost Estimate"), shall be submitted to County for

1 review and approval prior to initiation of design or construction, as applicable. Such approval
2 shall not be unreasonably withheld.

3 (e) *Construction Progress.* On a monthly basis, the Project Engineer shall certify to
4 the Parties the Contractor's progress with respect to the construction of the Lake Street
5 Extension, specifically showing a percentage of completion of each item listed in the approved
6 schedule of values for the Lake Street Extension and providing invoices and copies of lien
7 releases for the prior month. The certification shall include a statement that the completed
8 portion of the work is consistent with the approved plans, approvals, and permits. Additionally,
9 County may inspect the progress of the Lake Street Extension in accordance with its standard
10 inspection process for County road projects. Upon satisfactory completion of construction of the
11 Lake Street Extension, and upon acceptance of the Lake Street Extension by County, County
12 shall issue a Certificate of Completion for the Lake Street Extension. A final inspection/walk
13 through shall occur prior to the expiration of the one (1) year warranty period. Upon inspection
14 and County's final approval of the Lake Street Extension after the one (1) year warranty walk
15 through, the Lake Street Extension shall be accepted for maintenance by the County.

16 (f) *Payment, Performance, and Warranty Sureties.* Developer will cause the
17 Contractor to provide for the Lake Street Extension both a payment surety and a performance
18 surety (with County being named as an additional obligee) subject to reasonable approval by
19 County. In addition, Developer will further provide to County a one (1) year maintenance surety
20 as reasonably requested by County, in the form of a Letter of Credit or Cash Escrow, as
21 delineated in the County Code. Such surety shall be retired upon final acceptance for
22 maintenance of the Lake Street Extension by the County.

1 (g) *Construction Schedule.* Developer shall open the Lake Street Extension to
2 vehicular traffic no later than 90 days after the opening of the Project to the public.

3 (h) *Change Orders.* In the event the Contractor submits change orders to Developer,
4 the amount of such change orders shall be included as Construction Costs, and, if eligible, impact
5 fee credits applied as provided below. Such change orders shall be reviewed and either approved
6 or rejected by County staff. Change orders in the aggregate amount of which exceeds ten
7 percent (10%) of the Construction Costs Estimate shall be subject to approval of the Board of
8 County Commissioners. Notification of all County change order approvals or rejections shall be
9 delivered to Developer in writing. Additionally, change orders requested by County shall be
10 reimbursed by County through credit to Developer's Credits Account, defined below, in
11 accordance with Chapter 23-95, Orange County Code.

12 ***Section 3. County's Cooperation.*** To facilitate completion of the Road Improvement
13 Project, County agrees to use its reasonable efforts to conduct County inspection and approval
14 processes in a timely manner in order to accommodate the earliest possible Completion Date.

15 ***Section 4. Insurance.*** Developer shall cause its contractor to procure and maintain
16 throughout the construction of the Lake Street Extension insurance with limits and terms as
17 specified below.

18 (i) Workers' compensation insurance with statutory workers' compensation limits
19 and no less than \$100,000 limit for Employers' Liability with a waiver of
20 subrogation in favor of the County, its consultants, agents, employees and
21 officials.

22 (ii) Commercial general liability insurance for all operations including but not limited
23 to contractual, products and completed operations and personal injury with limits

of not less than \$1,000,000 per occurrence and an aggregate limit of at least twice the per occurrence limit.

(iii) Business automobile liability insurance for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 per occurrence.

Developer shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to the County evidence of such insurance prior to commencement of construction. The County shall be listed as an additional insured on all insurance policies required herein, except workers' compensation. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the County. The County shall be notified within five (5) days of any material change, cancellation, or non-renewal of any policy required herein.

Developer or its contractor shall procure payment, performance, and warranty sureties in the amount of the costs of constructing the Lake Street Extension as per the County-approved plans. The County shall be named as a dual-obligee on all payment and performance sureties. Warranty sureties shall be assigned to the County upon completion of the project.

Section 5. Indemnification. The Developer shall cause their contractors to defend, 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 construction activities, provided that any such liability, claim, damage, loss, cost, or expense:

(i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom; and

(ii) is caused in whole or in part by any act or omission of the Developer's contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of the extent caused by a party indemnified hereunder.

Provided however, if this Agreement is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the contractors to defend, indemnify or hold harmless the County, its officers and employees shall be limited to an obligation to indemnify, and hold harmless to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the construction activities.

The indemnification provisions contained herein shall survive the termination of this Agreement.

Section 6. Road Impact Fee Credits. Developer shall be entitled to transportation impact fee credits from the County for 100% of the applicable approved Construction Costs. Upon issuance by the County of a Certificate of Completion for the Lake Street Extension, County shall credit its books to the account of Developer, for purposes of Article IV of Chapter 23 of the Orange County Code (or any successor code provision) (the "Impact Fee Ordinance") road impact fee credits in the amount of 100% of the applicable approved Construction Costs to which Developer is entitled under the Impact Fee Ordinance. Notwithstanding the foregoing, if County has not issued a Certificate of Completion, then Developer shall be entitled to transportation impact fee credits in the amount of 100% of the applicable Construction Costs, which credits may be utilized to satisfy impact fees that become payable in connection with Project, so long as Developer (i) has commenced and is proceeding diligently with construction

1 of the Lake Street Extension and (ii) posts a performance surety in the form of a letter of credit or
2 cash escrow for the cost to complete construction of the Lake Street Extension in an amount
3 reasonably acceptable to County. Such surety shall be retired upon County's issuance of a
4 Certificate of Completion for the Lake Street Extension. Notwithstanding anything contained
5 herein to the contrary, the cost of such surety shall be borne by Developer and shall not be
6 included in the Construction Costs.

7 Such road impact fee credits are fully transferable in accordance with the Impact Fee
8 Ordinance and may be used anywhere in road impact Zone No. 3. Thereafter, as impact fees
9 become payable from time to time in connection with Project, and if so instructed by Developer,
10 County shall deduct such amounts payable from Developer's Credit Account.

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

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

17 **Section 7. Utilities.** This agreement does not address utility requirements.
18 Developer shall coordinate with the Orange County Utilities Director, or their designee, with
19 respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer
20 mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

21 **Section 8. Notice.** Any notice delivered with respect to this Agreement shall be in
22 writing and shall be deemed to be delivered (whether or not actually received) (i) when hand
23 delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United

States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Developer: Chelsea Orlando Development Limited Partnership
105 Eisenhower Parkway
Roseland, New Jersey 07068
Attention: Danielle De Vita, Esq.

With a copy to: Lowndes Drosdick, Doster Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
Attention: Hal H. Kantor, Esq.

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

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

Section 9. Covenants Running with the Land. This Agreement shall run with the

Property and shall be binding upon and shall inure to the benefit and detriment of the heirs, legal representatives, successors, and assigns of Developer and any person, firm, corporation, or other entity that may become the successor in interest to the Property but, however, the authority under Section 6 to instruct County to make deductions from Developer's road impact fee account shall remain with Developer unless expressly assigned in writing to another by Developer. Notwithstanding the foregoing, the Parties agree that all obligations of this Agreement are contingent on Developer obtaining fee simple title to the Property and completing the Project pursuant to a development plan acceptable to Developer and approved by County. If Developer

1 fails to close on the fee simple title to the Property or the Developer does not complete the
2 Project pursuant to a development plan acceptable to Developer and approved by County, then in
3 such event, Developer shall be relieved of all obligations under this Agreement. In the event
4 Developer does not obtain fee simple title to the Property, World Choice Investments, LLC and
5 Dixie Shoppes, LLC shall not be deemed to assume any obligation or acquire any rights of
6 Developer under the Agreement.

7 **Section 10. Recordation of Agreement.** An executed original of this Agreement shall
8 be recorded, at Developer's expense, in the Public Records of Orange County, Florida within
9 thirty (30) days of the Effective Date.

10 **Section 11. Applicable Law.** This Agreement and the provisions contained herein
11 shall be construed, controlled, and interpreted according to the laws of the State of Florida.

12 **Section 12. Time is of the Essence.** Time is hereby declared of the essence to the
13 lawful performance of the duties and obligations contained in this Agreement.

14 **Section 13. Further Documentation.** The Parties agree that at any time following a
15 request therefor by the other party, each shall execute and deliver to the other party such further
16 documents and instruments reasonably necessary to confirm and/or effectuate the obligations of
17 either party hereunder and the consummation of the transactions contemplated hereby.

18 **Section 14. Limitation of Remedies.** County and Developer expressly agree that the
19 consideration, in part, for each of them entering into this Agreement is the willingness of the
20 other to limit the remedies for all actions arising out of or in connection with this Agreement.

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

23 (i) action for specific performance or injunction; or

- 1 (ii) the right to set off, against the amounts of impact fees to be credited in favor of
2 Developer under this Agreement, (A) any amounts due to County from Developer
3 under this Agreement but remaining unpaid and (B) the cost to County of
4 performing any action or actions required to be done under this Agreement by
5 Developer, but which Developer has failed or refused to do when required; or
6 (iii) the withholding of development permits and other approvals or permits in
7 connection with the Project and/or the Property; or
8 (iv) any combination of the foregoing.

9 In addition to the foregoing, nothing in this Agreement prohibits or estops County from
10 exercising its power of eminent domain with respect to the Property as County may lawfully
11 elect.

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

- 15 (i) action for specific performance; or
16 (ii) action for injunction; or
17 (iii) action for declaratory judgment regarding the rights and obligations of Developer;
18 or
19 (iv) any combination of the foregoing.

20 Both parties expressly waive their respective rights to sue for damages of any type for breach of,
21 or default under, this Agreement by the other. Both parties expressly agree that each party shall
22 bear the cost of its own attorney fees for any action arising out of or in connection with this

Agreement. Venue for any actions initiated under or in connection with this Agreement shall be
in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

[Signature Pages to Follow]

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

3 ORANGE COUNTY, FLORIDA
4 By: Board of County Commissioners

5
6 By: _____
7 Teresa Jacobs,
8 Orange County Mayor

9 Date: _____

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

12
13 By: _____
14 Deputy Clerk

CHELSEA ORLANDO DEVELOPMENT
LIMITED PARTNERSHIP, a Florida limited
partnership

By: S/C ORLANDO DEVELOPMENT LLC, a
Delaware limited liability company, its general
partner

By: CPG PARTNERS, L.P., a Delaware limited
partnership, its managing member

By: CPG HOLDINGS, LLC, a Delaware limited
liability company, its general partner

By: [Signature]
Print Name: Mark J. Silvestri
Title: Vice President
Date: May 31, 2012

WITNESSES:

[Signature]
Print Name: Darrel Grig
[Signature]
Print Name: Amy Porras

STATE OF NEW JERSEY
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me by Mark J. Silvestri
of CPG Holdings, LLC, who is known by me to be the person described herein and who
executed the foregoing, this 31st day of May, 2012. He is personally known to me or
has produced _____ as identification and ~~did~~ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this
31st day of May, 2012.

Lori K. Lakhan
Notary Public
Print Name: Lori K. Lakhan
My Commission Expires: 8/9/15



Lori K. Lakhan
NOTARY PUBLIC
State of New Jersey
My Commission Expires
August 9, 2015

JOINDER

The undersigned, as fee simple owners and contract seller of a portion of the Property (Tax Parcel No. 23-24-28-5844-00-140), hereby joins in and consents to this Agreement and recording of the same against the Property. However, in the event Developer does not acquire the Property, the undersigned shall not be deemed to assume any obligations of Developer or acquire any rights of Developer under this Agreement.

WORLD CHOICE INVESTMENTS, LLC, a
Tennessee limited liability company

By: [Signature]
Print Name: James Rule
Title: President
Date: 05.30.12

WITNESSES:

[Signature]
Print Name: Ray J. H.

[Signature]
Print Name: FRANCE PARISH

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by James Rule, President of World Choice Investments, who is known by me to be the person described herein and who executed the foregoing, this 31 day of May, 2012. S/he is personally known to me or has produced drivers license as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of May, 2012.

[Signature]
Notary Public
Print Name: Tracie West
My Commission Expires: 9-25-13



JOINDER

The undersigned, as fee simple owner and contract seller of a portion of the Property (Tax Parcel No. 23-24-28-7417-00-180), hereby joins in and consents to this Agreement and recording of the same against the Property. However, in the event Developer does not acquire the Property, the undersigned shall not be deemed to assume any obligations of Developer or acquire any rights of Developer under this Agreement.

DIXIE SHOPPES, LLC, a Florida limited liability company

By: Charles Whitton
Print Name: Charles Whitton
Title: Member
Date: 5-31-12

WITNESSES:

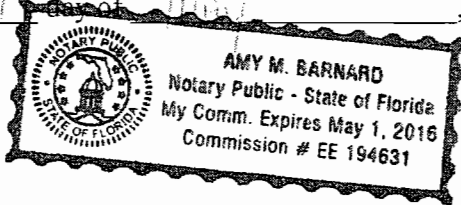
Amy Barnard
Print Name: Amy Barnard

Welfy Boto
Print Name: Welfy Boto

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Charles Whitton, Member of DIXIE SHOPPES, LLC, who is known by me to be the person described herein and who executed the foregoing, this 31 day of May, 2012. She is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of May, 2012.

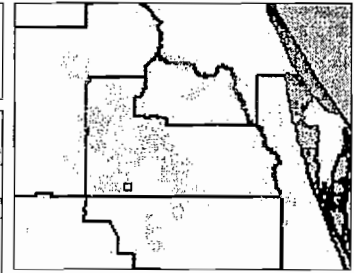


Amy Barnard
Notary Public
Print Name: Amy Barnard
My Commission Expires: 5/1/2016

EXHIBIT “A”

Property Location Map

Property Location Map



Legend

- ☐ Parcels
- Limited Access Roads
 - Tolled Facility
 - I-4
- Major Streets
- Streets (1 - 32,000)
- Major Water Bodies
- Water Bodies
- Cities
 - Apopka
 - Bay Lake
 - Belle Isle
 - Eatonville
 - Edgewood
 - Lake Buena Vista
 - Maitland
 - Oakland
 - Ocoee
 - Orlando
 - Windermere
 - Winter Garden
 - Winter Park
- Florida Counties
 - ☐ <all other values>
 - ORANGE
 - Coastal Waters
 - ☐ County Boundary

1:6,943



Notes

Enter Map Description



0.2 0 0.11 0.2 Miles

30-May-2012

© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

COMPOSITE EXHIBIT “B”

Legal Description and Sketch of Legal Description

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 28 EAST, TOGETHER WITH PORTIONS OF LOTS 14, 15 AND 16, MUNGER'S SUBDIVISION OF SECTION 23, TOWNSHIP 24 SOUTH, RANGE 28 EAST AND PORTIONS OF SECTION 23, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS RECORDED IN PLAT BOOK E, PAGE 22, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE RUN N00°01'08"W ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 22, 2055.24 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF VINELAND AVENUE PER OFFICIAL RECORDS 5536 PAGE 4822 FOR A POINT OF BEGINNING; SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTH; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 10°54'34", A RADIUS OF 1200.00 FEET, AN ARC LENGTH OF 228.48 FEET, A CHORD BEARING OF N84°32'43"W AND A CHORD DISTANCE OF 228.14 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTH; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE BEING A CURVE HAVING A CENTRAL ANGLE OF 9°32'47", A RADIUS OF 774.93 FEET, AN ARC LENGTH OF 129.11 FEET, A CHORD BEARING OF S85°13'37"W AND A CHORD DISTANCE OF 128.97 FEET; THENCE RUN N31°08'00"W, 105.29 FEET TO THE EASTERLY RIGHT OF WAY LINE OF VINELAND ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 627, PAGE 192, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND DEPICTED ON THE STATE ROAD 400 RIGHT OF WAY MAP, SECTION NO. 75280-2413; THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE; N38°29'28"E, 544.09 FEET TO A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 31°34'16", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 110.20 FEET, A CHORD BEARING OF N54°16'36"E AND A CHORD DISTANCE OF 108.81 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 8038 PAGE 4457; THENCE RUN N88°18'44"E ALONG SAID SOUTH LINE, 715.25 FEET TO THE WEST LINE OF LOT 2, REGENCY VILLAGE, AS RECORDED IN PLAT BOOK 48, PAGE 86 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S01°41'16"E ALONG THE WEST LINE OF LOT 2, 227.37 FEET TO A NON-TANGENT CURVE CONCAVE TO THE EAST BEING THE WEST LINE OF LOT 2; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15°22'51", A RADIUS OF 1198.76 FEET, AN ARC LENGTH OF 320.84 FEET, A CHORD BEARING S19°58'01"W AND A CHORD DISTANCE OF 320.84 FEET, TO THE NORTHEAST CORNER OF LOT 3 OF SAID REGENCY VILLAGE; THENCE RUN S31°41'12"E, 100.62 FEET TO THE NORTH RIGHT OF WAY LINE OF REGENCY VILLAGE DRIVE SAID RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE SOUTH EAST; THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND CURVE HAVING A CENTRAL ANGLE 20°36'13", A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 215.76 FEET, A CHORD BEARING S48°00'41"W AND A CHORD DISTANCE OF 214.60 FEET; THENCE RUN S37°42'35"W, 75.33 FEET TO THE NORTH RIGHT OF WAY LINE OF VINELAND AVENUE SAID RIGHT OF WAY LINE BEING A CURVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND CURVE HAVING A CENTRAL ANGLE OF 10°49'53", A RADIUS OF 1200.00 FEET, AN ARC LENGTH OF 226.85 FEET, A CHORD BEARING OF N59°31'56"W AND A CHORD DISTANCE OF 226.51 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE CONTINUE ALONG RIGHT OF WAY LINE AND SAID CURVE HAVING A CENTRAL ANGLE OF 14°08'34", A RADIUS OF 1200.00 FEET, AN ARC LENGTH OF 296.21 FEET, A CHORD BEARING OF N72°01'09"W AND A CHORD DISTANCE OF 295.46 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 612,689.19 SQUARE FEET AND 14.07 MORE OR LESS

SHEET 1 OF 3

I CERTIFY THAT THIS SKETCH MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 54-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO FLORIDA STATUTE 472.027

BY:

ROBERT D.M. SEARS P.S.M.

FLORIDA REGISTRATION No. 4263

SKETCH OF DESCRIPTION

JOB No. 95055.162
DRAWN BY: T. SEARS
FILE NAME: 95055-OP0
FIELD BY: N/A
FIELD BOOK: N/A
PAGE: N/A
FIELD DATE: N/A
DRAWING DATE: 1/29/12



**SEARS
SURVEYING
COMPANY**

1160 Solana Avenue
Winter Park, Florida 32789 (407) 645-1332
Florida Licensed Business No. 5736

SKETCH OF DESCRIPTION

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C6	228.48'	1200.00'	10°54'34"	N84°32'43"W	228.14'
C7	129.11'	774.93'	9°32'47"	S85°13'37"W	128.97'
C8	110.20'	200.00'	31°34'16"	N54°16'36"E	108.81'
C9	320.84'	1198.76'	15°22'51"	S19°58'01"W	320.84'
C10	215.76'	600.00'	20°36'13"	S48°00'41"W	214.60'
C11	226.85'	1200.00'	10°49'53"	N59°31'56"W	226.51'
C12	296.21'	1200.00'	14°08'34"	N72°01'09"W	295.46'

Line Table		
Line #	Length	Direction
L8	105.29'	N31°08'00"W
L9	544.09'	N38°29'28"E
L10	715.25'	N88°18'44"E
L11	227.37'	S01°41'16"E
L12	100.62'	S31°41'12"E
L13	75.33'	S37°42'35"W

Surveyors Notes:

1. Survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. Bearings shown hereon are based on the East line of the Northeast 1/4 of Section 22 as being N00°01'08"W (assumed).
3. This is not a boundary survey.
4. All lines are radial unless otherwise noted.

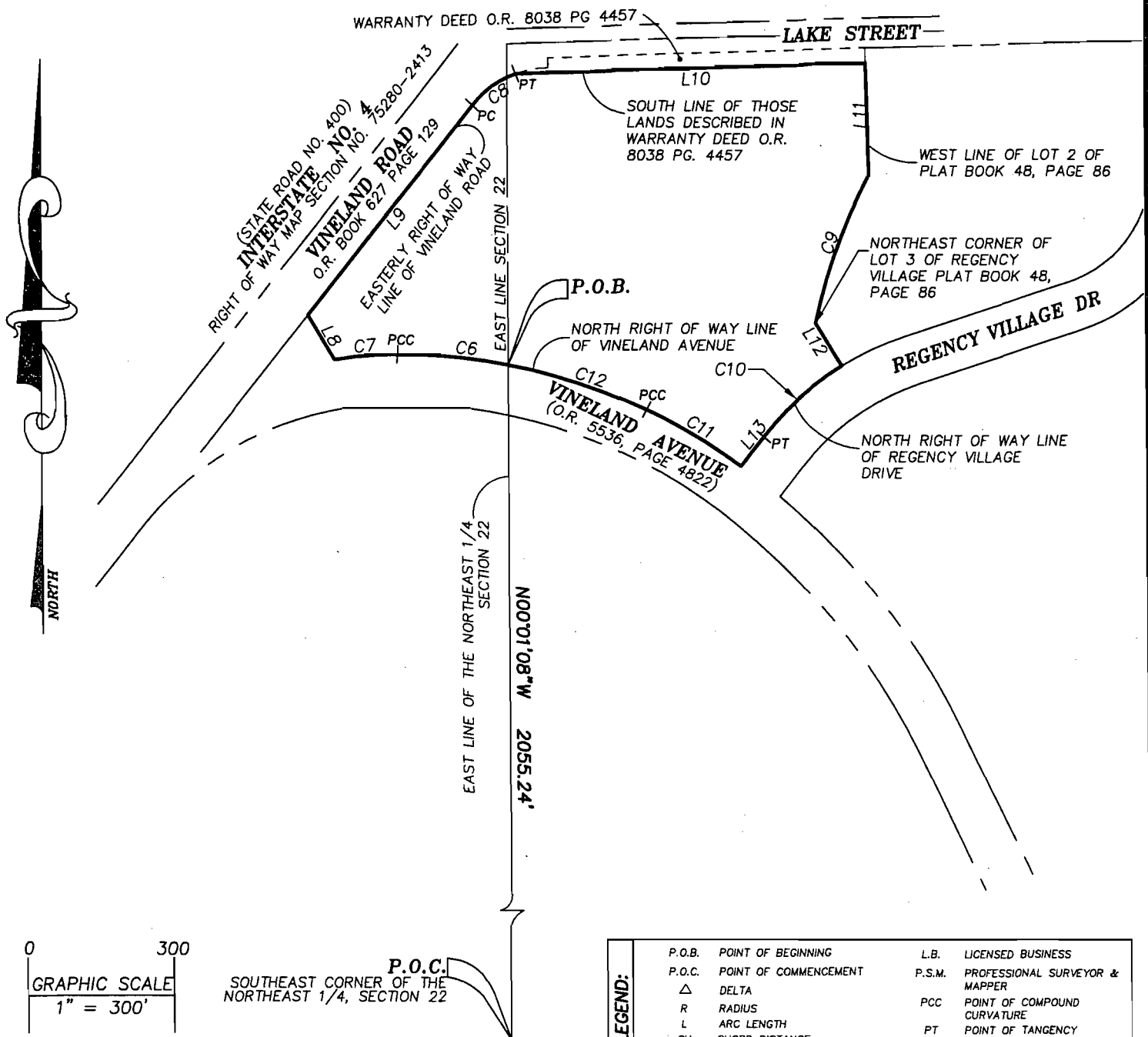
SHEET 2 OF 3



**SEARS
SURVEYING
COMPANY**

1160 Solana Avenue
Winter Park, Florida 32789 (407) 645-1332
Florida Licensed Business No. 5736

SKETCH OF DESCRIPTION



LEGEND:	P.O.B.	POINT OF BEGINNING	L.B.	LICENSED BUSINESS
	P.O.C.	POINT OF COMMENCEMENT	P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
	Δ	DELTA	PCC	POINT OF COMPOUND CURVATURE
	R	RADIUS	PT	POINT OF TANGENCY
	L	ARC LENGTH	PC	POINT OF CURVATURE
	CH	CHORD DISTANCE		DENOTES CHANGE IN DIRECTION
	CB	CHORD BEARING		
	OR	OFFICIAL RECORDS		

SHEET 3 OF 3



**SEARS
SURVEYING
COMPANY**

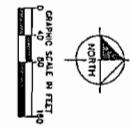
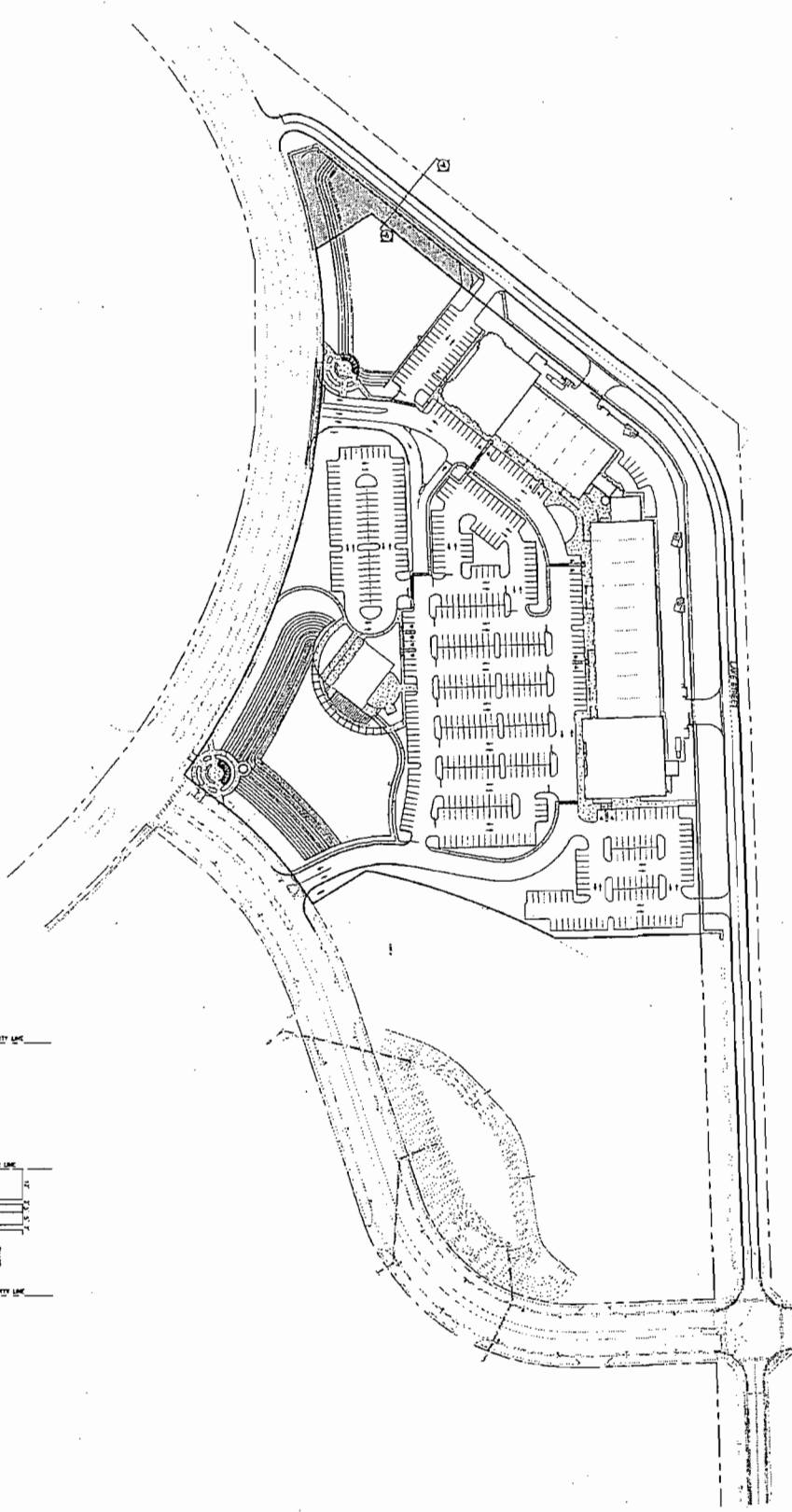
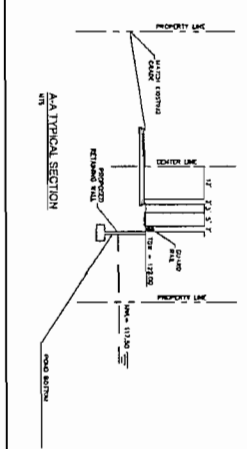
1160 Solana Avenue
Winter Park, Florida 32789 (407) 645-1332
Florida Licensed Business No. 5736

EXHIBIT “C”

Project Location Map

EXHIBIT “D”

Sketch of Stormwater Map




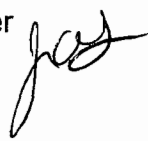
SHEET NUMBER EX-1	ORLANDO PREMIUM OUTLETS PHASE III	LAKE STREET	AREA PROJECT DATE SCALE AS SHOWN DESIGNED BY DRAWN BY CHECKED BY	LICENSED PROFESSIONAL DATE SCALE AS SHOWN DESIGNED BY DRAWN BY CHECKED BY	Kimley-Horn and Associates, Inc. 2012 KIMLEY-HORN AND ASSOCIATES, INC. 3600 MAGNIFIC BULLEVD., SUITE 200, ORLANDO, FL 32833 PHONE: 407-884-1331 FAX: 407-884-1331 WWW.KIMLEY-HORN.COM CA 0020048	NO. REVISIONS DATE BY
			ORANGE COUNTY FLORIDA	NO. REVISIONS DATE BY		



May 31, 2012

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

THRU: George A. Ralls, M. D., Director 
Health Services Department

FROM: Jan C. Garavaglia, M. D., Manager 
Medical Examiner's Office
836-9472

SUBJECT: FY 2011 Paul Coverdell NFSIA Grant #2011-CD-BX-00026 –
Consultation Fees for Database Design for the Medical
Examiner's Office
Consent Agenda – June 26, 2012

We have been informed by the Florida Department of Law Enforcement (FDLE), Medical Examiners Commission, that our grant application for the "2011 Paul Coverdell Forensic Science Improvement Grant" has been approved by the National Institute of Justice (NIJ) in the amount of \$7,000.

The grant was awarded to pay for consultation fees for improved database design. Because the medical examiner's work is always evolving and changing, the database needs to have the flexibility to add or update any of the fields of data captured. This will benefit outside public and government agencies to utilize data gathered by the Medical Examiner's Office.

We are requesting approval of the grant award and approval for the Mayor, or her designee, to authorize all future grant modifications for monetary or non-monetary changes.

ACTION REQUESTED: Approval to accept the 2011 Paul Coverdell Forensic Science Improvement Grant in the amount of \$7,000 from the Florida Department of Law Enforcement/National Institute of Justice (NIJ) for the purchase of consultation fees for database design for the grant period February 1, 2012 through March 31, 2013, and approval for the Mayor, or her designee, to sign future amendments to this Agreement. No county match is required. **(Medical Examiner)**

JCG:sb
Attachments

c: Linda Weinberg, Deputy County Administrator



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Medical Examiners Commission
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-8600
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

May 1, 2012

MEMORANDUM

TO: Jan C. Garavaglia, M.D.
District Nine Interim Medical Examiner

FROM: Margaret A. Edwards, Staff Director
Medical Examiners Commission

SUBJECT: 2011 Paul Coverdell Grant Award Notification

I am pleased to inform you that your grant application for the "2011 Paul Coverdell Forensic Sciences Improvement Grant" has been approved by the National Institute of Justice (NIJ) in the amount of \$7000.00, and you may begin using these funds immediately.

Attached you will find a copy of your reimbursement form. Reimbursement requests for this grant may be submitted on a monthly or quarterly basis. The grant requires a copy of the invoice and check used for payment to be included with the reimbursement form. If there is a problem with obtaining a copy of the check, please provide a copy of the zero-balance invoice and a note that you were not able to obtain a copy of the check. Please return the reimbursement forms and supporting documentation to me, either via email or USPS at FDLE, PO Box 1489, Tallahassee, FL 32302.

The grant period for this award is February 1, 2012 through September 30, 2012. If you anticipate not being able to complete your purchases prior to the end of September 2011, please let me know as soon as possible so that an extension can be requested. Please note that we will be requesting an extension until March 31, 2013, and we will let you know if the extension is approved.

If you have any questions pertaining to this award, please contact Doug Culbertson at (850) 410-8609.

MAE/dc

Expenditure List
District Nine Medical Examiner Office

Category: Consultation/Contracts

The District Nine Medical Examiner's Office requests funds for consultant fees to design an improved medical examiner database which will capture all the data fields required for their specific work environment and provide the capability of reporting on any of those fields. Because a medical examiner's work is always evolving and changing, the database needs to have the flexibility to add or update any of the fields of data captured. This will benefit outside public and government agencies to utilize data gathered by the medical examiner's office.

Quantity	Item	Cost
40 Hours	Programming New Medical Examiner Database @ \$175/Hr	\$7,000.00

Total Award Amount: \$7,000.00

Reimbursement Request

Department of Law Enforcement
Investigation and Forensics Program Area
Lab Services

SUMMARY STATEMENT OF TOTAL PROJECT COSTS

Subgrantee:	Fiscal Contact:
FEID #	Telephone:
Address:	
Claim Period:	Claim Number:
Category:	Cost:
PERSONNEL	
FRINGE	
TRAVEL	
EQUIPMENT	
SUPPLIES	
CONSULTANTS/CONTRACTS	
OTHER	
TOTAL REIMBURSEMENT REQUESTED	

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Local Project Director

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement and are approved for reimbursement.

Michelle Pyle, Policy and Planning Administrator

DETAIL OF CONSULTANTS/CONTRACTS


Subgrantee:				0	Claim Number:	0
Vendor	Description of Services Provided	Date Paid	Check Number	Amount		
Page Total						

Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS DEPARTMENT
1

June 11, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

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

CONTACT: Deodat Budhu, P. E., Manager,
Roads & Drainage Division

PHONE: (407) 836-7919

SUBJ: **Renewal of Term Contract #Y11-1039-J2 – Hot-In-Place Asphalt Recycling**

On August 23, 2011, the Board of County Commissioners approved award of Contract Y11-1039-J2, Hot-In-Place Asphalt Recycling to Cutler Repaving, Inc. with the stipulation that staff conduct a market analysis to justify the reasonableness of cost before exercise of the option to extend the contract for the follow-on year.

The market analysis determined that there are two contractors within the state of Florida providing this service amongst a number of jurisdictions, Cutler Repaving, Inc. and HIP, Inc. Although both Cutler Repaving, Inc. and HIP, Inc. provide hot-in-place asphalt recycling, the type of equipment used and number of steps to achieve the end results may differ.

When this project was initially solicited, the bid of Cutler Repaving, Inc. was the only responsive bid received. The bid of HIP, Inc. was determined to be non-responsive because their bid was not supported by the required bid bond. Other potential bidders were queried on their failure to compete for this project. They indicated that the hot-in-place method was not a focus area for their firm. It should be noted that this work is a specialized paving process with a limited number of qualified contractors with the capability to perform projects of this nature.

The market analysis revealed that Cutler's process is less than one half the cost of HIP, Inc's process. The cost to recycle a single lane mile of roadway is \$55,600 using Cutler's process. This amount is similar to other jurisdictions for Cutler's recycling contracts. Under the current contract, Cutler's base year was \$3,590,200 while the first renewal year is \$3,664,750, an increase of \$74,550 over the base year which assures costs will remain steady as petroleum prices fluctuate. This represents a cost increase of slightly more than 2% from the basic year to Option Year 1.

Staff recommends the approval of the first renewal year based on this market analysis.

Action Requested: Approval to renew Term Contract #Y11-1039-J2, Hot-In-Place Asphalt Recycling to Cutler Repaving, Inc. in the estimated contract amount of \$3,664,750 for an additional term of one year. All Districts.



Interoffice Memorandum

I. CONSENT AGENDA
UTILITIES DEPARTMENT
1

June 4, 2012

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Orange County Utilities

for REH

**SUBJECT: BCC Agenda Item – Consent Agenda
June 26, 2012 BCC Meeting
Developer Agreement for Utility Work Associated with Horizon West
Town Center East
Contact Person: Andres Salcedo, P.E.
Manager, Utilities Development Engineering
Division, 407-254-9719**

The developer, SLF IV/Boyd Horizon West JV, LLC, as part of their infrastructure for Horizon West Town Center East, will be constructing utilities through their development and extending to a connection point on Summerlake Way Boulevard.

A 16-inch water main together with 16-inch and 20-inch wastewater force mains would have been sufficient to meet the anticipated water and wastewater demands for the development along future New Independence Parkway and future Hamlin Trail, which are being built by the developer. Based on Orange County Utilities' Master Plan, the County requires a 20-inch water main and 30-inch and 36-inch wastewater force mains along these same routes to support the County's regional transmission needs.

To maximize efficiency and coordination, Orange County asked the Developer to increase the water main diameter to 20-inch and the wastewater force main diameters to 30-inch and 36-inch along their proposed construction routes.

The construction and design costs of the Utility improvements to be paid by Orange County under this agreement are limited to a "Maximum Cost Obligation" amount of \$3,135,763.37.

The Orange County Attorney's Office staff reviewed the documents and finds them acceptable. Utilities Department staff recommends approval.

Action Requested: Approval of Utility Line Construction Reimbursement Agreement for Town Center East between Orange County, Florida and SLF IV/Boyd Horizon West JV, LLC in the amount of \$3,135,763.37 for utility improvements relating to the future New Independence Parkway and future Hamlin Trail.

District 1.

UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR TOWN CENTER EAST

THIS UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR TOWN CENTER EAST (the "Agreement") is made and entered into as of the latest date of execution below by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the "COUNTY") whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and SLF IV/Boyd Horizon West JV, LLC, a Delaware limited liability company (the "OWNER") whose address is 7586 West Sand Lake Road, Orlando, FL 32819. Hereinafter, COUNTY and OWNER may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the OWNER is the fee simple owner of certain real property located in the COUNTY, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, the OWNER contemplates contracting for the construction of a number of improvements for various uses within the Property, collectively (the "Project"); and

WHEREAS, in order to proceed with the Project, or any part thereof, it will be necessary to obtain wastewater, potable water and reclaimed water service to the Property; and

WHEREAS, the Project is located entirely within the COUNTY'S wastewater, potable water and reclaimed water service territory and, therefore, the COUNTY is the appropriate wastewater, potable water and reclaimed water service provider with jurisdiction over the Project; and

WHEREAS, the OWNER, in order to enable wastewater and potable water service to the Project, requires the installation of the following types and approximate amounts of utility mains:

Water Main	16" DIP	10,615 LF
Wastewater Force Main	16" PVC	8,518 LF
Wastewater Force Main	20" PVC	3,904 LF

(collectively the "Utility Work"); and

WHEREAS, the COUNTY, in order to better serve areas within its wastewater and potable water service territory, is requesting herein that the OWNER oversize the following utility mains:

Water Main	20" DIP	10,615 LF
Wastewater Force Main	30" PVC	11,565 LF
Wastewater Force Main	36" PVC	857 LF

as further depicted in **Exhibit "B"** attached hereto and made a part hereof by this reference (the "Oversized Utility Work"); and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which (i) the OWNER shall construct or cause to be constructed the Oversized Utility Work requested by the COUNTY and (ii) the COUNTY shall pay the OWNER for the cost differential between the Oversized Utility Work and the Utility Work as more particularly set forth below; and

WHEREAS, the County finds the expenditure of funds in the achievement of the objectives of this Agreement to be in the public interest.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants set forth herein, the Parties hereby agree as follows:

SECTION 1. RECITALS INCORPORATED. All of the recitals contained herein are true and correct, and are incorporated herein and made a part hereof by this reference.

SECTION 2. PREPARATION OF CONSTRUCTION PLANS, BIDS, AND; CONTRACT.

2.1 The OWNER shall cause the preparation of a set of design plans for the Oversized Utility Work based on the preliminary design sketch as depicted in **Exhibit "B"**. The design plans shall be subject to the COUNTY's reasonable review and approval in accordance with COUNTY biddable standards. The contract for the design plans shall provide that the COUNTY is a third-party beneficiary with regard to insurance against the design professional's errors and omissions. The COUNTY shall provide comments on design drawings within thirty (30) business days of receipt from OWNER. The review and approval under this Agreement by the COUNTY is in its proprietary capacity as a Party to this Agreement and is in addition to any governmental permitting functions the COUNTY may be otherwise obligated to perform. The COUNTY shall have the opportunity to review and approve the design plans at 60% and 100% completion stages. The COUNTY alone shall have final approval rights over the design. Upon final acceptance of the design plans, the COUNTY shall provide OWNER with written notification of such acceptance. Once approved by the COUNTY, the design plans shall be referred to as the Construction Plans.

2.2 The OWNER shall retain a professional engineering firm to assist the OWNER in obtaining at least two (2) responsive bids from responsible bidders based on the Construction Plans. The OWNER shall obtain itemized bids for the Utility Work and the Oversized Utility Work using the pay items listed in **Exhibit "C"** attached hereto and made a part hereof by this reference (the "Standard Bid Form and Pay Items").

2.3 The OWNER shall select the bid of the lowest responsible bidder and notify the COUNTY in writing of the bid selection by providing copies of the itemized bids for the Utility Work and the Oversized Utility Work.

2.4 The COUNTY shall have fifteen (15) days following receipt of written notification from the OWNER of the selected bid to review and notify the OWNER, in writing, of the COUNTY's acceptance of the selected bid. In the event the COUNTY does not accept the selected bid within that time, this Agreement shall automatically terminate and neither Party shall be liable for or be entitled to bring any action against the other for damages. The OWNER shall ensure that the construction contract(s) contain a warranty of the work performed which shall be in force and effect for a period of one (1) year from the date on which the County accepts ownership and maintenance responsibility for the Oversized Utility Work.

SECTION 3. PERMITS. The OWNER shall apply for and obtain all necessary governmental permits and approvals for the Oversized Utility Work. The OWNER understands and agrees that this Agreement shall not serve as authorization to enter the COUNTY's right-of-way for the purposes of this Agreement, and that OWNER's entry into the right-of-way shall be independently subject to the COUNTY's regulation thereof.

SECTION 4. COMMENCEMENT OF WORK. After the execution of this Agreement, issuance of all required permits, and COUNTY approval of the Construction Plans and selected bidder, COUNTY approval of the construction contract, and County's receipt of the payment and performance bond referenced in Section 7, herein, the OWNER will promptly commence the Oversized Utility Work based upon the Construction Plans and permits for the same.

SECTION 5. PAYMENT OF COSTS AND ACCEPTANCE OF WORK. The OWNER and the COUNTY agree to pay for the Oversized Utility Work as follows:

5.1 The OWNER shall pay for the design, engineering, surveying, geotechnical engineering, environmental work, permitting, bidding, inspection, construction, construction administration, maintenance guarantee, final testing, certification costs and fees for the Oversized Utility Work. The COUNTY shall pay the OWNER the cost difference between the final, County approved cost actually incurred for the Oversized Utility Work and the selected bid for the Utility Work (the "Oversizing Cost"), together with any costs resulting from approved change orders and a lump sum contribution associated with the additional design cost related to the Oversized Utility Work as listed in **Exhibit "D"** attached hereto and made a part hereof by this reference (the "COUNTY's Maximum Cost Obligation"). In no case shall the COUNTY'S total payment obligation under this Agreement exceed the COUNTY's Maximum Cost Obligation of \$3,135,763.37.

5.2 In the event a change order is requested as a result of revisions made to the COUNTY approved Construction Plans, the COUNTY shall have fifteen (15) days following receipt of the written change order request from the OWNER to review and notify the OWNER, in writing, of the COUNTY's acceptance of the additional cost or credit. The shared cost between the COUNTY and OWNER is based on the estimated ratio between the Oversizing Cost and the Utility Work cost as follows: COUNTY's share of change order cost shall be 55%; OWNER's share of change order cost shall be 45%. In no case shall the COUNTY be

responsible for reimbursement of change order requests which result in a total payment obligation exceeding the amount referenced in Section 5.1.

5.3 The COUNTY shall reimburse the OWNER for all fees and costs actually incurred by the OWNER for the Oversizing Costs. The COUNTY shall reimburse the OWNER for all fees and costs on a monthly basis, within twenty-five (25) days after the following events have occurred:

A. COUNTY has accepted the selected bid per Section 2.4.

B. Receipt and approval by the COUNTY of a written payment request in addition to an itemized paid contractor invoice from the OWNER for the completed portion of the construction cost related to the Oversizing Cost. The request shall include an affidavit from the OWNER stating that it has paid those Oversizing Costs for which reimbursement is being requested, together with a waiver and release of lien upon progress payment from the OWNER's contractor, waiving and releasing its right to claim a lien for labor, services or materials furnished through the date of reimbursement request, and such other documentation reasonably requested by the COUNTY;

C. Inspection and approval by the COUNTY of the portion of the Oversized Utility Work for which reimbursement is requested, which shall not be reasonably withheld or delayed;

D. Receipt and approval by the COUNTY of any utility easement(s) or right-of-way required for the Oversized Utility Work for which reimbursement is requested;

E. Receipt and approval by the COUNTY of a written payment request from the OWNER for the additional design cost related to the Oversized Utility Work with documentation that OWNER has paid all design costs to the OWNER'S engineering firm. The COUNTY will contribute to the OWNER for the additional design cost, as listed in Exhibit 'D,' in a lump sum payment with the first reimbursement payment to the OWNER for Oversizing Costs; and

F. In the event the COUNTY has a reasonable basis to dispute a given item of cost reimbursement, it reserves the right to request and obtain from the OWNER the cancelled check or paid invoice evidencing payment of the same.

5.4 Notwithstanding the foregoing, the COUNTY shall retain up to ten percent (10%) of each reimbursement payment for the Oversized Utility Work. Any amount so retained by the COUNTY shall be paid to the OWNER in full with the COUNTY's final payment obligation to the OWNER. Such final payment under this Agreement shall not arise until after all of the following events have occurred:

A. Receipt and approval by the COUNTY of a written payment request from the OWNER;

B. Inspection, approval, and acceptance by the COUNTY of the completed Oversized Utility Work;

C. Receipt and approval by the COUNTY of the maintenance guarantee and bill of sale as described in Section 7 of this Agreement;

D. Receipt and approval by the COUNTY of copies of such contracts, release of liens, itemized invoices and other documents evidencing the costs of and payment for the Oversized Utility Work as COUNTY reasonably requires; and

E. Receipt and approval by the COUNTY of any utility easement(s) or right-of-way required for the Oversized Utility Work.

5.5 No later than twenty-five (25) days after the occurrence of all events in Subsection 5.3, immediately above, and subject to Subsection 5.5, immediately below, the COUNTY shall make the final payment of its obligation to the OWNER.

5.6 In the event the COUNTY raises any objections to any fee or cost on the reimbursement request, the disputed amount will be withheld from payment and the undisputed amount shall be paid in accordance with this Section.

5.7 The OWNER understands and agrees that the OWNER is solely at risk for, and will pay, all cost overruns beyond total construction cost and fees to be approved by the COUNTY in the successful bid and construction contract(s).

5.8 Upon payment to the OWNER, the COUNTY shall be deemed to have accepted the dedication of and ownership and operational responsibility for the Oversized Utility Work.

SECTION 6. DISPUTES. All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach shall be resolved in the following order: (a) negotiation; (b) non-binding mediation (c) judicial resolution. A Party submitting a dispute to non-binding mediation (the "Requesting Party") shall do so by delivering to the other party a notice demanding or requesting, as the case may be, mediation of the dispute and providing a list of three mediators acceptable to the Requesting Party. Within ten (10) days after the receipt of the notice from the Requesting Party, the other Party shall, in writing, provide a notice either choosing one mediator from the list provided by the Requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of Requesting Party's receipt of the notice, the parties shall mutually agree and appoint a mediator from the lists provided. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. No mediator, appointed, shall have the power to amend or add to this Agreement. Within twenty (20) days after the mediator is named, a time and date for the mediation shall be scheduled and documented in writing. The mediator thereupon shall proceed promptly to hear the controversy. The mediator shall fix a time acceptable to the Parties within which the matter shall be mediated. For all dispute resolution methods, including non-binding mediation, each side shall pay their respective attorneys fees, expert fees, expenses and court costs, as applicable.

Either Party, in its sole discretion, may declare the avenue in (a) or (b) exhausted thirty (30) days after written notice to the other Party of its intent to do so. The effect of such declaration shall be conclusive, freeing the Party to pursue the next option for dispute resolution.

SECTION 7. PAYMENT AND PERFORMANCE BOND; MAINTENANCE GUARANTEE, AND BILL OF SALE.

7.1 Prior to commencing the construction, the OWNER or its general contractor shall obtain and deliver to the COUNTY a payment bond and performance bond, reasonably acceptable to the COUNTY, pursuant to Section 255.05, Florida Statutes, as it may be amended. The payment and performance bonds shall name the COUNTY as Dual-Obligee and be assignable to the COUNTY following acceptance of the Oversized Utility Work by the COUNTY.

7.2 In addition to any maintenance guarantee required by County Code, the OWNER shall provide a one (1) year maintenance guarantee in the form of a letter of credit or cash escrow in favor of the COUNTY in an amount equal to ten percent (10%) of the costs of the Oversized Utility Work, the purpose of which is to guarantee the materials, workmanship, structural integrity, functioning and maintenance of the Oversized Utility Work. Prior to the COUNTY'S issuance of the certificate of completion for the Oversized Utility Work, the OWNER shall deliver to the COUNTY a bill of sale in favor of the COUNTY and the maintenance guarantee provided herein for the Oversized Utility Work.

SECTION 8. INSURANCE AND INDEMNIFICATION. During the course of the construction of the Oversized Utility Work, the following provisions shall apply:

8.1 **Insurance.** OWNER or its contractor shall procure and maintain throughout the construction of the Oversized Utility Work, insurance limits and terms as specified below:

- Workers' compensation insurance with statutory workers' compensation limits and no less than \$100,000 limit for Employers' Liability with a waiver of subrogation in favor of the COUNTY, its consultants, agents, employees and officials.
- Commercial general liability insurance for all operations including but not limited to contractual, products and completed operations and personal injury with limits of not less than \$1,000,000 per occurrence and an aggregate limit of at least twice the per occurrence limit.
- Business automobile liability insurance for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 per occurrence.

The OWNER shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to the COUNTY evidence of such insurance prior to commencement of construction. The COUNTY shall be listed as an additional insured on all insurance policies required herein,

except workers' compensation. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the COUNTY. COUNTY shall be notified within five (5) business days of any material change, cancellation, non-renewal of any policy required herein.

8.2 Indemnification. The OWNER shall cause their contractors to defend, indemnify and hold harmless the COUNTY, its officials and employees from and against all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the performance of the construction activities, provided that any such liability, claim, damage, loss, cost or expense:

- Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting there from and,
- Is caused in whole or in part by any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

Provided, however if this Agreement or any underlying contract for construction of the Oversized Utility Work is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the contractors to defend, indemnify or hold harmless the COUNTY, its officers and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the construction activities.

The indemnification provisions contained herein shall survive the termination of this Agreement.

SECTION 9. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS. If for any reason during the first year of the term of this Agreement, local, regional or state governments or agencies (other than the COUNTY) shall fail to issue necessary permits or fail to grant necessary approvals for the Oversized Utility Work, after the OWNER has complied with all conditions precedent to receipt of such permits, to the extent that the requirements necessary to obtain such permits or approvals shall affect the ability of the OWNER or the COUNTY to perform any of the terms thereof, this Agreement shall be renegotiated by the Parties hereto to the extent reasonably feasible to cause the Oversized Utility Work to comply with said requirements.

SECTION 10. TERM; LIMITATION OF LIABILITY.

10.1 The term of this Agreement shall be five (5) years from the Effective Date. In the event the OWNER has not, by the second anniversary of the Effective Date of this Agreement, let a contract for the construction of the Utility Work reasonably acceptable to COUNTY, the COUNTY may terminate this Agreement upon thirty days notice to the OWNER.

10.2 The COUNTY and OWNER expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies as provided herein. Except as otherwise provided herein, in redress for the failure of either Party to perform its obligations under this Agreement, the Parties shall have only the following remedies available against each other:

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

Both Parties hereto expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Both Parties expressly agree that each shall bear the cost of its own attorney's fees for any action arising out of or in connection with this Agreement.

SECTION 11. COMPLIANCE WITH LAWS AND REGULATION. In performing pursuant to the Agreement, each Party hereto will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such Party.

SECTION 12. NOTICE. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three (3) days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith:

If to the COUNTY: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825
Attn: Director
Telephone: (407) 254-9804
Facsimile: (407) 254-9899

With copy to: Orange County Attorney's Office
Orange County Administration Building
201 S. Rosalind Avenue, 3rd Floor
Orlando, Florida 32801
Attn: County Attorney
Telephone: (407) 836-7320
Facsimile: (407) 836-5888

If to OWNER: SLF IV/Boyd Horizon West JV, LLC
c/o Boyd Development Corporation
7586 West Sand Lake Road

Orlando, Florida 32819
Attn: Scott T. Boyd
Phone: (407)) 352-5858 x222
Fax: (407) 352-5843

With copy to:

Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1000
Orlando, Florida 32801
Attn: James G. Willard, Esquire

c/o The Stratford Company
9995 Gate Parkway North, Suite 320
Jacksonville, Florida 32246
Attn: Ryland Lucie

Hudnall P.C.
5949 Sherry Lane, Suite 1750
Dallas, Texas 75225
Attn: Allan S. Katz

SECTION 13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

SECTION 14. TIME IS OF THE ESSENCE. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

SECTION 15. NON-WAIVER. No consent or waiver, expressed or implied, by either Party, to or of any breach or default of the other Party, with regard to the performance by said other Party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that Party, of the same or of any other objection of performance incumbent upon that Party. Failure on the part of either Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure continues, shall not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law, or in equity.

SECTION 16. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed against either Party on the basis of it being the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

SECTION 17. REASONABLE APPROVAL. In those instances in this Agreement in which a Party's approval, consent or satisfaction is required and a time period is not specified, then it

shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

SECTION 18. PUBLIC RECORDS. The OWNER will allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and which have been made or received by the OWNER in conjunction with this Agreement. Nothing herein contained shall require OWNER to allow public access to any financial information not pertaining specifically to the Construction Project, or to any proprietary information.

SECTION 19. RECORDS AND AUDITS. The OWNER will maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the OWNER's place of business at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement for audit or inspection by the COUNTY upon five (5) business days prior written notice.

SECTION 20. EQUAL OPPORTUNITY EMPLOYMENT. The OWNER agrees that it will not discriminate and will provide in all construction contracts for the Oversized Utility Work that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin.

SECTION 21. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such validity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that extent, this Agreement is declared severable.

SECTION 22. ASSIGNMENT The rights and obligations of OWNER hereunder are not covenants running with the land and shall only be binding upon and exercisable by OWNER (and not any successor in title to any portion of the Property), unless this Agreement is expressly assigned by OWNER as provided in this Section 22. This Agreement or any of the rights, obligations and responsibilities hereunder, shall be in no part assignable by OWNER without the consent or approval of such assignment by the COUNTY, provided that the COUNTY'S approval will not be unreasonably withheld so long as the successor to OWNER is of equal or better economic status and is capable of fulfilling all obligations of OWNER, including but not limited to, the ability to service and maintain the insurance and indemnification obligations of OWNER. Only upon the written acceptance by COUNTY of the successor owner, will the OWNER be released from any obligations and responsibilities arising under or attributable to the Agreement and only where COUNTY has received notice of and accepted work performed by the said successor owner.

SECTION 23. DISCLAIMER OF THIRD PARTY BENEFICIARIES. No right or cause of action shall accrue by reason of this Agreement to or for the benefit of any third party not a formal Party hereto. The parties agree that this section shall not be applied to provisions of this Agreement (see Section 2.1 for example) to situations where the parties have authorized one party to be a third party beneficiary to the construction, design or other agreement authorized herein or any assignee under this Agreement.

SECTION 24. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. The venue for any non-binding mediation or judicial proceedings shall be Orange County, Florida.

SECTION 25. LAND USE APPROVALS. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Project. Nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

SECTION 26. NON-APPROPRIATION. In accordance with the Florida Constitution and other applicable state and local laws, including but not limited to Section 129.07, Florida Statutes (2010), the obligations of the COUNTY in this Agreement are subject to sufficient budgeted COUNTY funds being available in each COUNTY budget year to achieve the purposes of this Agreement.

SECTION 27. NO RECORDING. Neither Party will record this Agreement or any memorandum or affidavit of this Agreement.

SECTION 28. MASTER PUMP STATION. On or before the Board of County Commission approval of the first preliminary subdivision plan for any portion of the Property, OWNER shall grant and convey to County a perpetual utility tract over and across an approximately 100'x180' portion of the Property to accommodate construction, operation, and maintenance by the County of a master wastewater pump station plus an ingress/egress tract to provide access to the master pump station from the right-of-way (the "**Master Pump Station Tract**"). The Master Pump Station Tract is preliminarily depicted on the attached **Exhibit "E"**. Storm water storage and treatment for the storm water run-off from the Master Pump Station Tract shall be provided by the storm water system serving the Project. In addition, a utility easement extending outside the limits of the Master Pump Station Utility Tract shall be required to accommodate excavation, construction, and maintenance of the master pump station. The dimensions of the utility easement shall be defined with the construction plans. The exact terms and conditions of the Master Pump Station Utility Tract and the utility easement shall be subject to the prior review and approval of the County. The obligation to dedicate the Master Pump Station Tract Area and the utility easement set forth in this Section 28 survives the oversizing portion of this agreement or the election to not build the Oversized Utility Work.

SECTION 29. WATER CONSERV II PROPERTY USE. The property described on **Exhibit "F"** attached hereto and made a part hereof by this reference (the "Water Conserv Parcel") contains certain improvements essential to the delivery of reclaimed water to adjoining real property. The Project contemplated on the Property includes the dedication of real property to the COUNTY for a road segment currently called New Independence Parkway (hereafter the "Road Right-Of-Way"). The publicly owned Water Conserv Parcel is surrounded by real property included within the future Road Right-Of-Way. The parties agree that use of the Water Conserv Parcel for road purposes is contingent upon:

- (i) the Water Conserv Parcel will ultimately be included in the improved Road Right-Of-Way; and

- (ii) the OWNER will dedicate to the COUNTY sufficient real estate to accommodate the relocation of Water Conserv II reclaimed water facilities prior to any construction or relocation of facilities within the Water Conserv Parcel; and
- (iii) the parties to this Agreement acknowledge and agree that the road improvements to be constructed by the OWNER can only occur over and upon the Water Conserv Parcel when Water Conserv II reclaimed water facilities acceptable to the COUNTY have been constructed and made operational at cost to the OWNER, upon the real estate dedicated for that purpose per Section 29(ii) above.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the dates indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

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

By: _____
Deputy Clerk

Print: _____

Date: _____

(SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE)

WITNESSES:

SLF IV/BOYD HORIZON WEST JV, LLC, a
Delaware limited liability company

By: Boyd Horizon West, LLC, a Florida limited
liability company, Managing Member

Randall W. Gill

Print Name: RANDALL W. GILL

By: Scott T. Boyd
Scott T. Boyd, Manager

Date: 6/15/12

Kevin Meridith

Print Name: Kevin Meridith

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott T. Boyd, Manager of Boyd Horizon West, LLC, a Florida limited liability company, Managing Member of SLF IV/BOYD HORIZON WEST JV, LLC, a Delaware limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 15th day of June, 2012. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of June, 2012.



Paige A. Teague

Notary Public

Print Name: _____

My Commission Expires: _____

SKETCH OF DESCRIPTION

SHEET 1 OF 4

EXHIBIT A

LEGAL DESCRIPTION (Town Center East):

PARCEL 1

A parcel of land comprising a portion of Sections 17 and 20, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

BEGIN at the Southeast corner of the Southeast 1/4 of aforesaid Section 17, also being the Northeast corner of the Northeast 1/4 of aforesaid Section 20 thence run South 00°08'32" East along the East line of said Northeast 1/4 of Section 20 for a distance of 1291.64 feet to a point on the Northerly right-of-way line of New Independence Parkway per Official Records Book 881, Pages 360 and 361 of the Public Records of aforesaid Orange County, Florida; thence departing said East line run South 89°42'03" West along said Northerly right-of-way line for a distance of 1442.99 feet; thence continuing along said Northerly right-of-way line run North 00°06'53" West for a distance of 30.00 feet; thence run South 89°42'03" West for a distance of 50.00 feet; thence run South 00°06'53" East for a distance of 30.00 feet; thence run South 89°42'03" West for a distance of 21.36 feet; thence run North 00°17'28" West for a distance of 44.69 feet; thence run South 89°42'32" West for a distance of 100.00 feet; thence run North 63°43'31" West for a distance of 55.90 feet; thence run South 89°42'32" West for a distance of 169.38 feet to a point on the Easterly limited access right-of-way line of Orlando-Orange County Expressway Authority State Road No. 429 (Western Beltway) per Project No. 75320-6460-653 dated 10-01-02 thence continuing along said Easterly limited access right-of-way run North 24°56'35" West for a distance of 340.55 feet; thence run North 15°59'37" West for a distance of 721.16 feet to a point of curvature of a curve concave Easterly and having a radius of 1543.02 feet, a chord bearing of North 05°10'50" West and a chord length of 578.96 feet; thence run Northerly along said curve through a central angle of 21°37'35" for an arc distance of 582.42 feet to a point of compound curvature of a curve concave Easterly and having a radius of 3656.94 feet, a chord bearing of North 13°27'32" East and a chord length of 995.90 feet; thence run Northerly along said curve through a central angle of 15°39'08" for an arc distance of 999.01 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of aforesaid Section 17; thence departing aforesaid Easterly limited access right-of-way run North 89°50'22" East along said North line for a distance of 1989.62 feet to the Northeast corner of said South 1/2 of the Southeast 1/4 of Section 17; thence departing said North line run South 00°10'30" East along the East line of the Southeast 1/4 of said Section 17 for a distance of 1321.29 feet to aforesaid POINT OF BEGINNING.

Contains 125.64 acres more or less.

AND

Parcel 2

A parcel of land comprising a portion of Sections 20, 21 and 29, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of aforesaid Section 20 thence run South 00°08'32" East along the East line of the Northeast 1/4 of said Section 20 for a distance of 1351.64 feet to a point on the Southerly line of New Independence Parkway per a Right-of-Way Agreement recorded in Deed Book 891, Page 499 of the Public Records of aforesaid Orange County, Florida, also being the POINT OF BEGINNING; thence departing said East line run North 89°38'11" East along said Southerly line for a distance of 995.76 feet to a point on the East line of the West 3/4 of the Southwest 1/4 of the Northwest 1/4 of aforesaid Section 21; thence run South 00°04'23"

Continued on Sheet 2

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOB NO. 20110078

DATE: 1-25-2012

SCALE: 1" = 1500 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: JLR

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633



213 SOUTH DILLARD Street
Winter Garden, Florida 34787 * (407) 654 5355

SKETCH OF DESCRIPTION

SHEET 2 OF 4

Continued from Sheet 1

East along said East line for a distance of 1292.30 feet to a point on the North line of the Southwest 1/4 of said Section 21; thence run North 89°40'27" East along said North line for a distance of 331.40 feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 21; thence departing said North line run South 00°03'01" East along the East line of the West 1/2 of the Southwest 1/4 of said Section 21 for a distance of 2644.37 feet to the Southeast corner of said West 1/2 of the Southwest 1/4 of said Section 21; thence departing said East line run South 89°43'14" West along the South line of the Southwest 1/4 of said Section 21 for a distance of 1321.34 feet to the Northeast corner of the Northeast 1/4 of aforesaid Section 29; thence departing said South line run South 00°11'47" East along the East line of said Northeast 1/4 of Section 29 for a distance of 1296.03 feet to a point on the Northerly right-of-way line of Porter Road per Deed Book 688, Page 508 of the Public Records of aforesaid Orange County, Florida; thence departing said East line run South 89°39'42" West along said Northerly right-of-way line for a distance of 2652.94 feet to a point on the West line of said Northeast 1/4 of Section 29; thence continuing along said Northerly right-of-way line run South 89°42'12" West for a distance of 929.90 feet to a point on the Easterly limited access right-of-way line of Orlando-Orange County Expressway Authority State Road No. 429 (Western Beltway) per Project No. 75320-6460-653 dated 10-01-02; thence departing said Northerly right-of-way line run the following courses and distances along said limited access right-of-way line North 41°47'01" East for a distance of 431.45 feet to a point of curvature of a curve concave Northwesterly and having a radius of 3969.72 feet, a chord bearing of North 40°03'19" East and a chord length of 239.49 feet; thence run Northeasterly along said curve through a central angle of 3°27'26" for an arc distance of 239.53 feet; thence run North 89°41'28" East for a distance of 486.57 feet to a point on aforesaid West line of said Northeast 1/4 of Section 29; thence run North 00°11'47" West along said West line for a distance of 782.13 feet to a point on a non tangent curve concave Northwesterly and having a radius of 3969.72 feet, a chord bearing of North 12°26'14" East and a chord length of 1725.54 feet; thence run Northeasterly along said curve through a central angle of 25°06'20" for an arc distance of 1739.42 feet to a point of tangency; thence run North 00°06'56" West for a distance of 122.15 feet; thence run North 03°53'04" East for a distance of 608.60 feet to a point on a non tangent curve concave Easterly and having a radius of 1810.14 feet, a chord bearing of North 11°45'48" East and a chord length of 336.71 feet; thence run Northeasterly along said curve through a central angle of 10°40'23" for an arc distance of 337.19 feet; thence run North 14°33'27" East for a distance of 332.34 feet; thence run North 09°47'37" East for a distance of 301.04 feet; thence run North 14°33'27" East for a distance of 560.14 feet to a point on the Southerly right-of-way line of aforesaid New Independence Parkway per Official Records Book 7034, Page 1546; thence run North 89°42'32" East along said Southerly right-of-way line for a distance of 372.37 feet; thence run North 00°17'28" West for a distance of 47.31 feet to a point on the Southerly right-of-way line of said New Independence Parkway per Official Records Book 881, Pages 360 and 361; thence run North 89°42'03" East along said Southerly right-of-way line for a distance of 1514.19 feet to aforesaid POINT OF BEGINNING.

Contains 398.99 acres more or less.

AND

PARCEL 3

A parcel of land comprising a portion of Section 29, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of aforesaid Section 29 thence run South 89°39'25" West along the North line of the Northwest 1/4 of said Section 29 for a distance of 634.66 feet; thence departing said North line run South 00°40'25" East for a distance of 140.56 feet to a point on the Westerly limited access

Continued on Sheet 3



213 SOUTH DILLARD Street
Winter Garden, Florida 34787 • (407) 654-5355

THIS IS NOT A SURVEY:

sk5
⊙ DENOTES CHANGE IN DIRECTION
R/W DENOTES RIGHT-OF-WAY
CL DENOTES CENTERLINE
P.C. DENOTES POINT OF CURVATURE
P.T. DENOTES POINT OF TANGENCY
P.R.C. DENOTES POINT OF REVERSE CURVATURE
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 20110078

DATE: 1-25-2012

SCALE: 1" = 1500 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: JLR

SKETCH OF DESCRIPTION

SHEET 3 OF 4

Continued from Sheet 2

right-of-way line of Orlando-Orange County Expressway Authority State Road 429 per Official Records Book 7261, Page 3019, also being the POINT OF BEGINNING; thence run South 00°40'25" East along said Westerly limited access right-of-way line for a distance of 342.31 feet to a point on the Westerly limited access right-of-way line of Orlando-Orange County Expressway Authority State Road No. 429 (Western Beltway) per Project No. 75320-6460-653 dated 10-01-02, also being a point on a non tangent curve concave Northwesterly and having a radius of 3669.72 feet, a chord bearing of South 38°53'20" West and a chord length of 370.63 feet; thence run Southwesterly along said curve through a central angle of 5°47'21" for an arc distance of 370.79 feet to a point of tangency; thence run South 41°47'01" West for a distance of 702.35 feet to a point on the Northerly right-of-way line of Porter Road per Deed Book 688, Page 508 of the Public Records of Orange County, Florida; thence run South 89°42'10" West along said Northerly right-of-way line for a distance of 265.00 feet to a point on the Easterly right-of-way line of Avalon Road (County Road 545) per Deed Book 400, Page 315 of the Public Records of aforesaid Orange County, Florida, also being a point on a non tangent curve concave Southwesterly and having a radius of 1942.86 feet, a chord bearing of North 38°32'18" West and a chord length of 459.18 feet; thence departing said Northerly right-of-way line run Northwesterly along said Easterly right-of-way line and said curve through a central angle of 13°34'23" for an arc distance of 460.25 feet; thence run North 45°19'32" West for a distance of 618.48 feet; thence departing said Easterly right-of-way line run North 77°53'50" East for a distance of 1725.91 feet to aforesaid POINT OF BEGINNING.

Contains 24.38 acres more or less.

AND

PARCEL 4

A parcel of land comprising a portion of Section 29, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of aforesaid Section 29

thence run South 00°11'47" East along the East line of the Northwest 1/4 of said Section 29 for a distance of 1344.98 feet to a point on the Southerly right-of-way line of Porter Road per Deed Book 688, Page 508 of the Public Records of Orange County, Florida and the POINT OF BEGINNING; thence continuing along said East line of the Northwest 1/4 of Section 29 run South 00°11'47" East for a distance of 1291.95 feet to the Southeast corner of said Northwest 1/4 of Section 29; thence departing said East line run South 89°45'00" West along the South line of said Northwest 1/4 of Section 29 for a distance of 1310.31 feet to a point on the Easterly right-of-way line of Avalon Road (County Road 545) per Deed Book 400, Page 315; thence run North 00°27'03" West along said Easterly right-of-way for a distance of 342.27 feet to a point of curvature of a curve concave Southwesterly and having a radius of 1942.86 feet, a chord bearing of North 8°01'25" West and a chord length of 512.07 feet; thence continuing along said Easterly right-of-way line run Northwesterly along said curve through a central angle of 15°08'43" for an arc distance of 513.57 feet to a point on the Easterly limited access right-of-way line of Orlando-Orange County Expressway Authority State Road 429 per Official Records Book 7180, Page 4600, Parcel 219; thence run North 41°47'01" East along said Easterly limited access right-of-way line for a distance of 594.44 feet to a point on aforesaid Southerly right-of-way line of Porter Road; thence departing said Easterly limited access right-of-way line run North 89°42'12" East along said Southerly right-of-way line for a distance of 983.97 feet to aforesaid POINT OF BEGINNING.

Contains 37.85 acres more or less.

TOTAL SITE CONTAINS 586.86 ACRES MORE OR LESS.



213 SOUTH DILLARD Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY:

sk5
⊙ DENOTES CHANGE IN DIRECTION
R/W DENOTES RIGHT-OF-WAY
CL DENOTES CENTERLINE
P.C. DENOTES POINT OF CURVATURE
P.T. DENOTES POINT OF TANGENCY
P.R.C. DENOTES POINT OF REVERSE CURVATURE
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 20110078

DATE: 1-25-2012

SCALE: 1" = 1500 FEET

FIELD BY: N/A

CALCULATED BY: JLR

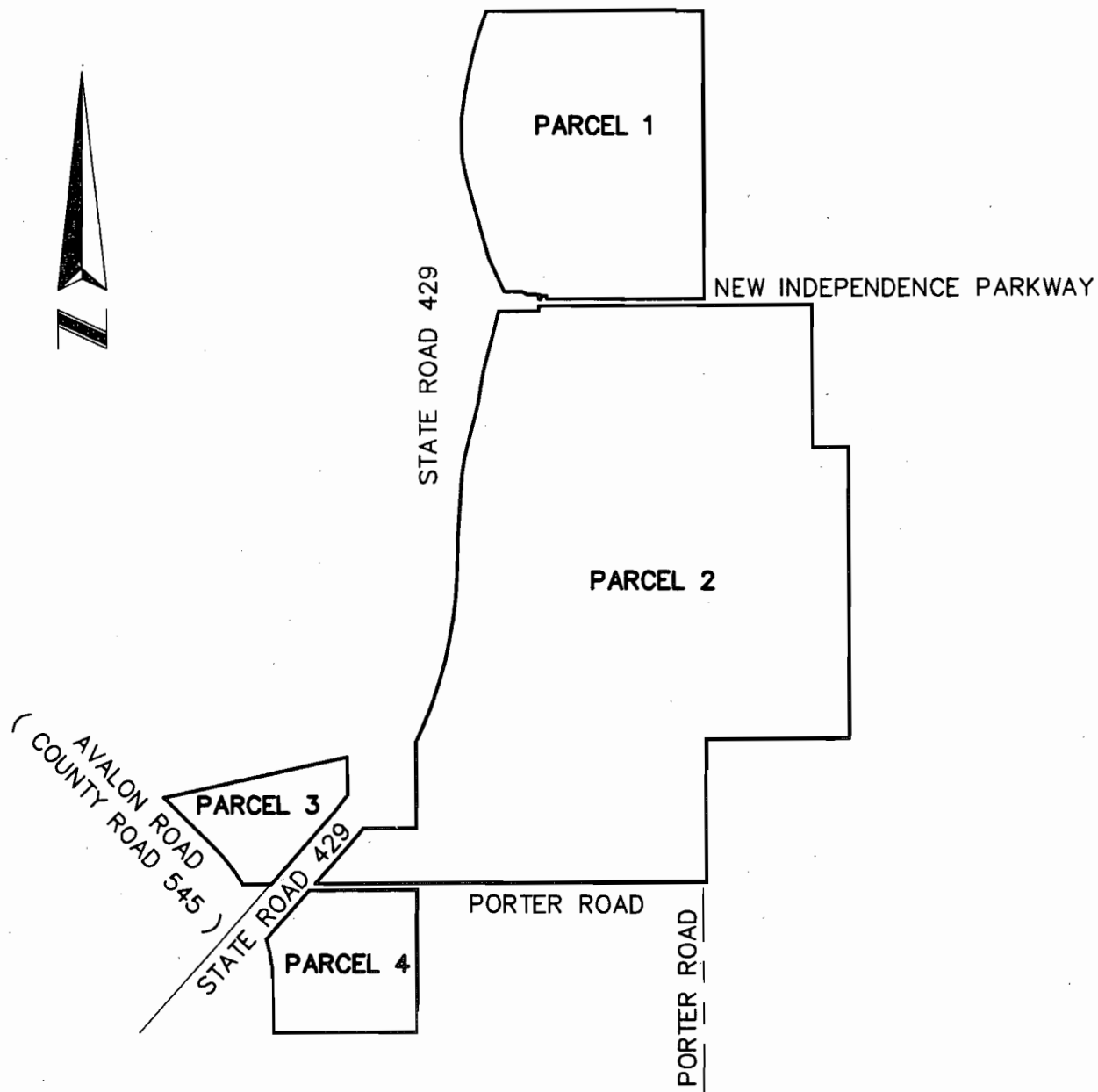
DRAWN BY: PJR

CHECKED BY: JLR

sk5

SKETCH OF DESCRIPTION

SHEET 4 OF 4



213 SOUTH DILLARD Street
Winter Garden, Florida 34787 • (407) 654 5355

THIS IS NOT A SURVEY:

sk5

⊙ DENOTES CHANGE IN DIRECTION
R/W DENOTES RIGHT-OF-WAY
CL DENOTES CENTERLINE
P.C. DENOTES POINT OF CURVATURE
P.T. DENOTES POINT OF TANGENCY
P.R.C. DENOTES POINT OF REVERSE CURVATURE
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 20110078
DATE: 1-25-2012
SCALE: 1" = 1500 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: JLR

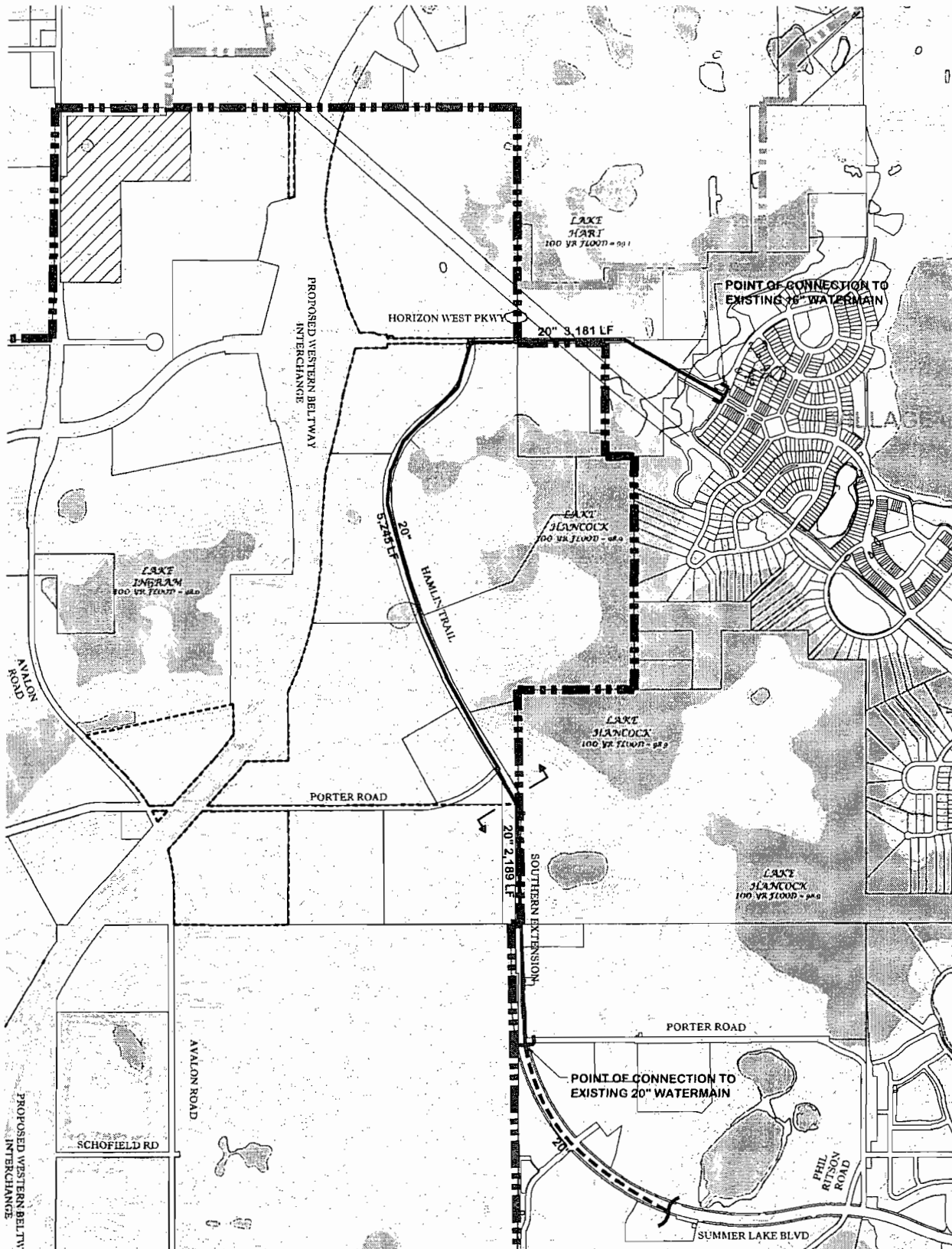


EXHIBIT "B"

OVERSIZED UTILITY WORK

LEGEND	
	TOWNCENTER BOUNDARY
	ADJACENT VILLAGE BOUNDARY
	PHASE 1 BOUNDARY
	PROPOSED WATER MAIN
	EXISTING WATER MAIN
	WATER MAIN IDENTIFICATION
	JUNCTION IDENTIFICATION
	PIPE IDENTIFICATION

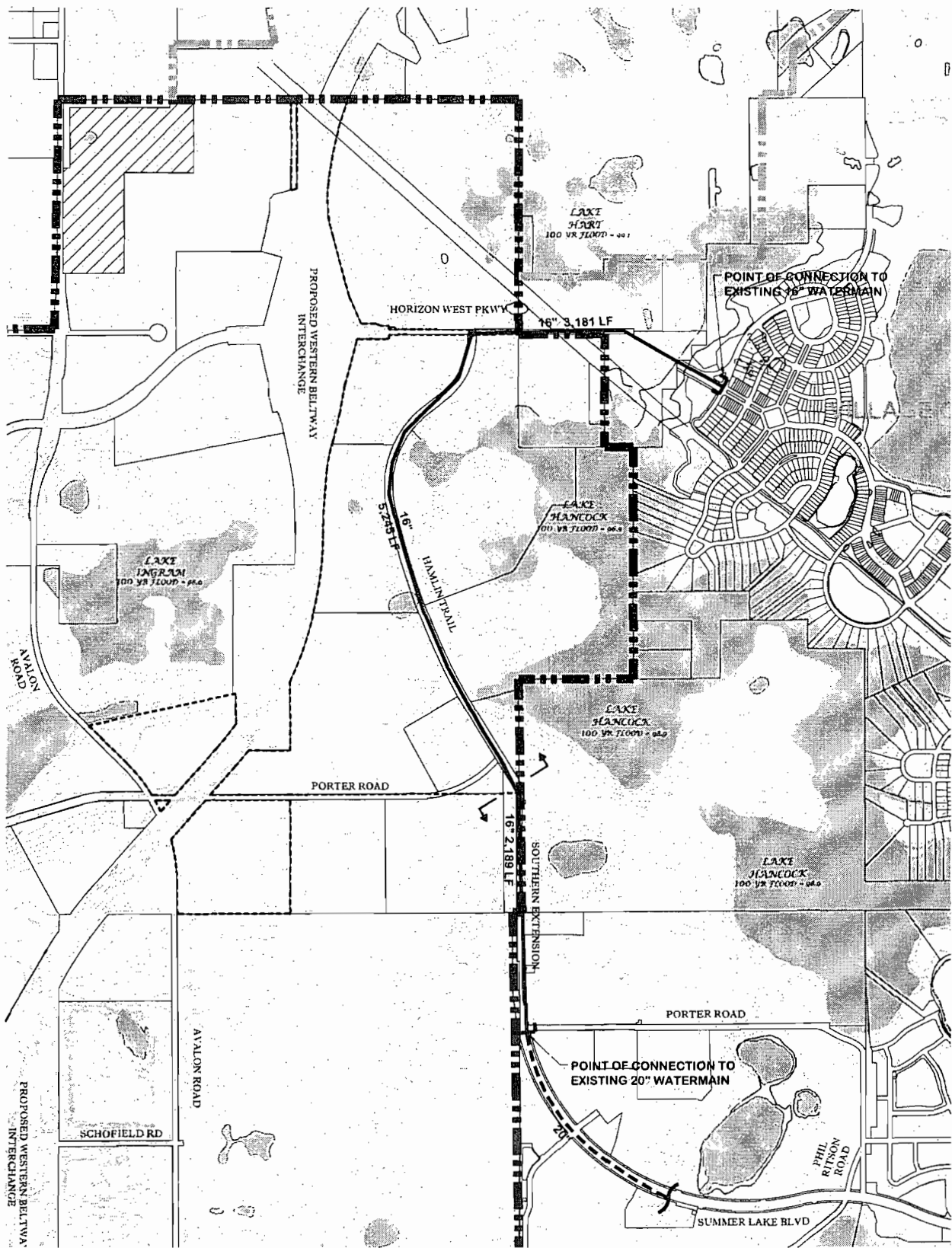


EXHIBIT "B"

DEVELOPER UTILITY WORK

LEGEND

- TOWNCENTER BOUNDARY
- ADJACENT VILLAGE BOUNDARY
- PHASE 1 BOUNDARY
- PROPOSED WATER MAIN
- EXISTING WATER MAIN
- RESECTION IDENTIFICATION
- JUNCTION IDENTIFICATION
- PIPE IDENTIFICATION

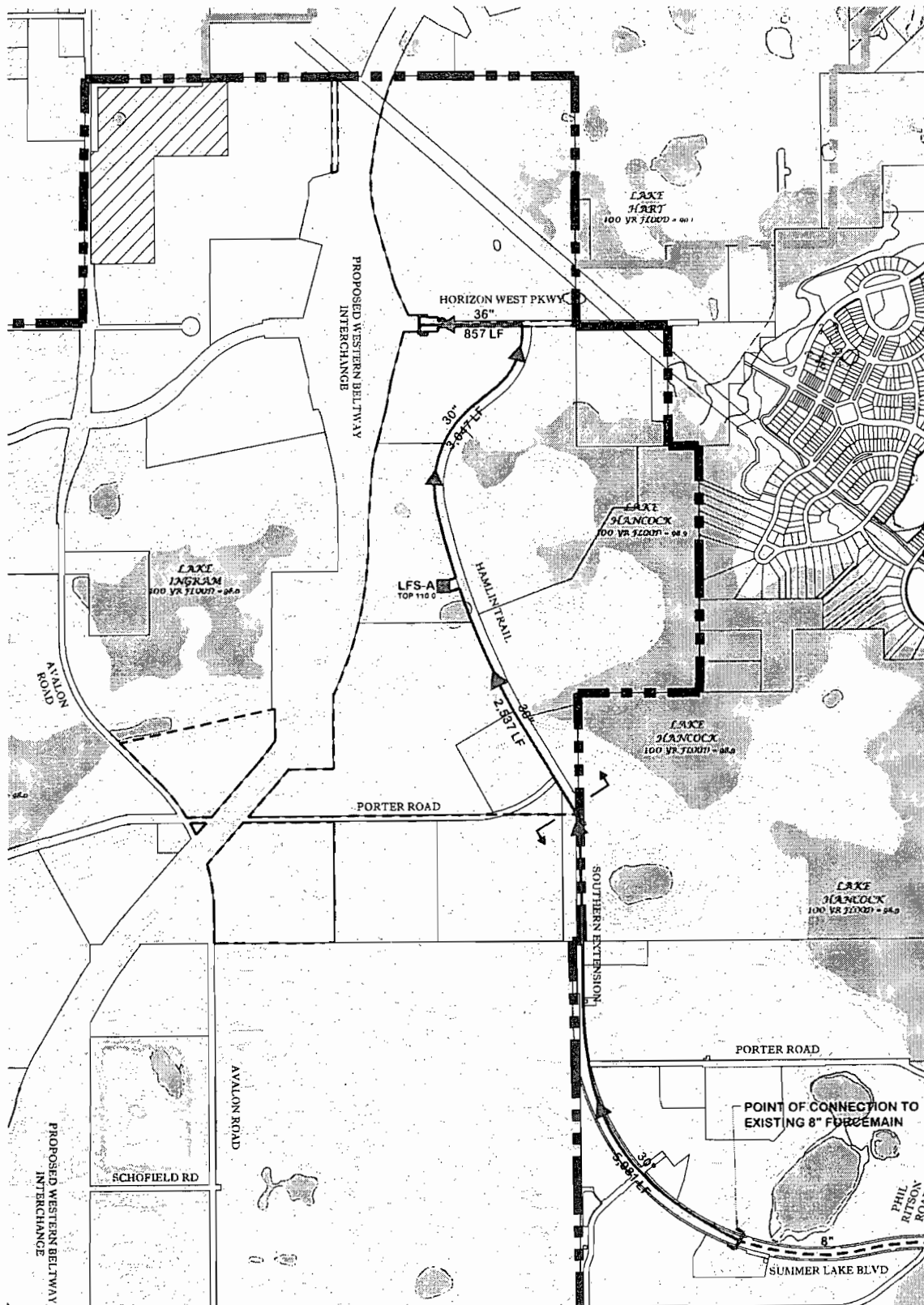


EXHIBIT "B"

OVERSIZED UTILITY WORK

LEGEND

- TOWNCENTER BOUNDARY
- ADJACENT VILLAGE BOUNDARY
- PHASE 1 LIMITS
- PROPOSED FORCE MAIN BY FLOW DIRECTION & DIAMETER
- PROPOSED GRAVITY SAN BY FLOW DIRECTION & DIAMETER
- PROPOSED LIFT STATION IDENTIFICATION
- GRAVITY SEWER MANHOLE IDENTIFICATION
- EXISTING FORCE MAIN

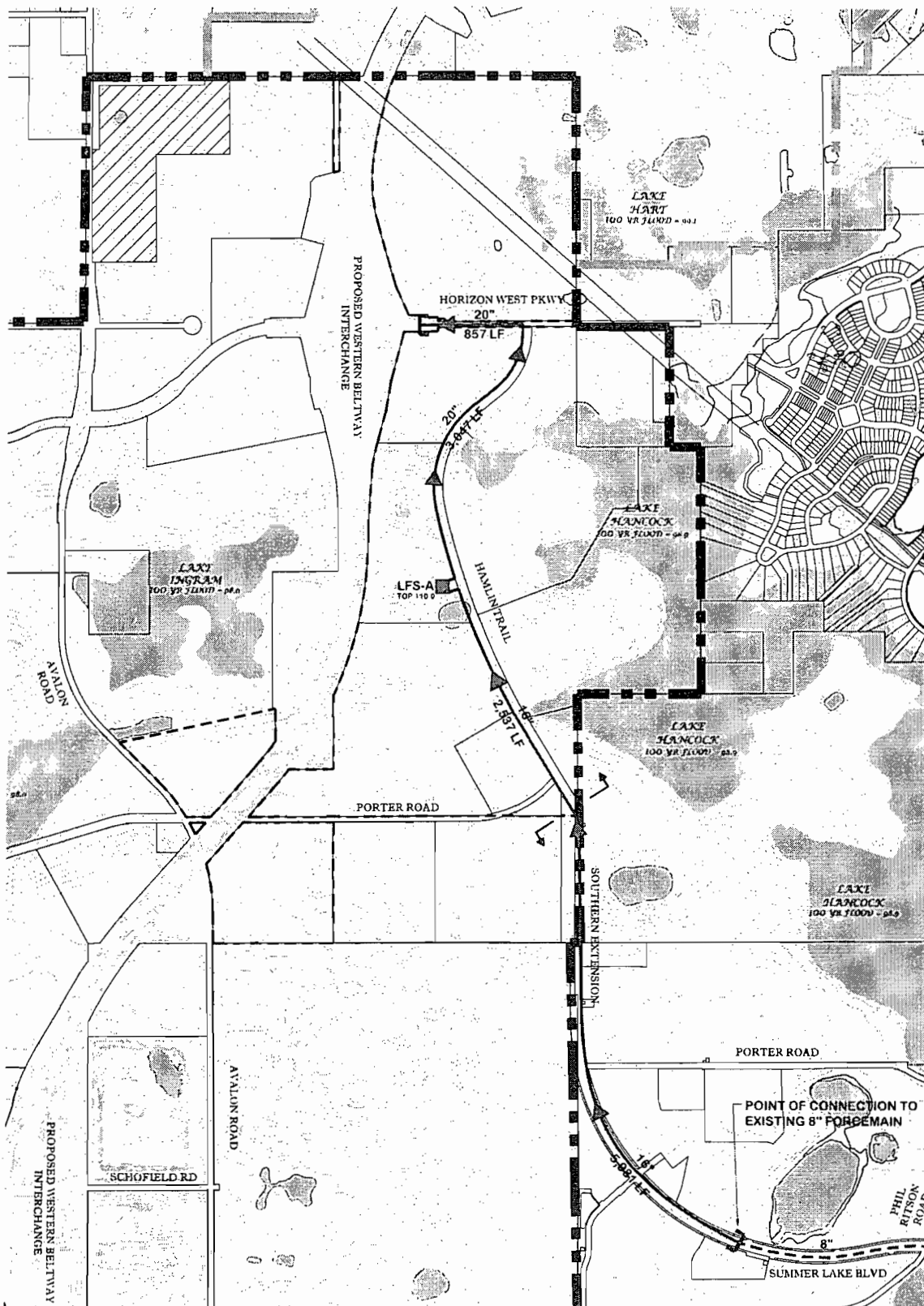


EXHIBIT "B"

DEVELOPER UTILITY WORK

LEGEND

- TOWNCENTER BOUNDARY
- ADJACENT VILLAGE BOUNDARY
- PHASE 1 LIMITS
- PROPOSED FORCE MAIN 8" / PLAN ORIENTATION & DIAMETER
- PROPOSED GRAVITY MAIN 8" / PLAN ORIENTATION & DIAMETER
- PROPOSED LIFT STATION IDENTIFICATION
- GRAVITY SENSITIVE MARKER IDENTIFICATION
- EXISTING FORCE MAIN

Exhibit "C"
Standard Bid Form and Pay Items

ITEM	QUANTITY	U/M	UNIT PRICE	TOTAL
New Independence Parkway				
Upsized Force Main				
36" PVC FM	0.00	LF	-	\$ -
36" PLUG VALVE	0.00	EA	-	\$ -
CONN. TO EXISTING	0.00	EA	-	\$ -
Subtotal				\$ -
Developer Size Force Main				
20" PVC FM	0.00	LF	-	\$ -
20" PLUG VALVE	0.00	EA	-	\$ -
CONN. TO EXISTING	0.00	EA	-	\$ -
Subtotal				\$ -
Upsized Water Main				
30" DIP WM	0.00	LF	-	\$ -
20" DIP WM	0.00	LF	-	\$ -
30" GATE VALVE	0.00	EA	-	\$ -
20" GATE VALVE	0.00	EA	-	\$ -
CONN. TO EXISTING	0.00	EA	-	\$ -
Subtotal				\$ -
Developer Size Water Main				
16" DIP WM	0.00	LF	-	\$ -
16" GATE VALVE	0.00	EA	-	\$ -
CONN. TO EXISTING	0.00	EA	-	\$ -
Subtotal				\$ -
Upsized Total				\$ -
Mobilization	0.00	%		\$ -
County Fees	0.00	%		\$ -
<u>Upsized Grand Total</u>				<u>\$ -</u>
DeveloperTotal				\$ -
Mobilization	0.00	%		\$ -
County Fees	0.00	%		\$ -
<u>Developer Grand Total</u>				<u>\$ -</u>
<u>Difference</u>				<u>\$ -</u>

Notes:

* Mobilization cost shall not exceed 5% of the Total cost.

** Main installation price per linear foot includes installation costs, fittings and restraints, backfill and compaction, restoration, and testing.

Exhibit "C"
Standard Bid Form and Pay Items

ITEM	QUANTITY	U/M	UNIT PRICE	TOTAL
Hamlin Trail				
Upsized Force Main				
30" PVC FM	0.00	LF	-	\$ -
30" PLUG VALVE	0.00	EA	-	\$ -
CONN. TO EXISTING	0.00	EA	-	\$ -
Subtotal				\$ -
Developer Size Force Main				
20" PVC FM	0.00	LF	-	\$ -
16" PVC FM	0.00	LF	-	\$ -
20" PLUG VALVE	0.00	EA	-	\$ -
16" PLUG VALVE	0.00	EA	-	\$ -
CONN. TO EXISTING	0.00	EA	-	\$ -
Subtotal				\$ -
Upsized Water Main				
20" WM DIP	0.00	LF	-	\$ -
20" GATE VALVE	0.00	EA	-	\$ -
CONNECT TO EXISTING	0.00	EA	-	\$ -
Subtotal				\$ -
Developer Size Water Main				
16" WM DIP	0.00	LF	-	\$ -
16" GATE VALVE	0.00	EA	-	\$ -
CONNECT TO EXISTING	0.00	EA	-	\$ -
Subtotal				\$ -
Upsized Grand Total				\$ -
Mobilization	0.0	%		\$ -
County Fees	0.0	%		\$ -
Upsized Grand Total				\$ -
Developer Grand Total				\$ -
Mobilization	0.0	%		\$ -
County Fees	0.0	%		\$ -
Developer Grand Total				\$ -
Difference				\$ -

Notes:

* Mobilization cost shall not exceed 5% of the Total cost.

** Main installation price per linear foot includes installation costs, fittings and restraints, backfill and compaction, restoration, and testing.

Exhibit "C"
Standard Bid Form and Pay Items

ITEM	QUANTITY	U/M	UNIT PRICE	TOTAL
Southern Extension				
Upsized Force Main				
30" PVC FM	0.00	LF	-	\$ -
30" PLUG VALVE	0.00	EA	-	\$ -
CONN. TO EXISTING	0.00	EA	-	\$ -
Subtotal				\$ -
Developer Size Force Main				
16" PVC FM	0.00	LF	-	\$ -
16" PLUG VALVE	0.00	EA	-	\$ -
CONN. TO EXISTING	0.00	EA	-	\$ -
Subtotal				\$ -
Upsized Water Main				
20" DIP WM	0.00	LF	-	\$ -
20" GATE VALVE	0.00	EA	-	\$ -
CONNECT TO EXISTING	0.00	EA	-	\$ -
Subtotal				\$ -
Developer Size Water Main				
16" DIP WM	0.00	LF	-	\$ -
16" GATE VALVE	0.00	EA	-	\$ -
CONNECT TO EXISTING	0.00	EA	-	\$ -
Subtotal				\$ -
Upsized Grand Total				\$ -
Mobilization	0.00	%		\$ -
County Fees	0.00	%		\$ -
Upsized Grand Total				\$ -
Developer Grand Total				\$ -
Mobilization	0.00	%		\$ -
County Fees	0.00	%		\$ -
Developer Grand Total				\$ -
Difference				\$ -

Notes:

* Mobilization cost shall not exceed 5% of the Total cost.

** Main installation price per linear foot includes installation costs, fittings and restraints, backfill and compaction, restoration, and testing.

Exhibit "D"
COUNTY's Maximum Cost Obligation

Decription	Amount
"Not to Exceed" Construction Reimbursement Total:	\$3,036,763.37
Design Contribution (lump sum amt.):	<u>\$99,000.00</u>
COUNTY's Maximum Cost Obligation:	\$3,135,763.37

NOTE: STORMWATER STORAGE AND TREATMENT TO BE PROVIDED OUTSIDE THE MASTER PUMP STATION TRACT.

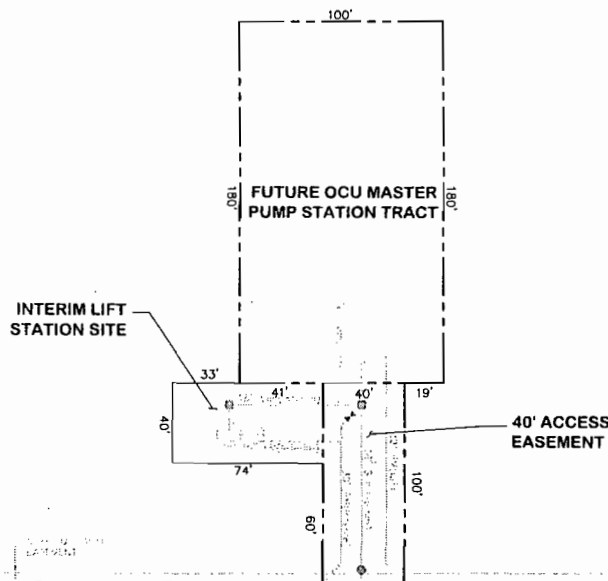


EXHIBIT "E"

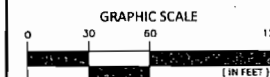


**KELLY,
COLLINS &
GENTRY, INC.**

1700 NORTH ORANGE AVENUE, SUITE 400
ORLANDO, FLORIDA 32804
(407) 898-7858 FAX (407) 898-1488

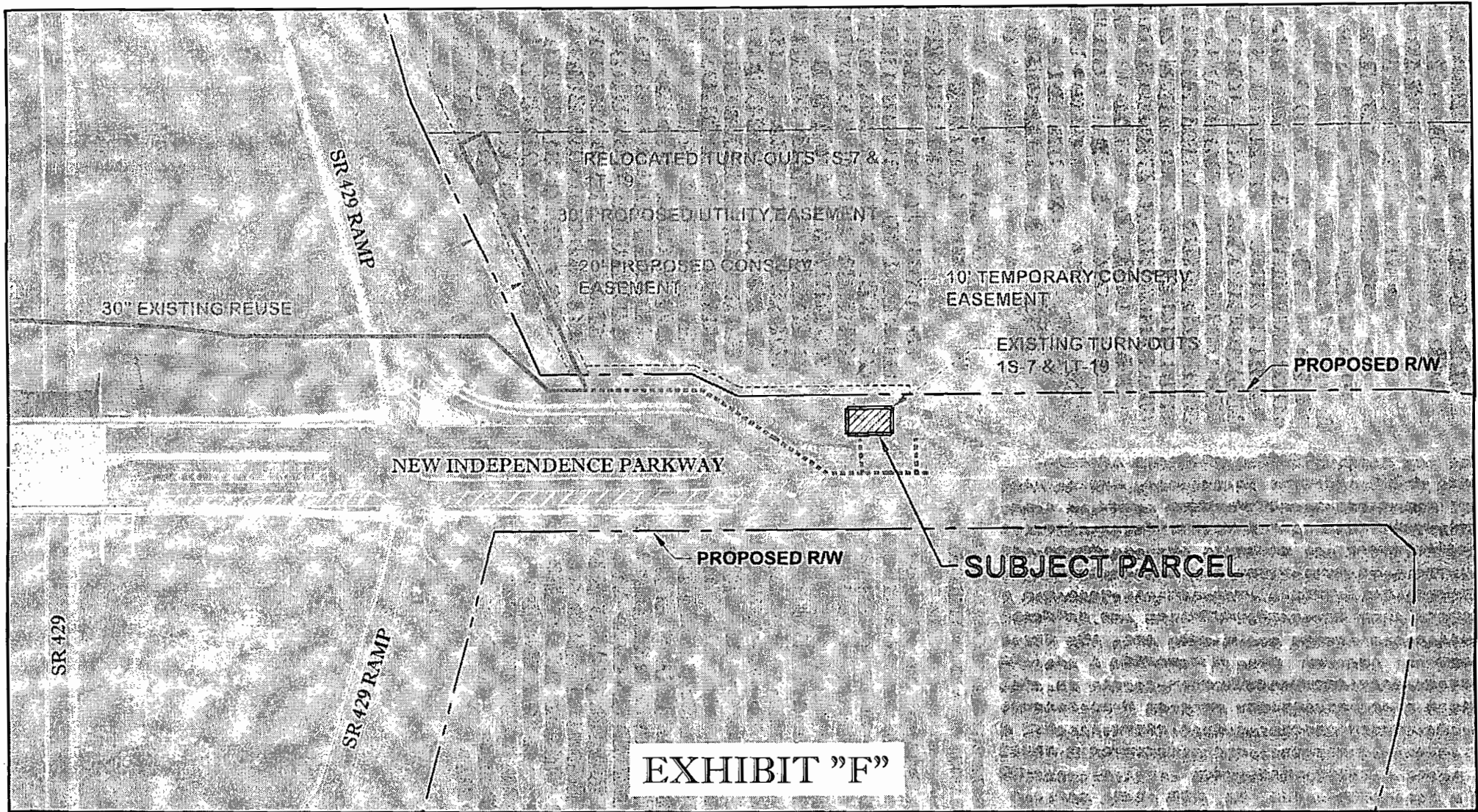
MASTER PUMP STATION EXHIBIT
HORIZON WEST - TOWNCENTER
ORANGE COUNTY, FL

SLF IV / BOYD HORIZON WEST JV, LLC
7583 W SAND LAKE RD
ORLANDO, FL 32826



DRAWN: GRR
DESIGN: SMG
CHECKED: SMG
JOB NO.: 927.000
DATE: 6/3/12

EXHIBIT
E

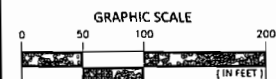


**KELLY,
COLLINS &
GENTRY, INC.**

1700 NORTH ORANGE AVENUE, SUITE 400
ORLANDO, FLORIDA 32804
(407) 898-7858 FAX (407) 898-1488

EXISTING CONSERV II PARCEL WITHIN ORANGE COUNTY R/W
HORIZON WEST - TOWNCENTER
ORANGE COUNTY, FL

SLF IV / BOYD HORIZON WEST JV, LLC
7583 W SAND LAKE RD
ORLANDO, FL 32826



N

DRAWN: GRR
DESIGN: SMG
CHECKED: SMG
JOB NO.: 927.000
DATE: 6/1/12

EXHIBIT
F



AGENDA

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 June 26, 2012 Agenda

I. CONSENT AGENDA

A. 1. through F. 1. – See June 26, 2012 Agenda.

F. GROWTH MANAGEMENT DEPARTMENT

2. Approval of Adequate Public Facilities Agreement for Stillwater Crossings and Center Bridge PD Parcel SC-11, SC-12, SC-14, SC-15 and SC-16 between Orange County and JEN Florida V, LLC. District 1. **(Roadway Agreement Committee)**

A. 1. through I. 1. – See June 26, 2012 Agenda.

J. OFFICE OF PUBLIC ENGAGEMENT AND CITIZEN ADVOCACY

1. Approval of Florida Department of Children and Families Standard Contract, Contract No. LD974 and Certification for Contracts, Grants, Loans and Cooperative Agreements Contract #LD974, for the period of June 26, 2012 through June 26, 2015 in the amount of \$836,881. **(Office for A Drug Free Community)**



Interoffice Memorandum

June 21, 2012

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

FROM: James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee
407 836-7370

SUBJECT: June 26, 2012 – Consent Item
Adequate Public Facilities Agreement for
Stillwater Crossings and Center Bridge PD Parcels SC-11, SC-12, SC-14,
SC-15, and SC-16

The Roadway Agreement Committee has reviewed an Adequate Public Facilities Agreement for Stillwater Crossings and Center Bridge PD Parcels SC-11, SC-12, SC-14, SC-15, and SC-16 ("Agreement") between Jen Florida V, LLC and Orange County. The Agreement contemplates that Parcels SC-11, SC-12, SC-14, SC-15 and SC-16 contain approximately 139.92 acres of net developable land and the APF/TDR Ordinance requires 1 acre of public facilities to be provided for every 6.5 acres of net developable land. The APF Ratio requires the dedication of approximately 21.52 acres of public facilities land. Through this agreement Jen Florida V, LLC shall convey by plat 10.67 acres consisting of 8.76 acres of APF Road Right-of-Way and 1.91 acres of Stormwater Management Facilities. These dedications will create a deficit of 10.85 acres of APF Credit, which will be made up through the assignment of credits to be transferred from other owners/developers within the Village of Bridgewater as shown on Exhibit C.

The Roadway Agreement Committee approved the Adequate Public Facilities Agreement for Stillwater Crossings and Center Bridge PD Parcels SC-11, SC-12, SC-14, SC-15 and SC-16 on February 15, 2012.

The Specific Project Expenditure Report and Relationship Disclosure Forms are attached and on file with the Transportation Planning Division.

ACTION REQUESTED: Approval of Adequate Public Facilities Agreement for Stillwater Crossings and Center Bridge PD Parcel SC-11, SC-12, SC-14, SC-15, and SC-16 between Orange County and JEN Florida V, LLC. District 1

Attachments
JEH|HEGB:rep

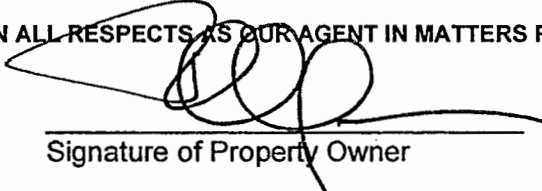
AGENT AUTHORIZATION FORM



FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) Jen Florida V, LLC, AS THE OWNER(S) OF THE
REAL PROPERTY DESCRIBED AS FOLLOWS, 09-23-27-0000-007, 10-23-27-0000-00-003, 15-23-27-0000-00-001, DO
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), VHB MillerSellen Representatives,
TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED
AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Orange County APF Agreement, AND TO
APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS
APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 1/16/12


Signature of Property Owner

R. J. A. Jernan
Print Name Property Owner

Date: _____

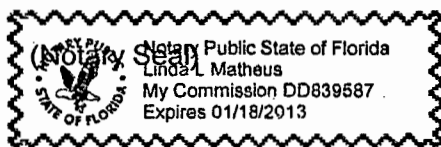
Signature of Property Owner

Print Name Property Owner

STATE OF FLORIDA
COUNTY OF Seminole:

I certify that the foregoing instrument was acknowledged before me this 16th day of January
2012 by R. J. A. Jernan. He/~~she~~ is personally known to me or ~~has~~ produced
as identification and ~~did~~ did not take an oath.

Witness my hand and official seal in the county and state stated above on the 16th day of
January, in the year 2012.



Linda L. Matheus
Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: 01/18/2013

Legal Description(s) or Parcel Identification Number(s) are required:
PARCEL ID #: <u>09-23-27-0000-007, 10-23-27-0000-00-003, 15-23-27-0000-00-001</u>
LEGAL DESCRIPTION:

For Staff Use Only:

Initially submitted on 1/18/2012

Updated on _____

Project Name (as filed) Bridgewater Stillwater Crossing PD Se-11, 15

Case Number RAG-11-08-012

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE
COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

For
staff
use
only

Part I

INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:

Name: Ten Florida V, LLC

Business Address (Street/P.O. Box, City and Zip Code): 1750 W. Broadway
Suite 111, Oviedo FL 32765

Business Phone (407) 542-4909

Facsimile (407) 542-4911

INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:

Name: N/A

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone () _____

Facsimile () _____

INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:

(Agent Authorization Form also required to be attached)

Name: N/A

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone () _____

Facsimile () _____

For Staff Use Only:

Initially submitted on 01/18/2012

Updated on _____

Project Name (as filed) Bridgewater-Stillwater Crossing PD Sec 11, 12, 14,

Case Number RAG-11-08-012

Part II

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A
RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

☐ YES ☒ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE
OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

☐ YES ☒ NO

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME
OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY
MEMBER OF THE BCC? (When responding to this question please consider all
consultants, attorneys, contractors/subcontractors and any other persons who may have
been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with
obtaining approval of this item.)**

☐ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and
explain the relationship:

(Use additional sheets of paper if necessary)

For Staff Use Only:

Initially submitted on 01/18/2012

Updated On _____

Project Name (as filed) Bridge over Stillwater Crossing PD SC-11, 12, 14, 15 and 16
Case or Bid No. RAG-11-08-012

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 1/16/12

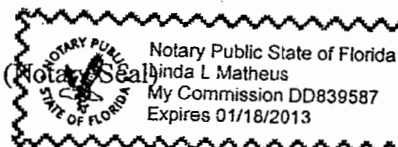
Signature of a Principal or ☐ Principal's Authorized Agent

(check appropriate box)
PRINT NAME AND TITLE: R. L. A. Jerman
VP

STATE OF FLORIDA :
COUNTY OF Seminole :

I certify that the foregoing instrument was acknowledged before me this 16th day of January, 2012 by R. L. A. Jerman. He/she is personally known to me or has produced as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 16th day of January in the year 2012.



Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 01/18/2013

State signature and date of receipt for form

State may use a form and to notaries to the recovery of costs of the information provided herein.

For Staff Use Only:

Initially submitted on 01/18/2012

Updated On _____

Project Name (as filed) Bankwater Stillwater Crossing PD SC-11,12,14,15 and 16

Case or Bid No. PAG-11-08-D12

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals.
This form shall remain cumulative and shall be filed with the department processing your application.
Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: ☒

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Jen Florida V, LLC

Name and Address of Principal's Authorized Agent, if applicable: 1750 W. Broadway

Sato III, Oviedo, FL 32765

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ☒
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ☒
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ☒
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ☒
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ☒
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ☒
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ☒
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ☒

For Staff Use Only:

Initially submitted on 01/18/2012

Updated On _____

Project Name (as filed) Bridge over Stillwater Crossing PD SC-11,12,14,15 and 16

Case or Bid No. RAG-11-08-012

Part II Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	\$ <u>0</u>

OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on 01/18/2012

Updated on _____

Project Name (as filed) Endeavour Stillwater Crossing RD, SC-1

Case Number RAG-11-082012 12/14, 15 and 1

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

[Signature]
Signature of Owner, Contract Purchaser
or Authorized Agent

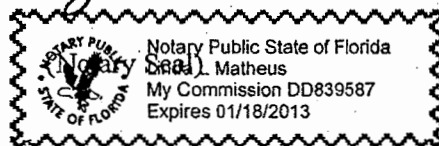
Date: 1/16/12

Print Name and Title of Person completing this form: _____

STATE OF FLORIDA :
COUNTY OF Seminole :

I certify that the foregoing instrument was acknowledged before me this 16 day of January, 2012 by Richard A. Jern. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 16th day of January, in the year 2012.



Linda L. Matheus
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 01/18/2013

Staff signature and date of receipt of form: _____

This instrument prepared by and after
Recording return to:
Grant T. Downing, Esquire
Godbold, Downing & Bill, P.A.
222 W. Comstock Ave., Suite 101
Winter Park, FL 32789

Tax Parcel ID No(s): 102327-0000-00-003; 152327-000-00-001; 09-23-27-0000-00-00007

**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR STILLWATER CROSSINGS AND CENTER BRIDGE PD PARCELS SC-11, SC-12,
SC-14, SC-15, and SC-16**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR STILLWATER CROSSINGS AND CENTER BRIDGE PD PARCELS SC-11, SC-12, SC-14, SC-15, and SC-16 (the "**Agreement**"), effective as of the latest date of execution (the "**Effective Date**") , is made and entered into by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose address in P.O. Box 1393, Orlando, Florida 32802-1393 ("**County**") and JEN Florida V, LLC, a Delaware limited liability company, whose address is 1750 W. Broadway Street, Suite 111, Oviedo, FL 32765 ("**Owner**").

RECITALS:

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

B. The PD Property is identified on the Orange County Comprehensive Plan 2010 (the "**Comprehensive Plan**") Future Land Use map with the "**Village**" land use designation.

C. The PD Property constitutes a portion of STILLWATER CROSSINGS AND CENTER BRIDGE PD as the same is described and depicted in the VILLAGE OF BRIDGEWATER Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the "**BCC**") on November 16, 2004 (the "**VILLAGE OF BRIDGEWATER SAP**"). This portion of the STILLWATER CROSSINGS AND CENTER BRIDGE PD PARCELS SC-11, SC-12, SC-14, SC-15, and SC-16 was added to the PD on July 18, 2006 by the Board of County Commissioners of Orange County, Florida. This property was not originally included in the existing developer's agreement for STILLWATER CROSSINGS AND CENTER BRIDGE NEIGHBORHOOD PD dated July 27, 1999.

D. The PD Property is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive Policy Plan ("**CPP**") amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result of a public private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus building

process that was summarized in the Horizon West Study Report issued February 7, 1995. Subsequently the BCC funded and adopted the VILLAGE OF BRIDGEWATER Specific Area Plan as a model for development of Specific Area Plans. The STILLWATER CROSSINGS AND CENTER BRIDGE PD has relied on the prior approvals of the Horizon West Study and the VILLAGE OF BRIDGEWATER SAP, and on the STILLWATER CROSSINGS AND CENTER BRIDGE PD approvals and studies included in the SAP.

E. The VILLAGE OF BRIDGEWATER SAP contemplates certain residential uses within the PD Property.

F. OWNER desires to develop the PD Property in accordance with the Stillwater Crossings and Center Bridge Planned Development Land Use Plan ("**PD Land Use Plan**") submitted by OWNER TO COUNTY and with the PD zoning application on file with COUNTY.

G. The Village of Bridgewater SAP Goals, Objectives and Policies contained in the Future Land Use Element of the Comprehensive Plan have been implemented through Chapter 30, Article XIV of the Orange County Code ("**APF/TDR Ordinance**"), which were adopted by the BCC on May 20, 1997, and amended on March 23, 1999.

H. Division 2 of the APF/TDR Ordinance requires that OWNER either convey to COUNTY, or enter into a developer's agreement addressing the conveyance to the COUNTY of, adequate public facilities lands.

I. If OWNER is unable to convey sufficient adequate public facilities lands to COUNTY, the APF/TDR Ordinance at Section 30-712(3), requires that the COUNTY and OWNER address in the developer's agreement the payment or credit of an adequate public facility lands fee prior to COUNTY's approval of the STILLWATER CROSSINGS AND CENTER BRIDGE PD.

J. The parties have agreed that this Agreement constitutes the aforementioned developer's agreement referenced in Division 2 of the APF/TDR Ordinance.

K. It is the intent of the parties that the COUNTY will consider approval of STILLWATER CROSSINGS AND CENTER BRIDGE PD with its consideration of this Agreement.

L. The PD Property contains approximately 139.92 acres of net developable land, and Section 30-714 of the APF/TDR Ordinance requires 1 acre of public facilities acreage for every 6.5 acres of net developable land (the "**APF Ratio**").

M. When applied to the PD Property, the APF Ratio requires approximately 21.52 acres of public facilities lands.

N. As shown on the PD Land Use Plan for the STILLWATER CROSSINGS AND CENTER BRIDGE PD, and as described in this Agreement, OWNER is providing adequate public facilities land to the COUNTY.

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

AGREEMENT

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

2. Dedication of APF Land by Owner. The owner shall convey land for APF ("APF Land") as follows:

- | | | |
|-----|---|--------------------------|
| (a) | APF Road Right of Way
("APF Road ROW") | approximately 8.76 acres |
| (b) | Stormwater Management Facilities
(21.8% of APF Road ROW) | approximately 1.91 acres |

The APF Road ROW and Stormwater Management Facilities may collectively be referred to hereinafter as the APF Land.

3. APF Status. THE STILLWATER CROSSINGS AND CENTER BRIDGE PD APF Ratio requires that the Owner convey to the County approximately 21.52 acres of land. This agreement provides for conveyance of approximately 10.67 acres of APF Land (approximately 8.76 acres for APF ROW and approximately 1.91 acres for supporting Stormwater Management Facilities). Owner has acquired APF credits pursuant to the Assignment of APF Credits attached hereto as **Exhibit "C"** (the "**Assignment**"), which APF credits exist pursuant to Section 9.2 of the STILLWATER CROSSINGS AND CENTER BRIDGE NEIGHBORHOOD PD WITHIN THE VILLAGE OF BRIDGEWATER DEVELOPMENT AGREEMENT dated July 27, 1999. The conveyance of the APF Land referenced in Paragraph 2 above (10.67 acres) plus the assignment of the credits set forth in the Assignment satisfy the APF Ratio requirements. The APF Credits to be assigned pursuant to the Assignment shall be delivered to the County for cancellation on the appropriate records of the County as a condition of the first platting of the PD Property.

4. Conveyance Procedure. The conveyance of the APF Land shall be by plat dedication, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. Owner shall pay all costs associated with the conveyance of the APF Land, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the APF Land shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to Orange County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between

November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance; and

a) *Title Policy.* Thirty (30) days prior to conveyance, Owner shall deliver to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of the conveyance of the APF Land; and

b) *Environmental Audit.* Thirty (30) days prior to conveyance, Owner shall submit to County a current (within six (6) months of conveyance to County) Phase I environmental audit of the areas encompassed by the APF Land. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-05. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owner shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the APF Land, one of the following events shall occur: (i) Owner shall remediate the APF Land to County's satisfaction prior to the conveyance; or (ii) Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option; and

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

5. Refinement of Size and Location of APF Land. The size and location of all APF Land as depicted on the Master PD Land Use Plan is approximate; although the final size and location shall be substantially similar to that shown on the STILLWATER CROSSINGS AND CENTER BRIDGE PD Land Use Plan. The dimensions and locations for a particular component of the APF Land shall be finalized by County and Owner prior to County approval of the Preliminary Subdivision Plan or Development Plan ("PSP/DP") that includes the particular APF Road ROW, and shall be in full compliance with this Agreement. The County and the Owner agree that the legal descriptions used to convey the area of APF Land to County may be revised based upon final engineering.

6. Continuing Occupancy by Owner Prior to Use by County. Pursuant to Section 30-714(c), Orange County Code, Owner acknowledges and agrees that development on its applicable portion of the PD shall not proceed beyond five percent (5%) of an approved development plan prior to the conveyance of the APF Land to the County or, in the alternative, payment by Owner of the appropriate fee in lieu of conveyance as described in Section 30-714(d), Orange County Code. County acknowledges and agrees that from and after conveyance of the APF Land to County, but prior to use thereof by County for its intended purpose, Owner shall have the right, but not the obligation, to enter the conveyed APF Land in order to grade it and to import or export fill material in accordance with an approved grading permit and/or excavation fill permit. Further, Owner agrees to relinquish control of the APF Land to County

upon demand by County after sixty (60) days' notice. Until such demand by County, Owner may continue to use the APF Land in a manner not inconsistent with County's intended use. In the event that Owner opts to exercise any of such rights, County and Owner shall first enter into a mutually acceptable separate written agreement and/or lease for the purpose of more specifically evidencing the rights, duties and obligations of Owner and County as contemplated by this Section, which written agreement and/or lease may provide for, among other things (i) the continued occupation and use by Owner of the conveyed lands until the expiration or termination of such written agreement and/or lease, (ii) the method of termination of the written agreement and/or lease, and (iii) the right of Owner to continue use of such land in a manner not inconsistent with the County's intended use.

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

7. Recording. This Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within thirty (30) days after the Effective Date.

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

(a) Limitations on County's Remedies. Upon any failure by OWNER to perform its obligations under Agreement, COUNTY shall be limited strictly to only the following

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

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

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

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

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

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

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

11. Notices. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to

the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

COUNTY: Orange County, Florida, c/o County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407/836-7370

With copies to: Orange County Growth Management Department
Manager, Planning Division
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407/836-5600

Orange County Growth Management Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-8070
Telephone: 407/836-8070

OWNER: JEN Florida V, LLC
1750 W. Broadway Street
Suite 111
Oviedo, FL 32765
Telephone: 407/542-4909

With copies to: Grant T. Downing, Esquire
Godbold, Downing & Bill, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789
Telephone: 407/647-4418

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

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

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

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

16. Survival. The obligations of this Agreement shall survive the conveyance of the APF Land to COUNTY.

17. Amendments. No amendment, modification, or other change in this Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

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

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

20. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

JEN FLORIDA V, LLC, a Delaware
limited liability company
1750 W. Broadway Street
Suite 111
Oviedo, FL 32765

By: [Signature]
Print Name: Richard A. Jerman
Title: VP
Date: 5/23/12

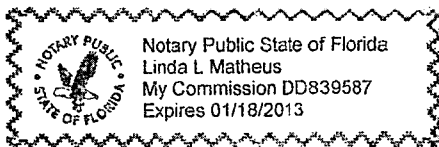
WITNESSES:

[Signature]
Print Name: Mary Toblin
[Signature]
Print Name: Tina Myers

STATE OF FLORIDA
COUNTY OF ORANGE Seminole

The foregoing instrument was acknowledged before me by Richard A. Jerman of Jen Florida V, LLC, who is known by me to be the person described herein and who executed the foregoing, this 23rd day of May, 2012. ~~She~~/He is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of May, 2012.



[Signature]
Notary Public
Print Name: LINDA MATHEUS
My Commission Expires: 01/18/2013

EXHIBIT “A”

[Project Location Map]

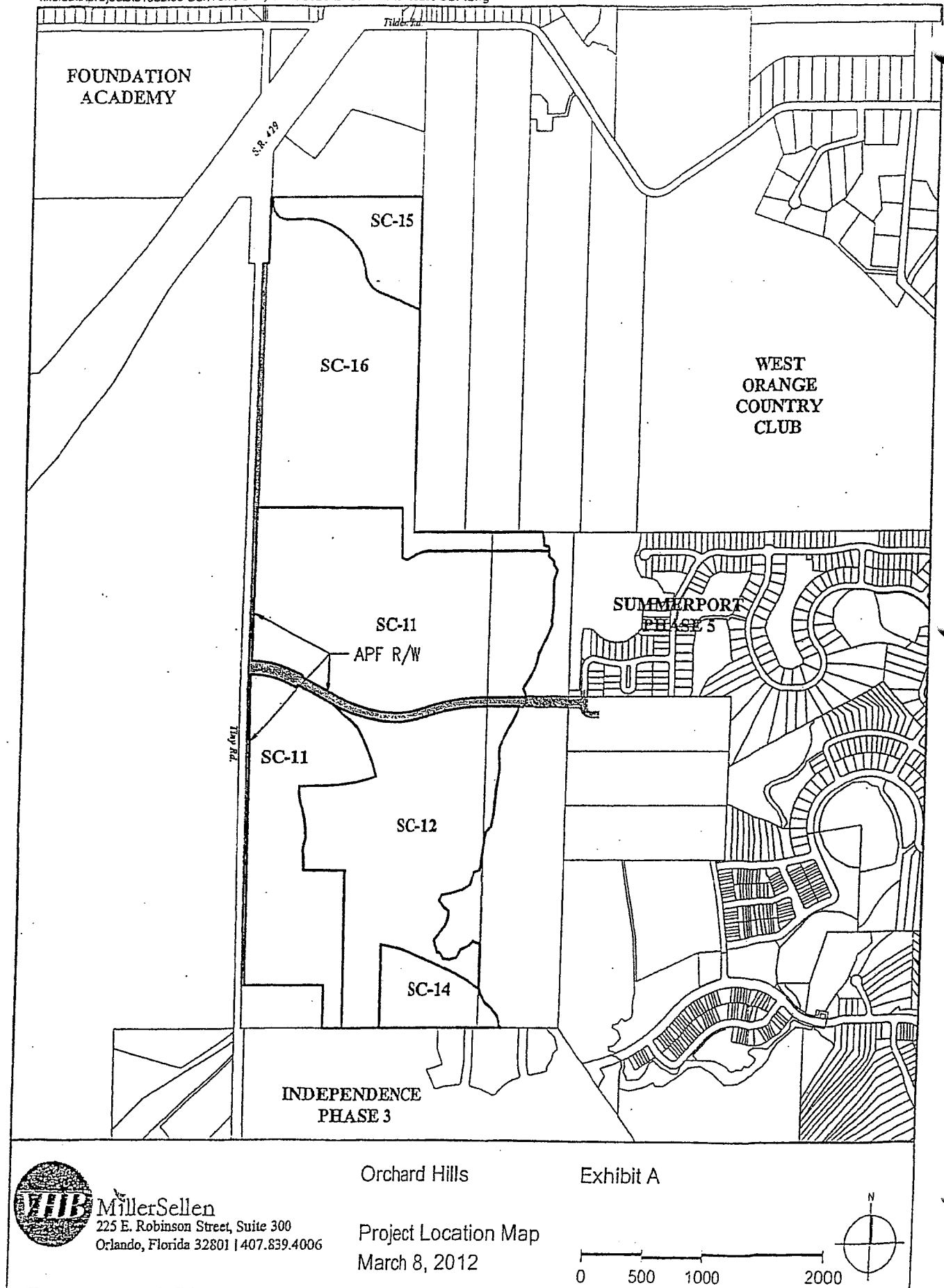


EXHIBIT "B"

[Legal Description]

(legals from title commitments for "Daniels" and "Dreyfus")

A parcel of land located in Sections 9, 10, 15 and 16, Township 23 South, Range 27 East, being the South three-quarters of the East quarter of Section 9, Township 23 South, Range 27 East (Less the West 30 feet for road Right-of-Way), and less Parcel 226 set forth in the final judgment recorded December 5, 2002 in Official Records Book 6691, Page 1391, Public Records of Orange County, Florida and the West half of the Southwest Quarter of the Southwest Quarter of Section 10, Township 23 South, Range 27 East, and the West Quarter of the Northwest Quarter of Section 15, Township 23 South, Range 27 East, and the East half of the Northeast Quarter of Section 16, Township 23 South, Range 27 East (Less the South half of the Southwest Quarter of Southwest Quarter of Northeast Quarter and Less West 30 feet for road Right-of-Way), all lying in Orange County, Florida, said parcel being more particularly described as follows:

Commence at the Northeast corner of said Section 9 for a point of reference, thence run South 00 degrees 03 minutes 07 seconds East, along the East line of said Section 9, a distance of 1332.44 feet to the Point of Beginning thence continuing along said East line of Section 9, run South 00 degrees 03 minutes 07 seconds East, 1332.44 feet to the Southeast corner of the Northeast Quarter of said Section 9; thence run South 00 degrees 06 minutes 12 seconds West, along said East line of Section 9, a distance of 1321.76 feet to a point lying on the North line of the West one-half of the Southwest Quarter of the Southwest Quarter of said Section 10; thence run North 89 degrees 35 minutes 54 seconds East, along said North line of the West one-half of the Southwest Quarter of the Southwest Quarter of Section 10, a distance of 665.11 feet to a point lying on the East line of the West one-half of the Southwest Quarter of the Southwest Quarter of said Section 10; thence run South 00 degrees 02 minutes 04 seconds East, along said East line of the West one-half of the Southwest Quarter of the Southwest Quarter of Section 10, a distance of 1322.03 feet to the Northeast corner of the West Quarter of the Northwest Quarter of said Section 15; thence run South 00 degrees 01 minutes 27 seconds East, along the East line of said West Quarter of the Northwest Quarter of Section 15, a distance of 2641.06 feet to the Southeast corner of the West Quarter of the Northwest Quarter of said Section 15; thence run South 89 degrees 40 minutes 42 seconds West, along the South line of said Northwest Quarter of Section 15, a distance of 666.82 feet to the Southeast corner of the Northeast Quarter of said Section 16; thence run South 89 degrees 36 minutes 09 seconds West, along the South line of said Northwest Quarter of Section 16, a distance of 670.59 feet to a point lying on the East line of the South one-half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 16; thence run, along said East line and the North line of said South one-half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 16, the following courses: North 00 degrees 15 minutes 47 seconds West, 330.13 feet; South 89 degrees 36 minutes 33 seconds West, 641.79 feet to a point lying on the East Right-of-Way line of Tiny Road; thence North 00 degrees 28 minutes 12 seconds West, along said East Right-of-Way line 2311.25 feet; thence run North 00 degrees 24 minutes 30 seconds East, along said East Right-of-Way line, 3944.54 feet to a point lying on the North line of the South three-quarters of the East Quarter of said Section 9; thence run South 89 degrees 59 minutes 12 seconds East, along said North line of the South three-quarters of the East Quarter of Section 9, a distance of 1304.40 feet to the Point of Beginning.

Less and Except Parcel 236 set forth in the final judgment recorded December 5, 2002 in Official Records Book 6691, Page 1391, Public Records of Orange County, Florida, described as follows:

A portion of the Northeast ¼ of Section 9, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast ¼ of said Section 9; thence North 00 degrees 02 minutes 24 seconds West, along the East line of the Northeast ¼ of said Section 9, a distance of 1332.42 feet to the Northeast corner of the Southeast ¼ of the Northeast ¼ of said Section 9; thence South 39 degrees 55 minutes 14 seconds West, along the North line of the South ¼ of said Section 9, a distance of 1254.51 feet to the Point of Beginning; thence departing said North line, run South 00 degrees 22 minutes 57 seconds West 521.43 feet; thence North 59 degrees 37 minutes 03 seconds West, 50.00 feet to the Easterly Right-of-Way line of Tiny Road (as now established); thence North 00 degrees 22 minutes 57 seconds East, along said Easterly Right-of-Way line, a distance of 521.03 feet to the aforesaid North line of the South ¼ of said Section 9; thence departing said easterly Right-of-Way line, run North 19 degrees 55 minutes 14 seconds East along said North line, a distance of 50.00 feet to the Point of Beginning.

COMMENCE at the Northwest corner of the Northwest 1/4 of aforesaid Section 15 thence run South 00°03'05" East along the West line of the Northwest 1/4 of said Section 15 for a distance of 204.23 feet to the Southwest corner of said Northwest 1/4 of Section 15 thence departing said West line thence run North 83°47'16" East along the South line of said Northwest 1/4 of Section 15 for a distance of 667.59 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 15, also being the POINT OF BEGINNING; thence departing said South line run North 00°02'45" West along said East line for a distance of 308.20 feet; thence departing said East line run South 11°59'22" East for a distance of 432.55 feet; thence run South 31°55'45" East for a distance of 252.25 feet; thence run South 54°37'12" East for a distance of 46.30 feet; thence run South 0°06'05" East for a distance of 716.84 feet; thence run South 34°45'52" East for a distance of 30.33 feet; thence run South 120°07'00" East for a distance of 35.88 feet to a point on said East line; thence departing said East line for a distance of 35.88 feet to a point on aforesaid

EXHIBIT "C"

ASSIGNMENT OF ADEQUATE PUBLIC FACILITIES CREDITS

ASSIGNMENT OF ADEQUATE PUBLIC FACILITIES CREDITS

THIS ASSIGNMENT OF ADEQUATE PUBLIC FACILITIES CREDITS ("Assignment") is executed and delivered as of this 24th day of February, 2012 (the "Effective Date"), by SUMMERPORT LAND COMPANY, INC., a Florida corporation ("Summerport"), and BRIDGEWATER PLANNING, LLC, a Florida limited liability company ("Bridgewater") (collectively, Summerport and Bridgewater are "Assignor"), to JEN FLORIDA V, LLC, a Delaware limited liability company ("JEN") (the "Assignee").

RECITALS:

This Assignment is executed and delivered by Assignor and Assignee on the basis of the following facts, intentions and understandings:

A. Assignor and Assignee have previously entered into that certain Agreement dated November 9, 2011 with respect to certain property located in the Village of Bridgewater, Orange County, Florida, and referred to therein as the Dreyfus Property (the "Property") (the "Agreement"); and

B. JEN has entered into a contract to purchase the Property and intends to develop the Property in accordance with that certain Stillwater Crossing and Center Bridge Neighborhood Development Agreement dated July 27, 1999 by and between Orange County, Florida ("County") and Bridgewater Development Company, Inc. ("Bridgewater Development") (the "Development Agreement"); and

C. SECTION 9.2 of the Development Agreement provides for the transfer or assignment of certain Adequate Public Facilities (as the term is defined in the County Adequate Public Facilities Ordinance) ("APF") credits which are associated with the Property by Bridgewater Development to another entity developing the Property, upon written notice to the County; and

D. Section 4 of the Agreement provides Assignee may use the APF credits referred to in Section 9.2 of the Development Agreement, which APF credits are now controlled by Assignor (and which will be more specifically identified herein); and

E. Assignor desires to assign all of its right, title and interest in and to the APF Credits to Assignee and to provide notice of such assignment to the County, on the following terms and conditions:

NOW, THEREFORE, in consideration of the purchase of the Property by Assignee from Assignor, Assignor hereby agrees as follows:

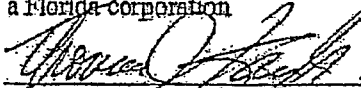
1. Recitals. The foregoing Recitals are true and correct and are incorporated herein.
2. Assignment and Conveyance. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the following APF credits associated with the Property as is more specifically set forth on Exhibit "A" attached hereto and made a part hereof ("APF Credits").
3. Assumption. Assignee hereby accepts such assignment and assumes all obligations of Assignor with respect to the APF Credits arising from and after the Effective Date.
4. Indemnity. Assignor shall indemnify, defend by counsel acceptable to Assignee, and hold harmless Assignee for, from and against any and all claims, loss, cost, liability and expense (including, without limitation, reasonable attorneys' fees and costs) arising out of or in connection with the APF Credits and arising from events which occurred before the Effective Date or occurring or existing prior to the Effective Date. Assignee shall indemnify, defend by counsel acceptable to Assignor, and hold harmless Assignor for, from and against any and all claims, loss, cost, liability and expense (including, without limitation, reasonable attorneys' fees and costs) arising out of or in connection with the APF Credits and arising from events which occur on or after the Effective Date.
5. Successors and Assigns. All of the terms, covenants and conditions set forth herein shall be binding upon Assignor and its successors and assigns and inure to the benefit of the Assignee and its successors and assigns.
6. Counterpart Signature. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute one and the same instrument.
7. Notice. This Assignment shall constitute written notice to the County under Section 9.2 of the Development Agreement with respect to transfer of the APF Credits.

SIGNATURES ON FOLLOWING PAGE

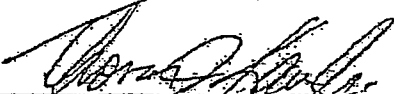
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

SUMMERPORT LAND COMPANY, INC.,
a Florida corporation


Print Name: Thomas J. Kerr, Jr.

BRIDGEWATER PLANNING, LLC, a Florida
limited liability company


Print Name: Thomas J. Kerr, Jr.

ASSIGNEE:

JEN FLORIDA V, LLC,
a Delaware limited liability company



Print Name: Richard A. Jerman

EXHIBIT "A"

10.85 acres of APF Credits assigned from the Total APF Acres Provided,
as listed in the Summary below.

Adequate Public Facilities (APF) Summary

PD Parcel I.D.	APF Type	Acres (1)	SC11, 12, 14, 15 & 16	PD Totals
CB5	Elementary School	15.00	0.00	15.00
SC3	Elementary School	13.50	0.00	13.50
Outside PD*	Middle School	32.00	0.00	32.00
CB7	Water Treatment Plant	2.00	0.00	2.00
CB11	Park	2.71	0.00	2.71
CB12	Park	4.72	0.00	4.72
CB13	Park	2.15	0.00	2.15
CB22	Park	2.69	0.00	2.69
CB23	Park	14.97	0.00	14.97
SC4	Park	5.50	0.00	5.50
SC7	Park	0.75	0.00	0.75
SC8	Park	1.90	0.00	1.90
N/A	Bike Trail	4.87	0.00	4.87
N/A	APF Road Right of Way	45.39	10.67	56.06
Total APF Acres Provided:		148.15	10.67	158.82
Required APF Ratio / Net Developable Acre:		6.5	6.5	6.5
Net Developable Acres in PD:		483.91	139.92	623.83
Total APF Acres Required:		74.45	21.52	95.97
Surplus/Shortage APF Acres:		73.70	-10.85	62.85
APF Credits Transferred out of PD**		-34.94	0.00	-34.94
Net Surplus/Shortage APF Acres:		38.76	-10.85	27.91

* Per Development Agreement

** OCNG Holdings, LLC (10.0 Ac.), Isles of Lake Hancock (7.94 Ac.) and Daryl M. Carter (17.0 Ac.)


(1) All other parcels within PD other than SC11, 12, 14, 15 & 16.




Interoffice Memorandum

June 21, 2012

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

THROUGH: Chris Testerman, Assistant County Administrator 

FROM: Carol Burkett, Director 
Office for A Drug Free Community

SUBJECT: June 26, 2012 - Consent Agenda Item
Florida Department of Children and Families Standard Contract LD974

The Florida Department of Children and Families has awarded the Orange County Office for A Drug Free Community with the Partnership for Success grant in the amount of \$836,881. Orange County is one of six counties in the state to receive this award. The funds will be used to prevent and reduce underage drinking among the 10 to-17-year-old population utilizing the Strategic Prevention Framework (SPF) process. The SPF process is designed to identify and implement relevant and appropriate evidence-based prevention practices that will reduce underage drinking in Orange County. The major goals of the grant include a 10% percent reduction across the targeted counties in the prevalence of 10 to-17-year olds past 30-day alcohol use, increase knowledge and awareness of local consumption patterns and related consequences, increase the perception of wrongfulness of underage alcohol consumption and increase the perception of harm from underage alcohol consumption and binge drinking.

The Partnership for Success grant will conduct a needs assessment and produce a logic model, develop a comprehensive community action plan, and an evaluation design and plan, as well as provide progress reports on evidence-based environmental practices that address the target population. The funds will also provide for a Substance Abuse Response Guide (SARG) Project Coordinator and SARG Assistants to conduct the needs assessments with our community-based partners, and develop the comprehensive community action and evaluation plans. There is no match funding required.

Action Requested: Approval of Florida Department of Children and Families Standard Contract, Contract No. LD974 and Certification for Contracts, Grants, Loans and Cooperative Agreements Contract #LD974, for the period of June 26, 2012 through June 26, 2015 in the amount of \$836,881.

Attachment

cc: Patria Morales, OMB
Jamilie Clemens, Finance

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and Orange County Board of County Commissioners, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

1. **Purpose.** The Department is engaging the Provider for the purpose of implementing evidence-based prevention strategies and build coalition capacity in support of Florida's continuing efforts to reduce underage drinking at state and community levels, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department.
2. **Effective and Ending Dates.** This contract shall begin on June 26, 2012, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern time, on June 26, 2015.
3. **Payment for Services.** The Department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed \$836,881.00 or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.
4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, I, II and III and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 19, 22, 23, 27, 31, and 35 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this Contract, the Provider shall without exception be aware of any compliance with State and Federal laws, rules and regulations relating to its performance under this Contract, including but not limited to those described in Section 34 of this Contract.
6. **Inspections and Corrective Action.** The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will limit the Department's termination rights under Section 30.
7. **Independent Contractor, Subcontracting and Assignments.**
 - a. In performing its obligations under this contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
 - b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.
 - c. The Provider shall not assign the responsibility for this contract to another party without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest; however, in no event may the Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld.
 - d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the lawful successors in interest of the Provider and the Department.
 - e. To the extent permitted by Florida Law, and in compliance with Section 7.c., the Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
 - f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.
 - g. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with section

287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Provider Liability and Indemnity. The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, claims and costs of every name and description, including attorneys' fees:

- a. arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement provided; however, that this indemnity shall not include that portion of any loss or damages proximately caused by the negligent act or omission of the Department. This indemnity specifically precludes compensation of the Provider for any obligations of any kind to any person, paid or unpaid, incurred as a result of a culpable act or omission of the Provider, its agents, employees or subcontractors.
- b. arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right associated with a service or product of the Provider; provided, however, that the foregoing obligation shall not apply to Department's misuse or modification of Provider's products or a Department's operation or use of Provider's products in a manner not contemplated by the contract. If any product is the subject of an infringement suit or claim or in the Provider's opinion is likely to become the subject of such a suit or claim, the Provider may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall, without limiting the Department's remedies at law for breach or nonperformance, remove the product and provide a fully-licensed replacement to the Department's satisfaction. The Department shall not be liable for any royalties. The Provider's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Provider, its officers, agents or subcontractors in the performance of this contract or delivered to the Department for the use of the Department, its employees, agents or contractors.
- c. arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 26.c., including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

9. Insurance. The Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. Upon the execution of this contract, the Provider shall furnish the Department written certification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

10. Notice of Legal Actions. The Provider shall notify the Department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the Department. The Department's contract manager will be notified within 10 days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

11. Client Risk Prevention. If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

12. Emergency Preparedness Plan. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.

- a. For the purpose of disaster planning, the term supervision includes the responsibility of the Department, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.
- b. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.
- c. An updated emergency preparedness plan shall be submitted by the Provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The Department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

13. Intellectual Property. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

- a. If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of the Contract and perpetually thereafter.
- b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.
14. **Real Property.** Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.
15. **Publicity.** Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Provider's prospective customers.
16. **Sponsorship.** As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.
17. **Employee Gifts.** The Provider agrees that it will not offer to give or give any gift to any Department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.
18. **Official Payee and Party Representatives**
- | | |
|---|--|
| a. The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:
Name: <u>Orange County Board of County Commissioners</u>
Address: <u>201 South Rosalind Avenue</u>

City: <u>Orlando</u> State: <u>FL</u> Zip Code: <u>32801</u>
Phone: <u>(407) 836-7370</u>
ext: _____ | c. The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:
Name: <u>Sean Matthews</u>
Address: <u>1317 Winewood Boulevard, Building 6, Room 316</u>

City: <u>Tallahassee</u> State: <u>FL</u> Zip Code: <u>32399-0770</u>
Phone: <u>(850) 717-4425</u>
ext: _____
e-mail: <u>Sean_Matthews@dcf.state.fl.us</u> |
| b. The name of the contact person and address, telephone, and e-mail address where financial and administrative records are maintained is:
Name: <u>Carol Burkett, Director</u>
Address: <u>109 E. Church Street, LL</u>

City: <u>Orlando</u> State: <u>FL</u> Zip Code: <u>32801</u>
Phone: <u>(407) 836-7319</u>
ext: _____
e-mail: <u>Carol.Burkett@ocfl.net</u> | d. The name, address, telephone number and e-mail of the representative of the Provider responsible for administration of the program under this contract is:
Name: <u>Carol Burkett, Director</u>
Address: <u>109 E. Church Street, LL</u>

City: <u>Orlando</u> State: <u>FL</u> Zip Code: <u>32801</u>
Phone: <u>(407) 836-7319</u>
ext: _____
e-mail: <u>Carol.Burkett@ocfl.net</u> |

Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

19. **Invoices.** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

20. **Final Invoice.** The final invoice for payment shall be submitted to the Department no more than 45 days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

21. **Financial Consequences.** If the Provider fails to meet the minimum level of service or performance identified in this contract, or that is customary in the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 29, termination of contract per Section 30 and requisition of services from an alternate source.

Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such error.

22. Overpayments. The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged interest at the lawful rate of interest on the outstanding balance after Department notification or Provider discovery. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right to offset or deduct from any amount due under this Contract at any time any amount due to the Department from the Provider under any other contract or agreement.

23. Payment on Invoices. Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

24. Vendor Ombudsman. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

25. Records, Retention, Audits, Inspections and Investigations.

- a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
- b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Provider during the term of this contract and retained for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required under this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.
- c. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section 25.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Department as specified in this contract and in Attachment II.
- g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
- h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature.

26. Public Records. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.
- b. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
- c. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- d. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

27. **Client Information.** The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.
28. **Data Security.** The Provider shall comply with the following data security requirements:
- a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.
 - b. The Provider shall provide the latest Departmental security awareness training to its staff and subcontractors who have access to departmental information.
 - c. All Provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the contract manager.
 - d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.
 - e. The Provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The Provider shall require the same notification requirements of all subcontractors.
 - f. The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.
29. **Financial Penalties for Failure to Take Corrective Action.**
- a. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
 - b. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
 - c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
 - d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.
30. **The following termination provisions apply to this Contract:**
- a. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the program.
 - b. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed.
 - c. In the event the Provider fails to fully comply with the terms and conditions of this contract, the Department may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
 - d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

31. **Dispute Resolution.** Any dispute concerning performance of the contract or payment hereunder shall be decided by the Department's contract manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the contract manager's decision, the Provider delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30.

32. **Other Terms**

- a. Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the Provider responsible for administration of the program, to the designated address contained in this contract.
- b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida.
- c. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.
- d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, F.S.
- e. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.
- f. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.
- g. Transitioning Young Adults: The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.
- h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
- i. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.
- j. **Survival of terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Provider and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.
- k. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:
 - i. Attachment I and other attachments, if any;
 - ii. Any documents incorporated into any attachment by reference;
 - iii. This Standard Contract;
 - iv. Any documents incorporated into this Standard Contract by reference.

33. **Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

34. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 5 of this contract, the Provider is required to comply with the following requirements, as applicable to its performance under this contract. Provider acknowledges that it is independently responsible for investigating and complying with all State and Federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the State and Federal laws, rules and regulations that may govern its performance under this contract.

a. **Federal Law**

- i. If this contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 Code of Federal Regulations (CFR), Part 74, 45 CFR, Part 92, and other applicable regulations.

ii. If this contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

iii. If this contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

iv. No federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

v. If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

vi. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. Pursuant to Executive Order 11-02 signed on January 4, 2011, the Provider will use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and the subcontractors' employees performing under this contract.

b. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all Providers that have fifteen (15) or more employees.

c. **Use of Funds for Lobbying Prohibited.** The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

d. **Public Entity Crime and Discriminatory Contractors** Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or the 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; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

e. **Health Insurance Portability and Accountability Act.** The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

f. **Whistleblower's Act Requirements.** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

g. **Support to the Deaf or Hard-of-Hearing**

i. The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing."

ii. If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The Single-Point-of-Contact will process the compliance data into the Department's HHS Compliance reporting Database and forward confirmation of submission to the contract manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's grant or contract manager within 14 calendar days of the effective date of this requirement.

iii. The Provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with Sec* 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

- iv. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
- v. The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>
- vi. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall submit compliance reports monthly, by the 5th business day following the reporting month, to the Single-Point-of-Contact. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
- vii. If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

The Department requires each contract/subcontract provider agency's direct service employees to complete Effective Communication Online (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 4.

IN WITNESS THEREOF, the parties hereto have caused this 24 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Orange County Board of County Commissioners

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: _____
Print/Type
Name: Teresa Jacobs
Title: Orange County Mayor
Date: _____

Signature: _____
Print/Type
Name: Stephenie W. Colston, M.A.
Title: Director, Substance Abuse and Mental Health Program Office
Date: _____

STATE AGENCY 29 DIGIT FLAIR CODE: _____
Federal Tax ID # (or SSN): 596000773 Provider Fiscal Year Ending Date: 06/30.

ATTACHMENT I**A. Services To Be Provided****1. Definition of Terms**

a. Contract Terms. Contract Terms used in this document can be found in the Florida Department of Children and Families Glossary of Contract Terms, which is incorporated herein by reference, maintained in the contract manager's file, and located at the following website:

<http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf>

b. Program/Service Specific Terms

- (1) Community Consultant.** A trained professional who assists the community to apply public health strategies to local substance abuse problems, including identifying and modifying community conditions in order to reduce underage drinking behaviors and related consequences by underage students.
- (2) Community Evaluation Plan (CEP).** A written document which will identify the outcomes that will be measured, data collection methods and instruments, and a plan for their collection.
- (3) Community Substance Abuse Coalition.** An alliance of community members to assess local substance abuse problems and develop a relevant, appropriate and evidence-based response for preventing or reducing consumption and/or related consequences.
- (4) Comprehensive Community Action Plan (CCAP).** A community's data-driven strategic response to change conditions and factors that underlie alcohol and other drug problems and related consequences. The plan includes two goals: 1) to achieve a long-term change in a substance abuse behavior pattern and 2) to build community and organization capacity to effectively achieve the identified outcome. The plan defines short term and intermediate objectives for tracking progress toward goal achievement.
- (5) Formative Evaluation.** The method of judging the worth of a program while the program activities are forming or happening. Formative evaluation focuses on the process.
- (6) Needs Assessment Logic Model (NALM).** A written rationale developed from epidemiology data that illustrates the connection between local substance use/abuse consumption patterns, consequences and intervening variables. This information determines the long-term outcome and is used in the development of the Comprehensive Community Action Plan (CCAP) to inform the identification of strategies and approaches to achieve that outcome.
- (7) Performance Based Prevention System (PBPS).** A system that collects data related to community assessments and plans and substance abuse prevention programs and activities. The system can be accessed by contacting technical support at 1-888-600-4777 or <https://kitprevention.kithost.net/>.
- (8) Qualitative Evaluation.** An assessment process that answers the question, "How well did we do?"
- (9) Quantitative Evaluation.** An assessment process that answers the question, "How much did we do?"
- (10) Resource Assessment.** A written inventory of current resources (that include community stakeholders i.e., law enforcement and school systems) available to apply toward achieving a community long-term outcome and the identification of

gaps in skills, materials, facilities, community readiness and other capacities necessary to successfully achieve a community long-term outcome.

(11) Science-Based Prevention Review Panel (SPRP). This panel comprises of Department personnel and Department contracted staff who have expertise in epidemiology and community evaluation, previously known as the Evidence-Based Practices Workgroup. This panel of professionals reviews community needs assessment logic models, resource assessments and gap analyses, comprehensive community action plans, and community evaluation plans to assure their faithful alignment with the SARG Process

(12) Strategic Prevention Framework (SPF). The SPF is a community-based data driven approach to community mobilization that employs ongoing assessment and evaluation to move communities toward their goals of reducing substance abuse and its consequences. The Strategic Prevention Framework: 1) assess the conditions that underlie the onset and progression of substance abuse, including childhood and underage drinking; 2) select evidence-based practices to change those conditions and reduce substance-abuse related problems in the communities; and 3) build prevention capacity and infrastructure to sustain achievements.

(13) Substance Abuse Response Guide (SARG). The SARG is Florida's operating manual for the SPF.

(14) Summative Evaluation. The method of judging the worth of a program at the end of the program activities. Summative evaluation focuses on the outcome.

2. General Description

a. General Statement. The Partnerships for Success (PFS) Grant provides resources to field test the effectiveness of the Strategic Prevention Framework (SPF) to identify and implement relevant and appropriate evidence-based prevention practices that will result in a five-percentage point reduction of underage drinking prevalence at the State level by targeting six urban counties and reducing underage drinking prevalence by 10 percentage points.

b. Authority. This program is administered under the authority of 45 CFR Part 96 (Health and Human Services - Block Grants), section 397.321, Florida Statutes, and the State of Florida's plan for the provision of substance abuse prevention services. The Provider must comply with all applicable federal laws, regulations, action transmittals, program instructions, review guides, and similar documentation related to the following:

- (1)** 45 CFR Part 96
- (2)** Section 112.061, Florida Statutes
- (3)** Section 397.321, Florida Statutes
- (4)** Public Law 95-224
- (5)** CFOP 40-1, Department of Children and Families Operating Procedures
- (6)** Official Travel of DCF Employees and Non-Employees
- (7)** CFOP 75-8, Department of Children and Families Operating Procedures, Policies and Procedures of Contract Oversight

c. Scope of Service. Activities conducted through this contract are intended to support the planning, development and implementation of the SARG process, related community mobilization, and evidence-based environmental management practices in support of Department-approved Comprehensive Community Action Plans (CCAP) and related evaluation.

d. Major Program Goals. The major goal of the PFS Grant is to achieve a ten percentage point reduction across the targeted counties in the prevalence of 10 - 17 year olds that used alcohol in the 30 days prior to completing the Florida Youth Substance Abuse Survey (FYSAS). Secondary measures will include the following:

- (1) Increase knowledge and awareness of local community consumption patterns and related consequences within the community, among students, faculty, staff, and other responsible community adults.
- (2) Increase the perception of wrongfulness of underage alcohol consumption and binge drinking within the community, among students, faculty, staff and other responsible community adults.
- (3) Increase the perception of harm from underage alcohol consumption and binge drinking within the community, among students, faculty, staff and other responsible community adults.

e. Clients to be Served. This is not a client services contract.

B. Manner of Service Provision

1. Task List. The following tasks a-e are considered Phase I: Planning and Development stages of the project and task f is considered Phase II: Implementation.

During Phase I: Planning & Development, the Provider shall:

a. Establish an Underage Drinking Prevention Task Force (UDPTF) as a committee of the county community substance abuse coalition to advise and guide on the issues addressed by this project. At a minimum, the Provider shall submit to the Department's contract manager:

- (1) Confirmation by e-mail or other written agreement of workgroup participation by individual members;
- (2) List of names of the final committee members with their demographic information and organizational and community sector affiliations;
- (3) The name of the Chair and Vice Chair; and
- (4) An organizational chart showing members of the established UDPTF committee, county community substance abuse coalition staff, other coalition committees, coalition subcontractors and other community partners with a description of the roles and responsibilities of each entry on the chart.

b. Use the Substance Abuse Response Guide (SARG) to gather and analyze epidemiological data for the local community, and based upon the data, develop and produce a Needs Assessment Logic Model (NALM) (see Section A.1.b.(6)). The Provider shall submit the NALM to the Science-Based Prevention Review Panel (SPRP), which is headed by Substance Abuse and Mental Health Program Office (SAMHPO) staff, for review and approval. The Provider shall submit the final SPRP approved NALM to the Department's contract manager.

c. Review and evaluate current community resources, and based upon the information gathered, complete a Resource Assessment (see Section A.1.b.(10)) to be submitted for review and approved by the SPRP. The Provider shall submit the final SPRP approved Resource Assessment to the Department's contract manager.

d. Based upon the NALM and the Resource Assessment, the Provider shall coordinate workgroups and taskforces to identify and select Evidence-Based strategies to address the community's underage alcohol problems as identified in the NALM. As a result the Provider shall develop and produce a Comprehensive Community Action Plan (CCAP) (see A.1.b. (4)) that outlines the plan of action that addresses the local community underage alcohol problems. The implementation of the planned activities as described in

the CCAP shall be accomplished during Phase II. The Provider shall submit the final SPRP approved CCAP to the Department's contract manager.

e. Based upon the Department approved CCAP, the Provider shall develop a community evaluation design (CEP) (see A.1.b.(2)) that will provide the basis of assessing the achievement and impact of the CCAP activities being conducted during Phase II. The evaluation design shall include formative (see A.1.b.(5)), qualitative (see A.1.b.(8)), quantitative (see A.1.b.(9)) and summative (see A.1.b.(14)) data regarding the changes in underage alcohol use rates and other relevant delinquent behaviors identified in the CCAP.

f. The Provider shall coordinate the implementation of Phase II with the Department's contract manager and the SAMHPO staff through the design and development of Work Plans and detailed line item budgets. These documents must be approved by the Department at least thirty (30) calendar days prior to the completion of Phase I and shall be incorporated into the contract by reference.

2. Task Limits. The Provider is not authorized by the Department to perform any tasks related to the project other than those described in the Task List without the express written consent of the Department's contract manager.

3. Staffing Requirements

a. Staffing Levels. The Provider shall ensure adequate program staffing for technical, administrative, and clerical support. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities.

The staffing levels included in the budgets for Phases I and II shall be sustained throughout the contract period. In the event the Department determines that the Provider's staffing levels do not conform to those set forth in the budget, it will advise the Provider in writing, and the Provider shall have thirty (30) calendar days to remedy the identified staffing deficiencies. All detailed line item budgets for Phases I and II are incorporated into the contract by reference and maintained in the contract manager's file.

The Provider shall replace, on the project, any employee whose continued presence would be detrimental to the success of the project as determined by the Department with an employee of equal or superior qualifications.

b. Staffing Changes. The Provider shall staff the project with key personnel identified in the budget and funded either in whole or in part with funds from the resulting contract which are considered by the Department to be essential to this project. Prior to substituting the Executive Director and/or Project Director, the Provider shall notify and obtain written approval from the Department of the proposed substitution. Written justification should include documentation of the circumstances requiring the changes, a list of the proposed substitutions, the candidate's name, position title, starting date, recommended salary (not to exceed the amount associated with the position as referenced in the cost proposal, and cost allocation (if applicable)). The Provider shall also submit a copy of the candidate's résumé or employment application. The Department, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after written approval of the contract manager.

The Provider shall notify the contract manager, in writing, within fourteen (14) calendar days following the loss of a staff member funded by this contract in part or in whole.

c. Subcontracting. This contract allows the Provider to subcontract for the provision of all services, subject to the provisions of Paragraph 7. of the Standard Contract. Written requests by the Provider to subcontract for the provision of services under this contract will be routed through the contract manager for Department approval. The

subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor. The act of subcontracting shall not in any way relieve the Provider of any responsibility for the contractual obligations of this contract.

4. Service Location and Equipment

a. Service Delivery Location. The Provider's administrative offices shall be located at the address specified in the Standard Contract.

The Provider shall notify the Department in writing a minimum of thirty (30) calendar days prior to making changes in location, or any change which will affect the Department's ability to contact the Provider by telephone or facsimile transmission.

b. Service Times. Services shall be provided, at a minimum, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, local time at the service delivery location, except for state-recognized holidays. Changes in service times and any additional holidays that the Provider wants to observe must be included in the proposal and approved in writing by the Department.

c. Changes in Location. The Provider shall notify the contract manager, in writing, thirty (30) calendar days prior to any changes in the primary site of this project.

d. Equipment. The Provider shall be responsible for any and all equipment necessary to deliver services under this contract.

5. Deliverables

a. Service Units. Each deliverable specified below is a unit of service, including a specific unit price:

Deliverables Table

Tasks	Deliverables	Due Date/Unit Price
1. Establish an Underage Drinking Prevention Task Force (UDPTF) as a committee of the county community substance abuse coalition (B.1.a.)	a. Confirmation of workgroup participation; b. Final committee list c. The name of the Chair and Vice Chair, and d. An organizational chart	July 13, 2012 \$11,000.00
2. Develop and produce a Needs Assessment Logic Model (NALM) (B.1.b.)	Completed NALM.	August 15, 2012 \$11,000.00
3. Complete a Resource Assessment (B.1.c.)	Completed Resource Assessment	August 15, 2012 \$11,000.00
4. Develop and produce a Comprehensive Community Action Plan (CCAP) that outlines the plan of action that addresses the local community underage alcohol problems (B.1.d)	Completed CCAP	September 14, 2012 \$11,000.00

Tasks	Deliverables	Due Date/Unit Price
5. Develop a Community Evaluation Plan (CEP) Design to assess the achievement and impact of the CCAP to be used during Phase II (B.1.e.)	Completed CEP Design	September 14, 2012 \$11,000.00
Total Contracted Amount		\$55,000.00

Upon the completion of Phase I: Planning and Development, funding for Phase II: Implementation shall be made available based upon the completed Work Plans as submitted by the Provider and approved by the Department's contract manager in accordance with the terms and conditions of this contract. Each Work Plan submitted by the Provider shall be accompanied by a detailed line item budget which, upon approval by the Department's contract manager shall be incorporated into the contract as referenced and maintained in the contract manager's file. The contract manager will furnish any required report formats and instructions to the Provider. If the Provider needs to make any re-adjustments to the Department approved Work Plan(s) and/or detailed line item budgets, the Provider shall submit the requested re-adjustments in writing to the contract manager including the reason(s) for the re-adjustment(s). Prior to the Provider implementing any re-adjustments to the Work Plan and/or detailed line item budget, the Provider must receive written approval from the Department's contract manager.

b. Records and Documentation. The Provider must adhere to the requirements established in Section 25., of the Department's Standard Contract. Submission of documents in accordance with Section 25., of the Standard Contract must be in the Department's standard word processing format (currently Microsoft Word 2007). Any changes required of the Provider will be at the expense of the Provider. Data files will be provided in a format readable by the Department. At the end of the six (6) year retention period following the close of the last audit the Provider must deliver the records to the Department for further retention or destruction.

c. Reports/Deliverables

(1) Reports/Deliverables Table. The Provider shall submit the above reports to the Department's contract manager in accordance with the due dates.

(2) Expenditure Report. The Provider shall submit an expenditure report by detailed line item to the Department's contract manager. The expenditure report may be used to negotiate funding levels in future Work Plans, contracts and/or to amend the current contract's unit price. Under Phase I: Planning and Development an expenditure report is due 45 calendar days after September 30, 2012. Under Phase II: Implementation an expenditure report is due 45 calendar days after June 30, 2013, June 30, 2014 and June 15, 2015.

If any of the expenditure reports submitted by the Provider identifies any unearned income, the Provider shall be directed to return funds to the Department within sixty (60) calendar days after the ending of the specific contractual performance period as identified under Phases I and II. Any funds identified as unearned income may be repaid by a check from the Provider or the Department's contract manager shall make deductions from future invoice payment requests until the unearned income has been repaid in full.

(3) Receipt and Acceptance of Reports/Deliverables. Mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance in writing of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in any resulting contract.

(4) Report/Deliverable Deficiencies. If notified by the contract manager of reporting deficiencies, the Provider has three (3) business days from the date of notification of the deficiency(ies) to correct and return the report. If deficiencies are reported by the Provider, the Provider shall correct and return the report within three (3) business days of the notification. The Provider shall notify the contract manager when corrections are needed and again when corrections are completed. It is the Provider's responsibility to ensure that reports are accurate, timely, and acceptable. Continued submission of unacceptable or late reports may result in corrective action and may require financial penalties and place the Provider in breach of contract as provided in Sections 29., and 30.c., of the Standard Contract. The Provider shall provide additional reports, if this is determined to be necessary by the Department.

(5) Report/Deliverable Extension Request. With a three (3) business days notice the Provider may request in writing to the contract manager a reasonable (no more than five (5) calendar days) extension with a detailed explanation. No extension is accepted without written approval from the contract manager.

Under Phase I: Planning and Development no extension requests are allowable for the September deliverables.

6. Performance Specifications

a. Performance Measures. The following performance measures are subject to periodic review by the Department and adjustments to the targets or the measures may be made by mutual agreement:

(1) Under Phase I: Planning and Development, at least 80% of all deliverables shall be received no later than September 14, 2012.

Further details regarding performance measures for continuing fiscal years shall be incorporated into the contract via Department approved Work Plans and detailed line item budgets, and shall be directly associated with the tasks and activities identified for Phase II: Implementation pursuant to Section B.1.k.

b. Performance Evaluation Methodology

The calculation for performance measure B.6.a.(1), shall be in accordance with the following formula.

Total number of deliverables received by September 14, 2012	≥ 80%
Total Number of deliverables due by September 14, 2012	

c. Performance Standards Statement. By execution of this contract, the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards as negotiated with the Department and shall be bound by the conditions set forth in the contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's

satisfaction, the Department must terminate the contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

7. Provider Responsibilities.

a. Provider Unique Activities. The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in this contract. The Provider accepts all Departmental requirements, terms and conditions in this contract and in the Department's Standard Contract and attachments. By execution of this contract, the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

b. Coordination with other Providers/Entities. The Provider shall coordinate the activities and services described in Section B.1., with the Department and key stakeholders. The failure of other Providers or entities does not relieve the Provider of any accountability for tasks or services that the Provider is obligated to perform pursuant to this contract.

8. Department Responsibilities

a. Department Obligations. Upon written request to the contract manager and when deemed necessary by the Department, the Department agrees to provide technical assistance concerning the terms and conditions of the resulting contract. The Department's failure to provide such technical assistance does not relieve the Provider of its responsibilities to ensure compliance with all state and federal laws, rules, and regulations or performance under the terms of this contract.

b. Department Determinations. The Department has reserved the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients who are served by the Department either directly or through any one of its contracted Providers. The Department has the final authority in:

- (1) Determining the number and type of services that will be rendered by the Provider;
- (2) Determining the contract funding;
- (3) Determining the adequacy and availability of the Provider's records;
- (4) Approving the quality and acceptability of service deliverables;
- (5) The acceptability of criteria defining all service units;
- (6) All decisions involving availability of program funding; and
- (7) All matters of payment withheld due to duplication of services and late data entry.

c. Monitoring Requirements. This contract will be monitored through existing Departmental procedures CFOP 75-8 and review of the quarterly reports and verification of tasks and activities referenced therein.

C. Method of Payment

1. Fixed Price Contract

This is a multiyear contract for three (3) years. The Department will pay the Provider, upon satisfactory completion of the services specified under Section B.5.a., of this contract. Subject to the availability of funds, the dollar amount for Phase I: Planning and Development

shall not exceed \$55,000.00 during the time period below:

Year 1: Phase I

June 15 through September 30, 2012

Upon the completion of Phase I: Planning and Development, funding for Phase II: Implementation shall be made available to the Provider based upon the receipt of the completed Work Plans and detailed line item budgets submitted by the Provider for the remainder of year one, years (2) two and (3) three, and the approved by the Department's contract manager in accordance with the terms and conditions of this contract.

Subject to the availability of funds, the total amount of this contract shall not exceed \$837,000.00 during the contractual time periods below:

Year 1: Phases I and II

June 15, 2012 through June 30, 2013, not to exceed \$301,320.00

Year 2: Phase II

July 1, 2013 through June 30, 2014, not to exceed \$279,000.00

Year 3: Phase II

July 1, 2014 through June 15, 2015, not to exceed \$256,680.00

2. Invoice Requirements

a. All payments approved under this contract are associated with the provision of services outlined in Section B.1., and the Department's acceptance of reports/deliverables as outlined in Section B.5.

The Provider shall submit a properly completed invoice that will reflect the dates of service provision and deliverables as outlined in the contract. The Department will pay the final invoice upon receipt of the final expenditure report, provided there is no determination for the Provider to return any unearned income. In the event the Department determines that unearned income must be returned to the Department, the final invoice will be paid minus any unearned income determined to be due to the Department. In the event the final invoice is less than the amount of unearned income due to the Department, the Provider shall arrange to make payment to the Department within sixty (60) calendar days of receipt of the final invoice.

b. Payments shall be authorized only for deliverables that are approved and accepted in accordance with the deliverables and amounts as identified by this contract and as specified on the approved Work Plans and detailed line item budgets for each fiscal year of this contract and with other terms and conditions of this contract. The dollar amount for the deliverables for which payment is requested may not, either by itself or cumulatively by totaling payments in previous invoices, exceed the total amount authorized by this contract.

c. The Provider shall request payment through submission of a properly completed invoice in accordance with the due dates specified in the Reports/Deliverables Table. Each invoice must clearly state the name and address of the Provider, the contract number, the reports and time period for which payment is being requested, the date submitted, the contract balance and the total dollar amount being requested.

d. Under Phase I: Planning and Development, the Provider must submit the September payment requests no later than September 14, 2012. Under Phase II: Implementation, the Provider must submit the final invoice for payment to the Department no more than forty five (45) days after June 30, 2013, June 30, 2014 and June 15, 2015 or after the contract is terminated, whichever comes first. If the Provider fails to do so, all right to payment is forfeited, and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be

withheld until all evaluation and financial reports are due from the Provider with the necessary adjustments thereto have been approved by the contract manager.

e. If the Provider fails to complete and submit the reports, as described in Section B.1., when due, the Department reserves the right to reduce a portion of the payment or withhold payment until all terms and conditions of the reports are met, received and approved by the contract manager.

3. Supporting Documentation Requirements. The Provider must maintain records documenting the services required by the contract to ensure an audit trail documenting the service provisions can be maintained.

4. Service Delivery Documentation. The Provider shall maintain records documenting the project activities and the nature of the services provided so that an audit trail documenting service provision can be maintained.

a. Records, as they pertain to this contract, shall be made available to the Department's contract manager or designated Departmental personnel at any time requested.

b. All correspondence, reports, records and documentation may be provided to the Department's contract manager electronically, if this is not feasible, or is not received by the Department's contract manager, then hard copies must be mailed to the Department's contract manager to be received by the appropriate due dates as listed in the contract reports.

c. All records must be available for inspection upon request by the Department for six (6) years after completion of this contract, or for a longer period if required by law.

D. Special Provisions

1. Dispute Resolution. It is desired that the Provider and Department shall agree to cooperate in resolving any differences concerning performance or in interpreting the resulting contract. Within five (5) working days of the execution of a contract for services, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action shall be Leon County, Florida and all parties shall consent to jurisdiction in all courts of competent jurisdiction in Leon County, Florida.

2. MyFloridaMarketPlace Registration. To comply with Rule 60A-1.030, each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3). Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com).

3. MyFloridaMarketPlace Transaction Fee. Pursuant to s. 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the state. For payments within the state accounting system (Florida Accounting and Information Resource (FLAIR) or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Provider. If automatic deduction is not possible, the Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Provider certifies their correctness. All such reports and payments shall be subject to audit by the state or its designee.

The Provider shall receive a credit of any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Provider's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Provider in default and recovering procurement costs from the Provider in addition to all outstanding fees. PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

4. Employment Eligibility Verification

a. Definitions. As used in this clause—

- (1) "Employee assigned to the contract" means all persons employed during the contract term by the Provider to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors) assigned by the Provider to perform work pursuant to the contract with the Department.
- (2) "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contractor a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (3) "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Provider or another subcontractor.

b. Enrollment and verification requirements.

(1) The Provider shall—

- (i) **Enroll.** Enroll as a Provider in the E-Verify program within 30 calendar days of contract award;
- (ii) **Verify all new employees.** Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Provider/subcontractor to perform work pursuant to the contract with the DCF shall be verified as employment eligible within 3 business days after the date of hire; and

(2) The Provider shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.

- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Provider will be referred to a DHS or SSA suspension or debarment official.
- (ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Provider, then the Provider must reenroll in E-Verify.

c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

- d. **Individuals previously verified.** The Provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Provider through the E-Verify program.
 - e. **Individuals performing work prior to the E-verify requirement.** Employees assigned to and performing work pursuant to this contract prior to February 04, 2011 do not require employment eligibility verification through E-verify.
 - f. **Evidence.** Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.
 - g. **Subcontracts.** The Provider shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each subcontract.
- 5. Contract Renewal.** This contract may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

ATTACHMENT II

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and

ATTACHMENT II

application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

ATTACHMENT II

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (1 copy) (See Page 3, Standard Contract, Section 18.c.)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single_audit@dcf.state.fl.us

- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Teresa Jacobs

Name of Authorized Individual

LD974

Application or Contract Number

Orange County Board of County Commissioners

Name of Organization

201 South Rosalind Avenue

Orlando, FL 32801

Address of Organization

CERTIFICATION REGARDING LOBBYING

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(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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Signature

Date

Teresa Jacobs

Name of Authorized Individual

LD974

Application or Contract Number

Orange County Board of County Commissioners

Name of Organization

201 South Rosalind Avenue

Orlando, FL 32801

Address of Organization

COMPTROLLER

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, June 26, 2012

COUNTY COMPTROLLER

Informational only – No Board action required

Receipt of the following items to file for the record:

- a. Minutes of the December 12, 2011, and January 23, 2012, East Park Community Development District meetings.
- b. Town of Oakland, An Annexation Report for property located on the east side of Remington Road, north of John's Lake in unincorporated Orange County, June 2012.
- c. City of Ocoee, Notification of Petitions for Annexation and Initial Zoning for property located with the Ocoee-Orange County JPA (Joint Planning Area). An application for voluntary annexation and initial zoning to "PUD" (Planned Unit Development) for a parcel of land located on the east side of Maguire Road and approximately 1,100 feet north of Colonial Drive (SR 50); The physical address is 844 Maguire Road and its Parcel ID number 19-22-28-0000-00-031. Public hearings will be scheduled to consider the subject petitions. Dates are tentatively scheduled for the required public hearings on June 12, 2012 (P&Z Commission) and July 17, 2012 (City Commission).

Items filed for the record can be accessed at www.occompt.com. Then navigate to Clerk of the BCC.



Interoffice Memorandum

III. DISCUSSION AGENDA
FAMILY SERVICES
DEPARTMENT
1

June 4, 2012

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

FROM: Sara Van Arsdel, Manager
Regional History Center Division

Contact: Sara Van Arsdel, 68581

SUBJECT: Orange County Regional History Center Annual Report
BCC Meeting 6/26/202 Discussion Agenda/All Districts

This is an informational presentation on the last fiscal year of operations of the Orange County Regional History Center and its services to Orange County and the Central Florida community. The Regional History Center has served Orange County and all of Central Florida for the past eleven years. This is accomplished through the preservation of our local heritage, and by providing a foundation for building community through the understanding and appreciation of local history and its impact on our daily lives. *We Honor the Past, Explore the Present to Shape the Future.*

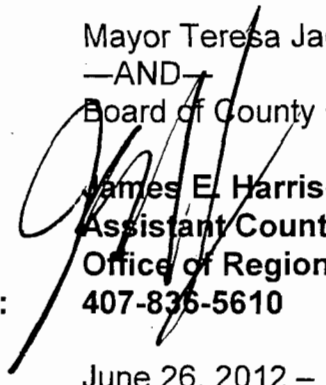
ACTION REQUESTED: No action required. The presentation is for informational purposes only.

C: Ajit Lalchandani, County Administrator
Linda Weinberg, Deputy County Administrator



June 14, 2012

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

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

CONTACT: 407-836-5610

SUBJECT: June 26, 2012 – Discussion Item
Regional Transit Initiatives

As our region proceeds with construction of the SunRail project, there are several additional regional transit initiatives that are being planned or proposed for consideration. These initiatives provide opportunities for connectivity to the SunRail system as well as between key activity centers within the County such as the International Drive Resort Area, the Orlando International Airport, and the Innovation Way corridor. Staff will provide an overview of these initiatives and their relation to the regional transit vision. In addition, representatives from American Maglev Technology, Inc. (AMT) will provide a presentation outlining their private-sector proposal to connect the Convention Center to the Orlando International Airport utilizing public rights-of-way.

This presentation is for informational purposes only and no action is requested at this time.

JEH/CBJ/lab

c: Ajit Lalchandani, County Administrator
Carla Bell Johnson, Assistant to the Director, Office of Regional Mobility

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

FROM: John Petrelli, Risk Manager

DATE: June 6, 2012

SUBJECT: Motor Vehicle Records Checks

Orange County has approximately 3000 employees who either regularly or periodically drive as part of their job duties. To ensure these employees have the appropriate and valid drivers licenses, various departments perform annual Motor Vehicle Records (MVR) checks in accordance with Administrative Regulation 2.12.04. Additionally, Risk Management performs a check every three years in accordance with Administrative Regulation 2.12.03. Lastly, the Office of Professional Standards conducts MVR checks as part of the background check process.

Previously, County departments used a State of Florida system known as DAVE to complete their MVR checks. This system was free of charge prior to June 1, 2011. On June 1, 2011 The State of Florida began charging \$8 for 3 year MVR checks and \$10 for 7-year MVR checks as their existing agreements expired. These results were available as a "screen shot," only.

Risk Management's existing contract with Sonic E-Learning includes a component for 7-year MVR checks that also created a database that allows for risk based analysis of our employee's driving records. The contracted rate is \$13.52 per check. This presentation will cover the benefit of moving all MVR checks to this vendor and then putting the contract back out to RFP with an effective date of May 2013.

Requested Action: Approval Amendment No. 3, contract Y10-1013 GC Web Based Driver and Risk Assessment, Sonic E-Learning, Inc., in the amount of \$54,080, for a revised total contract of \$181,742.



Interoffice Memorandum

June 12, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: John Petrelli, Manager, Risk Management Division
Phone 407-836-9636

SUBJECT: Amendment No. 3, Contract Y10-1013-GC, Web-based Driver Training and Risk Assessment

RECOMMENDATION:

Approval of Amendment No. 3, Contract Y10-1013-GC, Web-based Driver Training and Risk Assessment, with Sonic E-Learning, Inc., in the amount of \$54,080 for the initial term only. This amendment will increase the current contract amount from \$127,662 to \$181,742. The Risk Management Division concurs with this recommendation.

PURPOSE:

This contract currently provides Department of Motor Vehicle reports for the Risk Management Division. This amendment will extend access to the Public Works Department, the Utilities Department, Fire Rescue and the Office of Professional Standards.

DISCUSSION:

The Board of County Commissioners approved Contract Y10-1013-GC, Web-based Driver Training and Risk Assessment – Term Contract on May 11, 2010 and it was awarded on May 20, 2010. The contract provided for approximately 1,200 Department of Motor Vehicle reports. Under this contract the Contractor responds with a report in approximately 3 days compared to responses from the state which may take up to 60 days.

Recently the State of Florida eliminated its free access for public agencies to perform employee driver's license checks. This was the primary means for agencies to obtain employee motor vehicle record reports. As a result, continuing to obtain these reports directly from the state would result in a 45-60 day response time at a rate similar to our contracted rate. The state charges \$10.00 per report compared to the contract rate of \$13.52.

Therefore, staff recommends approval of Amendment No. 3 which increases the quantity of annual motor vehicle reports from 1,200 to 5,200, providing our divisions with the required services at a similar rate with the added benefit of a reduced response time. This contract expires on May 13, 2013 with two available twelve month renewals which will not be exercised. This contract will be re-solicited competitively in 2013 to reflect the increased requirements.

Previous Amendments to this contract are as follows:

- Amendment No. 1 - Revised the price adjustment terms to reflect fee increases from the State of Florida for Motor Vehicle Reports. The unit price of Motor Vehicle Reports increased from \$6.65 to \$13.52. The total amount of the contract increased from \$102,930 to \$127,662.
- Amendment No. 2 - Issued for administrative correction.



Interoffice Memorandum

AGENDA ITEM

June 12, 2012

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

FROM: Jon V. Weiss, P.E., Director *JVW*
Growth Management Department

CONTACT PERSON: Susan Caswell, AICP, Manager, Planning Division
PHONE NUMBER: (407) 836-5884

SUBJECT: June 26, 2012 – Discussion Item
Regulatory Streamlining Task Force Interim Update

On March 29, 2011, the Board appointed a Regulatory Streamlining Task Force to review the County's regulatory processes. The Task Force's mission is to support job growth and economic development by eliminating duplicative regulations, reducing process times and improving customer service.

In October of last year, Task Force Chair Miranda Fitzgerald provided a progress report to the Board, in which she presented a number of quick fixes to the County's development review processes that could be implemented immediately without changes to the Land Development Code or Administrative Regulations. County staff implemented, or is in the process of implementing, the recommended fixes.

At present, the Task Force is wrapping up a substantial list of recommendations to be presented in the fall of this year. Ms. Fitzgerald will brief the Board on the issues being discussed by the Task Force and will provide a preview of the recommendations the Task Force is considering.

This presentation is for informational purposes only. No action is required by the Board.

JVW/SC:rep



Interoffice Memorandum

June 8, 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
June 26, 2012 BCC Meeting
Tentative Mandatory Refuse Collection Program MSBU
Contact Person: James Becker, Manager
Solid Waste Division
407-254-9660**

In order to include the Mandatory Refuse and Recycling Program MSBU on the Notice of Proposed Taxes, Section 32-183 of the Orange County Code requires that the Board set the tentative annual rate for the residential collection of solid waste and recyclables by July 15th of each year. The final approval of the MSBU will occur during the budget hearings in September.

The Mandatory Refuse and Recycling Program MSBU has three components: Hauler Compensation, Disposal Costs, and Program Administration Costs.

Hauler Compensation

In accordance with Section 11, Special Terms and Conditions of the Residential Solid Waste and Recyclable Collection Services Term Contract, the contractors shall receive an annual adjustment in the compensation per household based on the Consumer Price Index methodology, explained in Attachment D of the contract. The compensation to the franchisees for calendar year 2013 will be as follows:

ZONE 1	\$185.83	PER RESIDENTIAL UNIT,
ZONE 2	\$178.97	PER RESIDENTIAL UNIT,
ZONE 3	\$185.83	PER RESIDENTIAL UNIT,
ZONE 4	\$177.93	PER RESIDENTIAL UNIT,
ZONE 5	\$183.37	PER RESIDENTIAL UNIT.

The system average for the 2013 hauler compensation component is \$182.48 and is recommended by staff. This is a \$7.79 or 4.46% increase from the 2012 hauler collection component of \$174.69 per household.

Disposal Costs

The disposal component of the MSBU represents the cost for disposing of the residential solid waste material. The disposal component of the MSBU is calculated at \$44.10 per household for 2013. This \$14.39 or 24.60% decrease over the 2012 disposal component of \$58.49 per household is due to the decline in the average amount of Class I waste generated by each household.

Program Administration Costs

The program administration cost component represents the cost per household for operation and administration of the Mandatory Refuse and Residential Recycling Programs. The 2013 Program Administration costs increased 3.37%, from \$8.15 to \$8.42, for an increase of \$0.27 per household.

MSBU Rate Recommendation

The total cost of the program for 2012 is \$235 per household. Due to the reduction in the 2013 Class I disposal component, the projected cost of the program for 2013 is unchanged at \$235 per household.

Action Requested:

Approval to establish the haulers compensation rates as listed and set the MSBU at \$235 for Program Year 2013 and authorization to include the Tentative Mandatory Refuse Collection Rate of \$235 on the 2012 Notice of Proposed Taxes.

All Districts.

Attachment: Calendar Year 2013 MSBU Rate Recommendation Mandatory Refuse and Residential Recycling Program

Interoffice Memorandum

April 18, 2012

To: Raymond E. Hanson, P.E., Director
Utilities Department

James Becker, Manager
Solid Waste Division

From: Glenn Kramer, Manager 
Utilities Fiscal & Administrative Support Division

Subject: **Calendar Year 2013 MSBU Rate Recommendation
Mandatory Refuse & Residential Recycling Program**

As you know, the Orange County Residential Solid Waste and Recyclable Collection Services Term Contract, Y8-139, established a basis for adjusting the collection payment to the franchise haulers each subsequent year of the contract. This adjustment must be calculated during the budget process each year to ensure that the collection expense for the next fiscal year is properly budgeted.

The collection expense is an integral component of the MSBU which funds the Mandatory Refuse and Residential Recycling Program. As such, analysis must be performed to evaluate the impact of the collection component on the MSBU rate for the next calendar year and to determine whether an adjustment to the rate is warranted.

The purpose of this memorandum is to provide you with the revised collection, disposal, and program costs effective January 2013 and our MSBU rate recommendation for calendar year 2013.

Analysis – Calendar Year 2013

Hauler Collection Compensation

The hauler collection compensation component represents a system-wide average collection price per household for all zones in the program. Using a system average is necessary to evaluate the MSBU rate because the competitive bidding process established collection prices that varied among the 5 zones.

Utilizing the Consumer Price Index methodology established in the contract, an increase of 4.47% has been calculated for calendar year 2013 above calendar year 2012 collection compensation. After applying this increase to each of the 5 zones and projecting customer growth for 2013, the average system cost for collection increases to \$182.48 per household. This represents a \$7.79, or 4.46%, increase from the 2012 hauler collection compensation component of \$174.69.

2013 MSBU Rate Recommendation

Page 2 of 3

Disposal Component

The disposal cost component of the MSBU rate represents the average disposal cost per household for all zones in the program. Using a system average is necessary because the waste generation rates vary among the five zones as determined by each contract for the respective zones. The contracts established waste generation rates for Class I and yardwaste tonnages each year of the 7-year term, and these vary from zone to zone. Therefore, the system average waste generation rates will have small fluctuations each year of the contracts.

The 2012 average waste generation rates as determined by the contracts were 1.41 tons per household for Class I garbage and 0.21 tons per household for yardwaste, which resulted in a calculated disposal component of \$58.49 per household. Since the economic downturn, there has been a decline in the average amount of Class I garbage actually generated by each household. In response to this trend, we have projected the Class I waste generation rate for 2013 based on a three year average of the actual tonnage per household from 2009 to 2011. Using this method, the 2013 average waste generation rate per household for Class I garbage is 1.06 tons per household. The 2013 average yardwaste generation rate is 0.20 tons per household. Using the current Class I disposal rate of \$37.10 per ton and the current yardwaste rate of \$29.00 per ton, the disposal component is calculated to be \$44.10 for 2013. This represents a \$14.39 or 24.60% decrease from the 2012 disposal component.

Program Administration Component

The program administration cost component represents the cost per household for operation and administration of the program based on the budgets for the corresponding fiscal year. For 2013, the program administration component calculates at \$8.42 per household, which is a \$0.27 or 3.37% increase from the 2012 administration component of \$8.15. This increase is mainly attributable to the projected increases in contract services and personal services in the FY 2013 budget.

Cost Component Total

The 2012 MSBU rate is \$235.00, which has remained unchanged for the past two years. Due to the reduction in the 2013 Class I disposal component, the projected cost of the program for 2013 is also \$235.00 per household. The following table compares the MSBU cost for 2012 to the projected MSBU cost for 2013:

	Current 2012	Projected 2013	2012 to 2013 Variance
Collection	\$174.69	\$182.48	\$7.79
Disposal	58.49	44.10	(\$14.39)
Administration	8.15	8.42	0.27
Rate Stabilization	(6.33)	0.00	6.33
MSBU Cost per Customer	\$235.00	\$235.00	\$0.00

Recommendation

Based on the projected cost calculations for 2013, we are recommending that the MSBU rate for the fifth year of the 7-year contract period remain at \$235.00 per household. In evaluating the existing and projected cash reserves of the program, we have determined that the revenue generated by setting the MSBU rate at this amount will be sufficient to maintain the program's financial viability.

The MSBU rate over the 7-year contract will be subject to contractual provisions to index the hauler compensation rate and inflationary factors that could cause increases in program expenses. Aside from these factors, the recommended MSBU rate is sufficient to cover the projected expenses of the program for 2013 and place us in a financial position to face normal inflationary pressures on program costs in future years.

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

c: Ron Nielsen, Deputy Director, Utilities
Debbie Sponsler, Utilities Section Manager, Solid Waste Division
Helaine Zarek, Financial Administrator, Fiscal & Admin. Support Division
Matt Peacock, Sr. Financial Analyst, Fiscal & Admin. Support Division



Interoffice Memorandum

III. DISCUSSION AGENDA
UTILITIES DEPARTMENT

2

June 11, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

for RCH

SUBJECT: BCC Agenda Item – Discussion Agenda
June 26, 2012 BCC Meeting
Contract Y10-645-GC, Upgrade of Utilities Customer Information and
Billing
Contact Person: Rosemary Whitacre
Program Development Supervisor
Utilities Customer Service Division
(407) 254-9719

At the June 26, 2012, Board of County Commissioners meeting, Utilities Department and Purchasing Division staff will make a presentation on the award of Contract Y10-645-GC, Upgrade of Utilities Customer Information and Billing Solution, to Pricewaterhouse Coopers (PwC) in the total estimated contract award amount of \$7,900,000. This contract will provide for the implementation of Phase I of the Utilities Department Customer Care and Billing project.

This project will upgrade the County's PeopleSoft-Enterprise Revenue Manager system to Oracle's Customer Care and Billing system. In addition to retaining existing system functionality and reporting, the upgrade will provide us timelier customer service; greater flexibility to adapt to new programs, required mandates and changes; and result in a long term commitment from Oracle to provide ongoing technical support.

Action Requested: Approval to award Contract Y10-645-GC, Upgrade of Utilities Customer Information and Billing Solution to Pricewaterhouse Coopers (PwC) in the total estimated contract award amount of \$7,900,000.

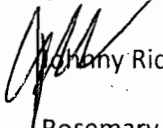
All Districts.



Interoffice Memorandum

DATE: June 5, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Rosemary Whitacre, Program Development Supervisor, Customer Service Division
407-254-9940

SUBJECT: Approval of Contract Y10-645-GC, Upgrade of Utilities Customer Information and Billing Solution

RECOMMENDATION:

Approval to award Contract Y10-645-GC, Upgrade of Utilities Customer Information and Billing Solution, to Pricewaterhouse Coopers (PwC) in the total estimated contract award amount of \$7,900,000. This contract will provide for the implementation of Phase I of this solution. Funding for this project is obtained from the water and wastewater customers of the Utilities Department.

PURPOSE:

The goal of this project is to successfully upgrade the County's PeopleSoft-Enterprise Revenue Manager to Oracle's Customer Care and Billing system while retaining current functionality, reporting, queries and interfaces; implement and maximize new functionalities; and configure and/or develop plug-ins, algorithms, scripts or other products, codes, etc. to achieve the existing functionality of the Customer Information Solution. In practical terms, this solution will provide a means to manage the collection of all revenue and related data for the Utilities Department. Significant features of Phase I include the following:

- a. Enhanced system to facilitate greater functionality and timelier customer service.
- b. Ability to make one deposit for all services.
- c. Greater flexibility to adapt to new programs, required mandates and changes.
- d. A long term commitment from Oracle to provide ongoing technical support.
- e. Embedded updated functionality to allow timely adoption of industry best practices.
- f. Greater use of the base product with fewer enhancements providing for a simplified maintenance and upgrade approach.

DISCUSSION:

On June 4, 2004, the Board approved award of a contract with Bearing Point for the Installation and Implementation of the Utilities Customer Information System Solution, the PeopleSoft Enterprise Revenue Manager (PS-ERM). This project consisted of two phases with overall project completion on time and on budget. With the acquisition of PeopleSoft by Oracle, the PS-ERM solution was discontinued and replaced by Oracle's Customer Information System Customer Care and Billing (CC&B). During May 2009, the County purchased the license for the CC&B from Oracle for \$545,000 representing a savings of approximately \$1,700,000 when compared to the current cost of this license.

The RFP for this solution was issued on September 18, 2010. Four proposals were received beginning an extensive and lengthy evaluation process to ensure that the solution accepted fully meet all of the County's expectations. To this end, a four phase evaluation process was followed with evaluations performed by a technical committee consisting of representatives from the Utilities Department, ISS and the Purchasing and Contracts Division.

- a. Phase I, Evaluation of Written Proposals – Written proposals were evaluated involving personnel, qualifications, implementation services, training, specification development and process re-engineering. Three of the four proposals received were determined to be qualified to proceed to Phase II.
- b. Phase II, Site Visits – Technical team members visited the sites of previous CC&B or related implementations listed as references by the proposers. The visit was used to assess the success of the implementation and to gain additional information during discussions with owner representatives. The three proposals were qualified to advance to Phase III.
- c. Phase III, On Site Presentations - The proposed project team for each proposer provided an overall presentation and on-site demonstration of their solution methodology. Of the three proposals eligible to advance to this phase, one dropped out and the other two were qualified to advance to Phase IV.
- d. Phase IV, Fact finding and Cost – Proposers were allowed to visit the implementation site, meet with county personnel with question and answer sessions to ensure that they had a sound understanding of this procurement before submission of their cost proposal. Upon completion of fact finding, the two remaining proposers were requested to submit their cost proposals.

The two remaining proposers were PwC and Blue Heron Consulting. To ensure that the contract is awarded to a financially stable firm, the solicitation required that each firm under consideration for contract award would undergo a financial analysis by an independent CPA. The CPA's report indicated that the financial status of Blue Heron Consultants was unsound. To confirm this condition, staff also obtained a financial analysis of Blue Heron from Dunn & Bradstreet (D & B). The D & B report substantially corroborated the unstable financial status of Blue Heron. Based on this information, the Procurement Committee concluded that Blue Heron was ineligible for award consideration.

Approval of Contract Y10-645-GC, Upgrade of Utilities Customer Information and Billing Solution

Extensive negotiations with PwC and staff occurred over several weeks to finalize the statement of work, resolve differences regarding contract language and to negotiate costs. All of these activities have been effectively addressed. The negotiated amount includes post production support and a six month warranty. The cost for five one year warranties has been negotiated and may be exercised at the County's option. The estimated contract amount of \$7,900,000 is considered reasonable based on the following factors:

- a. Negotiations resulted in the reduction of the initial proposal from an estimated amount of \$8,705,646 to \$7,900,000.
- b. The cost for implementation of a similar program by PwC for the Jacksonville Energy Authority (JEA) in 2004 was \$7,400,000.
- c. The cost of this implementation based on the number of customers compared to other implementations:

<u>Utility</u>	<u>Number of Customers</u>	<u>Cost Per Account</u>
Orange County Utilities	200,000	\$39.33
JEA	350,000	\$54.29
Denver Water	173,000	\$59.60
Cleveland Water	450,000	\$45.45

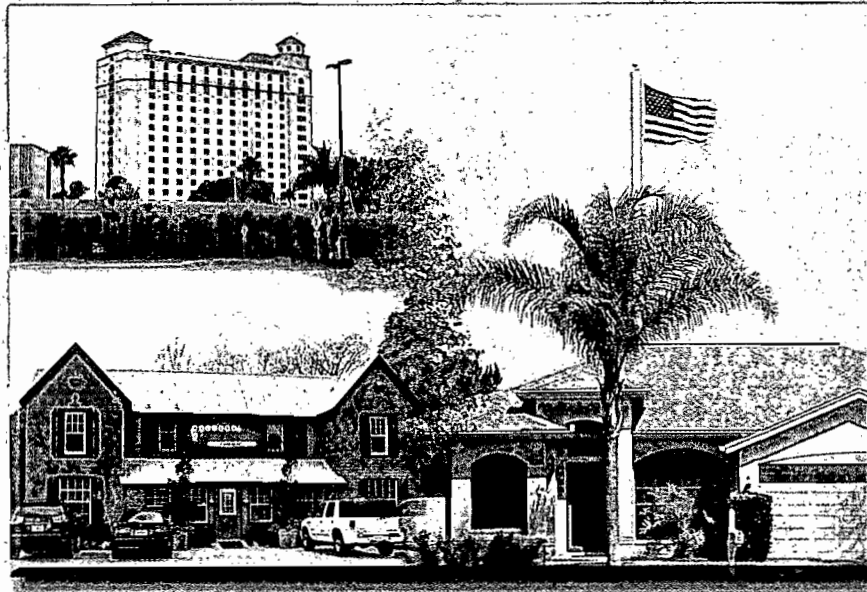
The average cost per account is \$52.78.

Orange County's cost is \$13.45 less than the average of the three utilities noted.

It is anticipated that the County will transition the project to Phase II as the Phase I implementation enters final completion. The Phase II cost shall be at a not-to-exceed amount of \$4,000,000. The need to transition to Phase II is very important due to the following advantages it will bring to the system:

- a) Added customer service functionality to address customer suggested improvements.
- b) Enhanced Web capability for customer initiated activities to include audit requests, cancel service and initiate service.
- c) A new reporting tool to ensure timely and accurate data reports created by Utility staff.
- d) Real time statistics on the Utility operations to facilitate timely and accurate management decisions.

Staff will submit the Phase II requirement to the Board for approval after a decision is made to transition to this phase.



**Orange County
Board of Zoning Adjustment
RECOMMENDATIONS
BOOKLET
June 7, 2012**

Prepared by:
Growth Management Department, Orange County Zoning Division



ORANGE COUNTY GOVERNMENT

BOARD of ZONING ADJUSTMENT (BZA)

Vishaal S. Gupta	District #1
Johnny Alderman	District #2
Jamie Poulos <i>Vice Chairman</i>	District #3
Peter Betterman <i>Chairman</i>	District #4
Zachary Seybold	District #5
Ka'juel J. Washington	District #6
Rebecca E. Martinez	At Large

ORANGE COUNTY ZONING DISTRICTS

Agricultural Districts

A-1.....	Citrus Rural
A-2.....	Farmland Rural
A-R.....	Agricultural-Residential District

Residential Districts

R-CE.....	Country Estate District
R-CE-2.....	Rural Residential District
R-CE-5.....	Rural Country Estate Residential District
R-1, R-1A & R-1AA.....	Single-Family Dwelling District
R-1AAA & R-1AAAA.....	Residential Urban Districts
R-2.....	Residential District
R-3.....	Multiple-Family Dwelling District
X-C.....	Cluster Districts (where <i>X</i> is the base zoning district)
R-T.....	Mobile Home Park District
R-T-1.....	Mobile Home Subdivision District
R-T-2.....	Combination Mobile Home and Single-Family Dwelling District
R-L-D.....	Residential -Low-Density District
N-R.....	Neighborhood Residential

Non- Residential Districts

P-O.....	Professional Office District
C-1.....	Retail Commercial District
C-2.....	General Commercial District
C-3.....	Wholesale Commercial District
I-1A.....	Restricted Industrial District
1-1/1-5.....	Restricted Industrial District
1-2/1-3.....	Industrial Park District
1-4.....	Industrial District

Other District

P-D.....	Planned Development District
U-V.....	Urban Village District
N-C.....	Neighborhood Center
N-A-C.....	Neighborhood Activity Center

VARIANCE CRITERIA

Section 30-43 of the Orange County Code Stipulates specific standards for the approval of variances. No application for a zoning variance shall be approved unless the Board of Zoning Adjustment finds that all of the following standards are met:

1. Special Conditions and Circumstances – Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district. Zoning violations or nonconformities on neighboring properties shall not constitute grounds for approval of any proposed zoning variance.
2. Not Self-Created – The special conditions and circumstances do not result from the actions of the applicant. A self-created hardship shall not justify a zoning variance; i.e., when the applicant himself by his own conduct creates the hardship which he alleges to exist, he is not entitled to relief.
3. No Special Privilege Conferred – Approval of the zoning variance requested will not confer on the applicant any special privilege that is denied by the Chapter to other lands, buildings, or structures in the same zoning district.
4. Deprivation of Rights – Literal interpretation of the provisions contained in this Chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Chapter and would work unnecessary and undue hardship on the applicant. Financial loss or business competition or purchase of the property with intent to develop in violation of the restrictions of this Chapter shall not constitute grounds for approval.
5. Minimum Possible Variance – The zoning variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.
6. Purpose and Intent – Approval of the zoning variance will be in harmony with the purpose and intent of this Chapter and such zoning variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

SPECIAL EXCEPTION CRITERIA:

Subject to Section 38-78, in reviewing any request for a Special Exception, the following criteria shall be met:

1. The use shall be consistent with the Comprehensive Policy Plan.
2. The use shall be similar and compatible with the surrounding area and shall be consistent with the pattern of surrounding development.
3. The use shall not act as a detrimental intrusion into a surrounding area.
4. The use shall meet the performance standards of the district in which the use is permitted.
5. The use shall be similar in noise, vibration, dust, odor, glare, heat producing and other characteristics that are associated with the majority of uses currently permitted in the zoning district.
6. Landscape buffer yards shall be in accordance with Section 24-5, Orange County Code. Buffer yard types shall track the district in which the use is permitted.

In addition to demonstrating compliance with the above criteria, any applicable conditions set forth in Section 38-79 shall be met.

**ORANGE COUNTY BOARD OF ZONING ADJUSTMENT
RECOMMENDATIONS
June 7, 2012**

<u>PUBLIC HEARING#</u>	<u>APPLICANT</u>	<u>DISTRICT#</u>	<u>BZA Recommendations</u>	<u>PAGE#</u>
SE-12-05-030	Central Florida District Church of the Nazarene	2	Approved w/Conditions	1
VA-12-06-031	Joe's Crab Shack	1	Approved	8
VA-12-06-034	Jean Culp	3	Approved w/Conditions	14
SE-12-06-036	Robert Raponi	2	Approved w/Conditions	23
VA-12-06-032	Beverly A. Shiver	2	Approved	36
SE-12-06-037	Antonio Kraft	2	Approved w/Conditions	40
VA-12-06-035	Tom Price	1	Approved w/Conditions	51
SE-12-06-033	Iglesia Casa Del Alfarero	3	Approved w/Conditions	60
SE-12-07-038	Central Florida Road Course	4	Approved w/Conditions	74

CENTRAL FLORIDA DISTRICT CHURCH OF THE NAZARENE - SE-12-05-030

REQUEST: AMENDED REQUEST: Special Exception in A-1 zone to expand an existing religious use facility to include a school for up to 100 students (Grades K-12th grade)
(Note: No new construction is proposed. Proposed school will use existing facilities on site. The proposed number of students is 100, not 60 as advertised last month)

ADDRESS: 5503 N Hiawassee Rd.

LOCATION: East side of Hiawassee Rd., 650 ft. south of Clarcona Ocoee Rd.

S-T-R: 36-21-28

TRACT SIZE: 4.6 acres

DISTRICT#: 2

LEGAL: S 531.38 FT OF W 440 FT OF SW1/4 OF SW1/4 (LESS W 60 FT FOR RD R/W PER OR 4049/0123) OF SEC 36-21-28

PARCEL ID: 36-21-28-0000-00-037

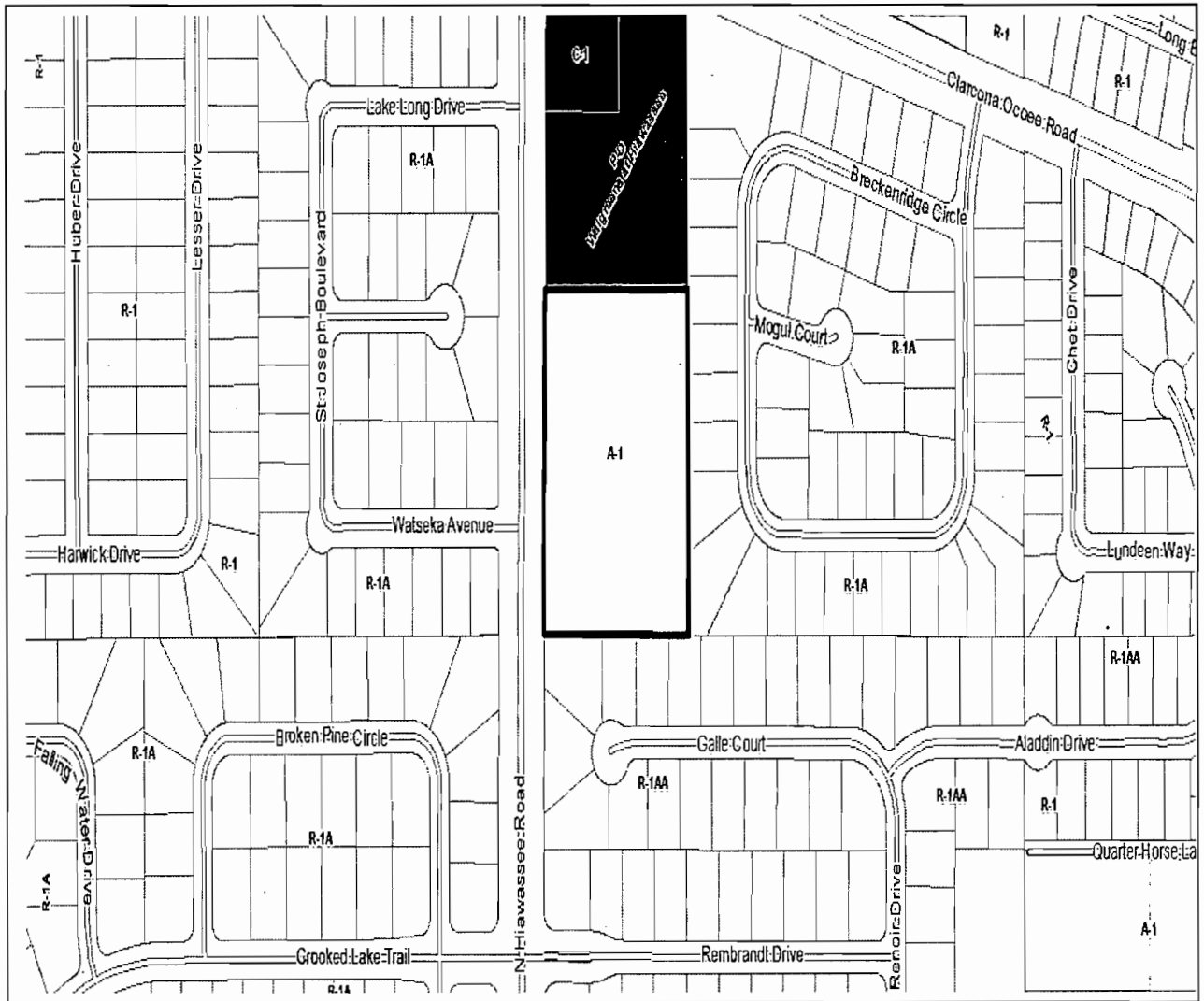
DECISION: Approved the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions: (unanimous)

1. Development in accordance with site plan dated July 20, 2000 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. No more than 100 students shall be permitted in the school;
3. Prior to opening and using the school, a use permit shall be required;
4. Signage shall be in accordance with Section 31.5-75, Orange County Code;
5. The future sanctuary shown on the plan is not approved with this submittal. Any expansions of the religious use shall require special exception approval; and
6. Plans for land use permit shall be submitted within 3 years or this approval becomes null and void.

SYNOPSIS: The applicant is proposing a school for up to 100 students inside the existing gymnasium. No new construction is proposed.

Staff gave a short presentation about the site's demographics. In conclusion Staff's position was the request was reasonable and typical for many religious uses.

The BZA agreed and approved the request subject to 6 conditions. There was no opposition at the hearing.



Applicant: CENTRAL FLORIDA DISTRICT CHURCH OF THE NAZARENE

BZA Number: SE-12-05-030

BZA Date: 06/07/2012

District: 2

Sec/Twn/Rge: 36-21-28

Tract Size: 4.6 acres

Location: East side of Hiawasse Rd., 650 ft. south of Clarcona Ocoee Rd.



5503 N. Hiwassee Rd.
Orlando, FL 32818
Ph. 407-601-7969
Fax 407-286-6909

RE: Special Exception Request

To whom it may concern,

The purpose of this request is to extend the use of one building of our facility. We have some classrooms that we use on Thursday night for children and youth and also on Sunday morning for Bible classes. Our present zoning is for worship and church related activities. We want to expand for weekday school. The classrooms are in the rec/meeting building that is proposed to be used for the non-profit weekday Christian school.

We are requested a zoning exception to our present zoning in order that we may have a Non-profit Christian weekday school. The school would operate Monday thru Friday from approximately 8:00 am through 3:00 pm, otherwise, normal and usual school hours. We anticipate approximately 60 students from kindergarten to 12th grade as we begin; with school personnel of 5 – 7. In addition we will from 3 to 5 parents working as volunteers.

We will be using the existing facilities. No new construction at all. We will be using the classrooms in the rec/meeting building. We anticipate using a total of 6 classrooms.

Having this school in our facilities will help and assist the surrounded community. The students will get a good education, especially those who are struggling to learn. It also will be a benefit with various programs like: clothing give-a-ways, literacy and math programs, just to name a few.

Thank you for your consideration. If you have any questions, please don't hesitate to contact me via email at montedesantidad7@gmail.com or at 407-601-7969.

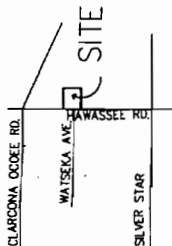
Cordially,

Pastor Raúl Lugo
Iglesia Monte de Santidad

9906 SITE

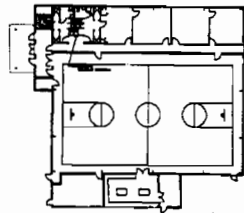


LOCATION MAP
R.T. &

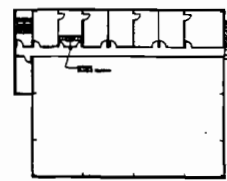


SITE PLAN
1" = 40' - 0"

ZONED R-1A

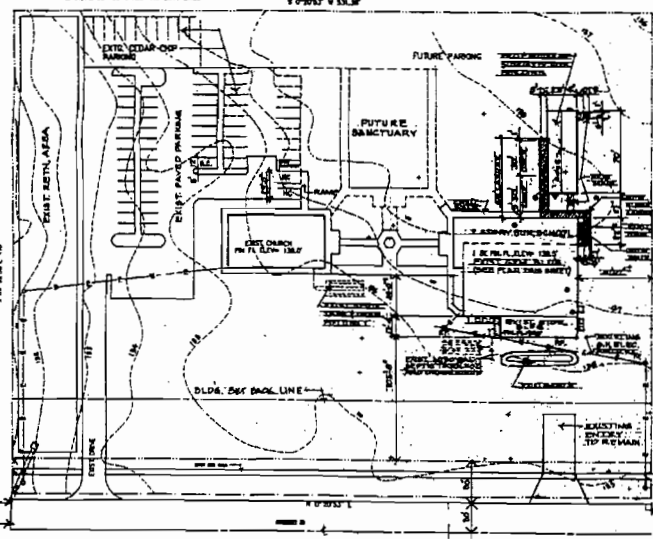


FIRST FLOOR PLAN

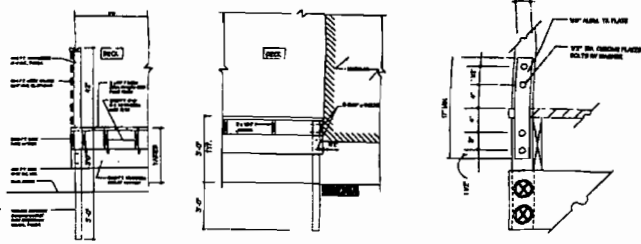


SECOND FLOOR PLAN

ZONED R-1A



ZONED R-1A



1. SECTION
ELEV. 10'-0"

2. SECTION
ELEV. 10'-0"

3. SECTION
ELEV. 10'-0"

LEGAL DESCRIPTION:

THAT PART OF THE WEST 440.00 FT. OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, T.21 N. E. 22 E. DEKALB COUNTY, FLORIDA, LING SOUTHWESTLY OF CLARCONA-OCOEE ROAD AND LESS THE WEST 30.00 FT. FOR HAWASSEE ROAD AND ALSO LESS THE NORTH 1/2 OF SAID PARCEL AS DETERMINED BY ACRES.

TOILETS:

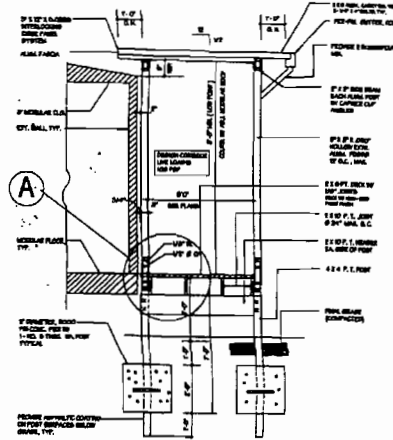
NO NEW TOILETS REQUIRED - PROPOSED SUNDAY SCHOOL / TRAILER WILL USE EXISTING TOILETS.

NOTE:

1. THIS BUILDING IS DESIGNED TO SDC 1997, SECTION 1606 FOR 100 MPH WIND VELOCITY.

EXIST. SEPTIC TANK NO. 2

SUNDAY SCHOOL SEATING: 120 @ 3 GPD = 360 GPD OR
OTM: PEOPLE 50 @ 3 GPD = 150 GPD USE 360 GPD
= 1000 GAL SEPTIC TANK DRAIN FIELD - ABSORPTION BED
SOL: LAKELAND FINE SAND PERK RATE LESS THAN 1 IN./IN.
SIZE: 600 GPD / 2' x 300 x 1.25 = 375 SF



3. SECTION
ELEV. 10'-0"

PLUMBING FIXTURE TABLE

FIXTURE	QUANTITY	UNIT	NOTE
TOILETS	4	EA	40 PEOPLE
SINKS	4	EA	40 PEOPLE
SHOWERS	4	EA	40 PEOPLE
STOVE	1	EA	40 PEOPLE
REF	1	EA	40 PEOPLE
DISHWASHER	1	EA	40 PEOPLE
ICE MAKER	1	EA	40 PEOPLE
WATER HEATER	1	EA	40 PEOPLE
WATER SPLITTER	1	EA	40 PEOPLE
WATER FILTER	1	EA	40 PEOPLE
WATER SOFTENER	1	EA	40 PEOPLE
WATER TREATMENT	1	EA	40 PEOPLE
WATER PUMP	1	EA	40 PEOPLE
WATER METER	1	EA	40 PEOPLE
WATER VALVE	1	EA	40 PEOPLE
WATER PIPE	1	EA	40 PEOPLE
WATER FITTING	1	EA	40 PEOPLE
WATER JOINT	1	EA	40 PEOPLE
WATER GASKET	1	EA	40 PEOPLE
WATER O-RING	1	EA	40 PEOPLE
WATER BOLT	1	EA	40 PEOPLE
WATER NUT	1	EA	40 PEOPLE
WATER WASHER	1	EA	40 PEOPLE
WATER BRUSH	1	EA	40 PEOPLE
WATER HOSE	1	EA	40 PEOPLE
WATER TAP	1	EA	40 PEOPLE
WATER SPOUT	1	EA	40 PEOPLE
WATER NOZZLE	1	EA	40 PEOPLE
WATER GUN	1	EA	40 PEOPLE
WATER PUMP	1	EA	40 PEOPLE
WATER MOTOR	1	EA	40 PEOPLE
WATER DRIVE	1	EA	40 PEOPLE
WATER CASE	1	EA	40 PEOPLE
WATER FRAME	1	EA	40 PEOPLE
WATER BASE	1	EA	40 PEOPLE
WATER FLANGE	1	EA	40 PEOPLE
WATER GASKET	1	EA	40 PEOPLE
WATER O-RING	1	EA	40 PEOPLE
WATER BOLT	1	EA	40 PEOPLE
WATER NUT	1	EA	40 PEOPLE
WATER WASHER	1	EA	40 PEOPLE
WATER BRUSH	1	EA	40 PEOPLE
WATER HOSE	1	EA	40 PEOPLE
WATER TAP	1	EA	40 PEOPLE
WATER SPOUT	1	EA	40 PEOPLE
WATER NOZZLE	1	EA	40 PEOPLE
WATER GUN	1	EA	40 PEOPLE

architects in partnership
creative graphics - chaves
503 N. HAWASSEE RD. ORLANDO, FLORIDA 32803
TEL: 407.251.1111 FAX: 407.251.1112
WWW.AIPARTNERSHIP.COM

project SUNDAY SCHOOL MODULAR
KOREAN PRESBYTERIAN CHURCH
503 N. HAWASSEE RD. ORLANDO, FLORIDA
32803

Job No. 2000
Date 7-21-00
Drawn ACH
Checked and
Reviewed
drawing
SITE PLAN
Sheet of
A1



STAFF REPORT
CASE #SE-12-05-030
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
May 3, 2012
Commission District: 2

GENERAL INFORMATION:

APPLICANT: CENTRAL FLORIDA DISTRICT CHURCH OF THE NAZARENE

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in A-1 zone to expand an existing religious use facility to include a school for up to 100 students (Grades K-12th grade)
(Note: No new construction is proposed. Proposed school will use existing facilities on site)

LOCATION: East side of Hiawassee Rd., 650 ft. south of Clarcona Ocoee Rd.

PROPERTY ADDRESS: 5503 N Hiawassee Rd.,

PARCEL ID: 36-21-28-0000-00-037

PUBLIC NOTIFICATION: 114

TRACT SIZE: 4.6 acres

DISTRICT #: 2

ZONING: A-1

EXISTING USE(S): Religious use facility

PROPOSED USE(S): School

SURROUNDING USES: Single family residences surround the site on the east, south and west sides. Commercial uses are located on the north closer to Clarcona-Ocoee Road

STAFF FINDINGS AND ANALYSIS:

1. The applicant proposes a small school inside the existing meeting/gymnasium building. No new construction is proposed.
2. The proposed school will have a maximum of 100 students grades K-12 grade.
3. The facility and required infrastructure exists. That includes the sanctuary, driveway cuts, parking lot and retention and fencing.
4. The site is large enough to accommodate a small school. The proposed school (meeting/gymnasium) building will be located approximately 150 feet from the homes to the east. This constitutes a significant setback.
5. Proposed school hours are Monday - Friday from 8:00 am to 3:00 pm. This is typical of most schools.
6. The request is reasonable provided there are sufficient sound and visual barriers along the east and south property lines. An on-site inspection revealed a painted 6 foot wooden fence along the east and south property lines. Staff's position is with the extensive setback and the fence, the request is reasonable.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated July 20, 2000 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. No more than 100 students shall be permitted in the school;
3. Prior to opening and using the school, a use permit shall be required;
4. Signage shall be in accordance with Section 31.5-75, Orange County Code;
5. The future sanctuary shown on the plan is not approved with this submittal. Any expansions of the religious use shall require special exception approval; and
6. Permits shall be obtained within 3 years or this approval becomes null and void.

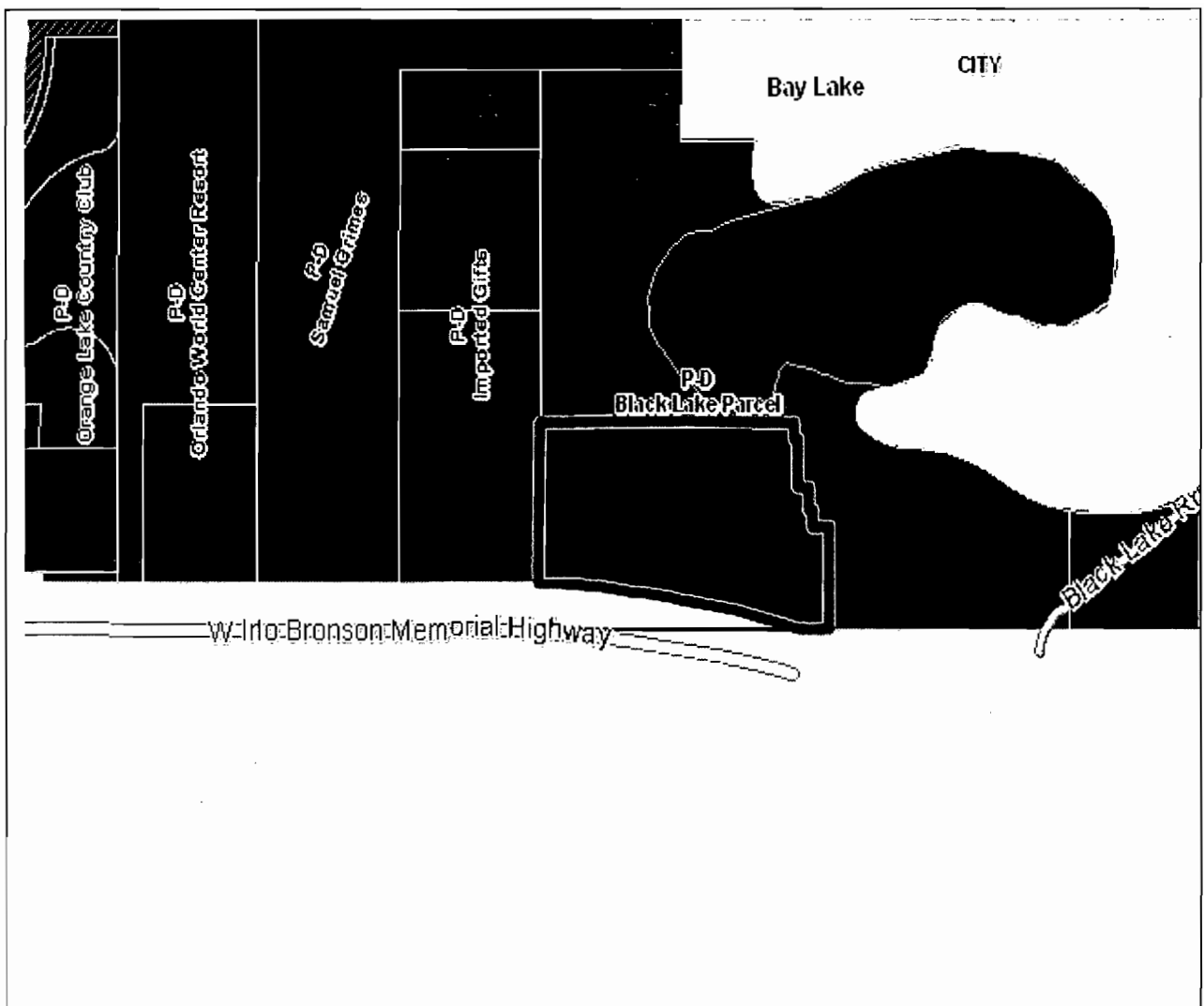
JOE'S CRAB SHACK
VA-12-06-031

REQUEST: Variance in PD zone to allow a ground sign 14 ft. in height in lieu of 8 ft.
ADDRESS: 7901 W Irlo Bronson Memorial Hwy.
LOCATION: North side of Irlo Bronson Memorial Hwy, 1/2 mile east of S.R. 429.
S-T-R: 34-24-27
TRACT SIZE: 5.6 acres
DISTRICT#: 1
LEGAL: PT OF BLACK LAKE VILLAGE 75/149 LOT 1 MORE PARTICULARLY DESCRIBED AS COMM AT SW OF SEC 34-24-27 TH S89-45-59E ALONG SOUTH LINE OF SAID SEC 34 285.08 FT FOR POB SAID PT BEING A NON TANG CURVE CONCAVE SLY RAD 2964.79 FT CENT ANG 12-04-41 TH FROM A CHORD BRG
PARCEL ID: 34-24-27-1000-01-000
NO. OF NOTICES: 15

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 requesting to increase the height of the existing ground sign from 8 feet to 14 feet. There is an elevated landscaped berm in front of the property that partially obstructs the view of the sign.

The BZA concluded the request was partially blocked and this created a valid hardship on the land. There was no opposition.



Applicant: JOE'S CRAB SHACK

BZA Number: VA-12-06-031

BZA Date: 06/07/2012

District: 1

Sec/Twn/Rge: 33-24-27

Tract Size: 5.6 acres

Location: North side of Irlo Bronson Memorial Hwy, 1/2 mile east of S.R. 429.

NW SIGN INDUSTRIES

IDENTIFY WITH QUALITY

360 Crider Avenue Moorestown, NJ 08057 – 856-802-1677 – FAX 856-802-0412 – www.nwsignindustries.com

Orange County Zoning Division
201 S. Rosalind Avenue
Post Office box 2687
Orlando, FL 32802-2687
407-836-3111

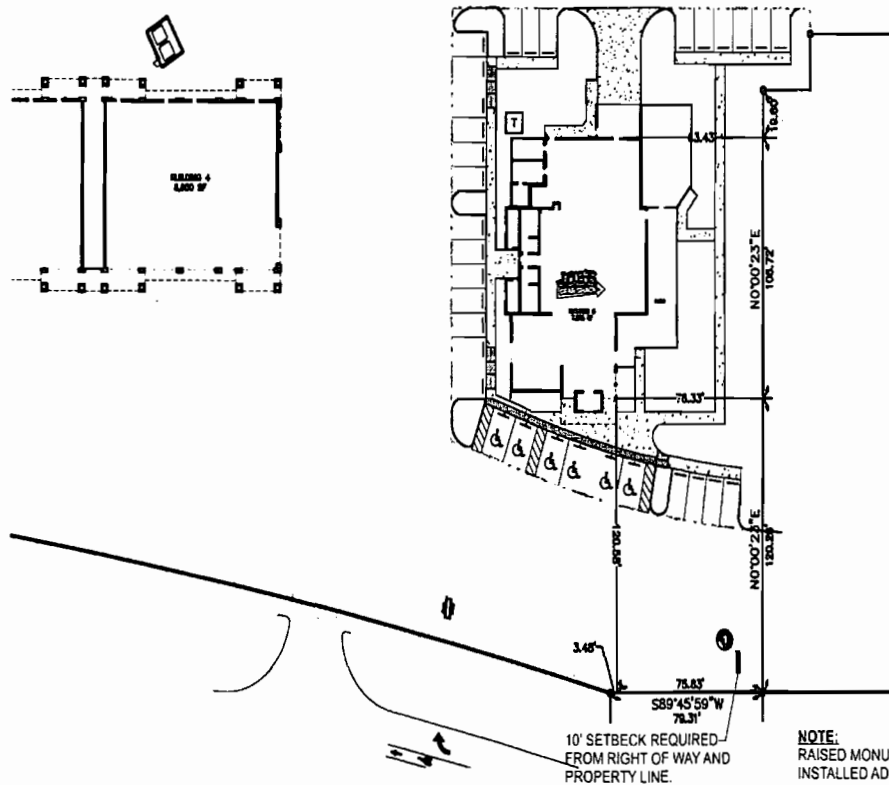
Re: Variance application
Joe's Crab Shack
7903 Irlo Bronson Memorial Highway

Enclosed please find the application materials required in connection with the request of Ignite Restaurant Group for a variance to raise the height of their Monument sign located at 7903 Irlo Bronson Memorial Highway.

The existing 60 sq ft monument sign was previously permitted at 8' in height. We are requesting to raise the existing 60 sq ft monument sign an additional 6' in height to an overall height of 14'. The proposed raised base of the sign is designed to reflect the same appearance as the restaurant. It will be clad with durable, attractive siding in the same colors as the restaurant.

As indicated in the photos included, the visibility of the sign at its current height of 8' is extremely limited due to the difference in grade from the road; distance from the road and surrounding landscape. The approval of the requested variance would aid customers in locating the restaurant further enhancing roadway safety for the public.

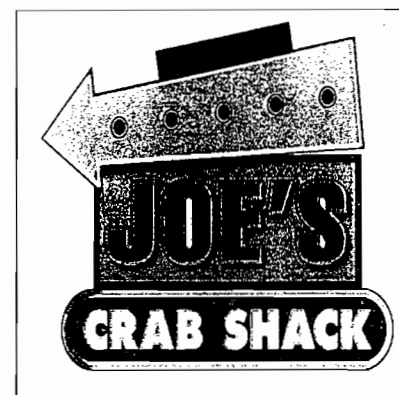
Thank you,
Brian Smith
NW Sign Industries
Corporate Headquarters
360 Crider Avenue
Moorestown, NJ 08057
856-359-6018
brsmith@nwsignindustries.com



SIGN SCHEDULE			
Proposed Sign Inventory			
Site #	#	Sign Code	Description
JCSKS	1	M-60	Monument
REVISION NOTES			

Ignite Restaurant Group West US 192 & Black Lake Rd Kissimmee, FL JCSKS 5 KK RR 4/13/12 2 12-1457-00

CORPORATE OFFICE: 360 CRIDER AVENUE MOORESTOWN, NEW JERSEY 08057 P - 856.802.1677 F - 856.802.0412
FLORIDA: 2414 SAND LAKE RD. ORLANDO, FL 32837 TEXAS: 11706 ST. GRAND PRINCE, TX 75660 & 10153 HIGHWAY 63, TOMBALL, TX 77671 NORTH CAROLINA: 110 CASCADE DR. CONCORD, NC 28027 INDIANAPOLIS: 1118 SOUTH WINT. BLVD. 200 CHICKASAW, IN 46015 CALIFORNIA: 1015 AVENUE ALVARADO, TUCUCLA, CA 95110 MEXICO: CALZADA DEL BAILENO 3650 POCUOLLO 112 MAQUE INDUSTRIAL EL BAJO TECATE BAJA CALIFORNIA MEXICO
THIS IS AN ORIGINAL UNAPPROVED DRAWING CREATED BY NW SIGN INDUSTRIES, INC. IT IS PROVIDED FOR THE EXCLUSIVE USE BY THE CUSTOMER AND FOR THE PROJECT NAMED IN THE TITLE BLOCK. IT SHALL NOT BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF NW SIGN INDUSTRIES, INC. THIS DRAWING IS AN INSTRUMENT OF SERVICE AND SHALL REMAIN THE EXCLUSIVE PROPERTY OF NW SIGN INDUSTRIES, INC. © NW SIGN INDUSTRIES, INC. 2012



SIDE B VIEW - P-60
SCALE: NTS

MAIN MONUMENT

ARROW CABINET - DF
 RETURN MATERIAL: .080 Aluminum over Z" aluminum frame
 RETURN FINISH: Yellow (Match 116 C)
 CABINET DEPTH: Z" 4"
 FACE MATERIAL: .125 Aluminum
 FACE FINISH: Yellow (Match 116 C)
 GRAPHIC SPECS: Circles to be routed out of aluminum face & backed w/3/16" thick
 white acrylic. Vinyl inlays to be applied to acrylic faces (Blue to Match M35 287 C).
 INTERNAL ILLUMINATION: Multi-colored led 34 bulbs (Rings around bulb to be painted
 to match bulbs)
 EXPOSED NEON: 15mm Clear Glow
 POWER SUPPLY: 50Watt transformer - mounted inside of cabinet
 INSTALL METHOD: Cabinet to slide over main steel support, and bolted into place.

CABINET RETURN MATERIAL: .080 Aluminum oves 2" alum angle frame
CABINET RETURN FINISH: Blue PMS Coated 297
CABINET DEPTH: 2'-0"
FACE MATERIAL: .125 Aluminum
FACE FINISH: Blue PMS Coated 297 & White letter contour - painted
CHANNEL LETTER RETURN MATERIAL: .060 alum.
RETURN FINISH: Rad (to match PMS 187C Rad)
RETURN DEPTH: 3"
LETTER BACK: .080 alum.
INTERNAL ILLUMINATION: Exposed 15mm Clear Rad neon
POWER SUPPLY: 60mA Transformer - mounted inside of cabinet
INSTALL METHOD: Cabinet to slide over main steel support, and bolted to place

WAB SHIVA CABINET - 60"
CABINET RETURN MATERIAL: .080 Aluminum over 2" angle frame
CABINET RETURN FINISH: Red PMS Coated 187
CABINET DEPTH: 2'-0"
FACE MATERIAL: .125 Aluminum
FACE FINISH: Red PMS Coated 187 & White letters - painted
CHANNEL BORDER RETURN MATERIAL: .063 alum.
RETURN FINISH: Red PMS Coated 187
RETURN DEPTH: 3"
INSIDE FINISH OF CHANNEL BORDER: White
INTERNAL ILLUMINATION: Exposed 15mm 6500 White neon
POWER SUPPLY: 60mA transformer - mounted inside of cabinet
INSTALL METHOD: Cabinet to slide over main steel support, and bolted into place

MATERIAL: .125 Aluminum
FINISH: Hardplank siding - 5/16" colonial textured. Painted semi-gloss BM-1486 Winterwood. Border to be 1/4" textured cement board trim, painted semi-gloss BM Mountain Moss.

CABINET MATERIAL: FABD .125 Aluminum Cabinet
CABINET RETURN FINISH: Black Matte
CABINET DEPTH: 1'-6"
FACE MATERIAL: .125 Aluminum
FACE FINISH: Black Matte
ILLUMINATION: Exposed 15mm Clear Red neon (only Vacancy Illuminates)

<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> INTERNAL <input checked="" type="checkbox"/> EXTERNAL <input type="checkbox"/> 120V <input type="checkbox"/> 277V	<input type="checkbox"/> NO FLUORESCENT LAMPS <input type="checkbox"/> LED ILLUMINATED <input checked="" type="checkbox"/> OTHER (SEE CALL OUTS)	SERVICE SWITCH LOCATION <input checked="" type="checkbox"/> ON SIGN <input type="checkbox"/> ON WALL <input type="checkbox"/> OTHER (SEE CALL OUTS)
-------------------------------------	---	--	--	--

☒ ON SIGN
☐ ON WALL
☐ OTHER (SEE CALL OUTS)



☐ SINGLE FACED
☒ DOUBLE FACED
☐ OTHER (SEE CALL OUTS)

☒ ACRYLIC (SEE CALL OUTS)
☐ POLYCARBONATE (SEE CALL OUTS)
☒ ALUMINUM (SEE CALL OUTS)
☒ OTHER (SEE CALL OUTS)

☒ PAINT (SEE CALL OUTS)
☐ VINYL (SEE CALL OUTS)

☐ MOUNTED ONTO INTERIOR WALL
☐ MOUNTED ONTO EXTERIOR WALL
☒ POLE MOUNTED INTO CONCRETE FOOTER
☐ REPLACEMENT (TO MATCH EXISTING - SEE CALL OUT)

ALL BOXES TO BE FAB'D AS INDIVIDUAL BOXES

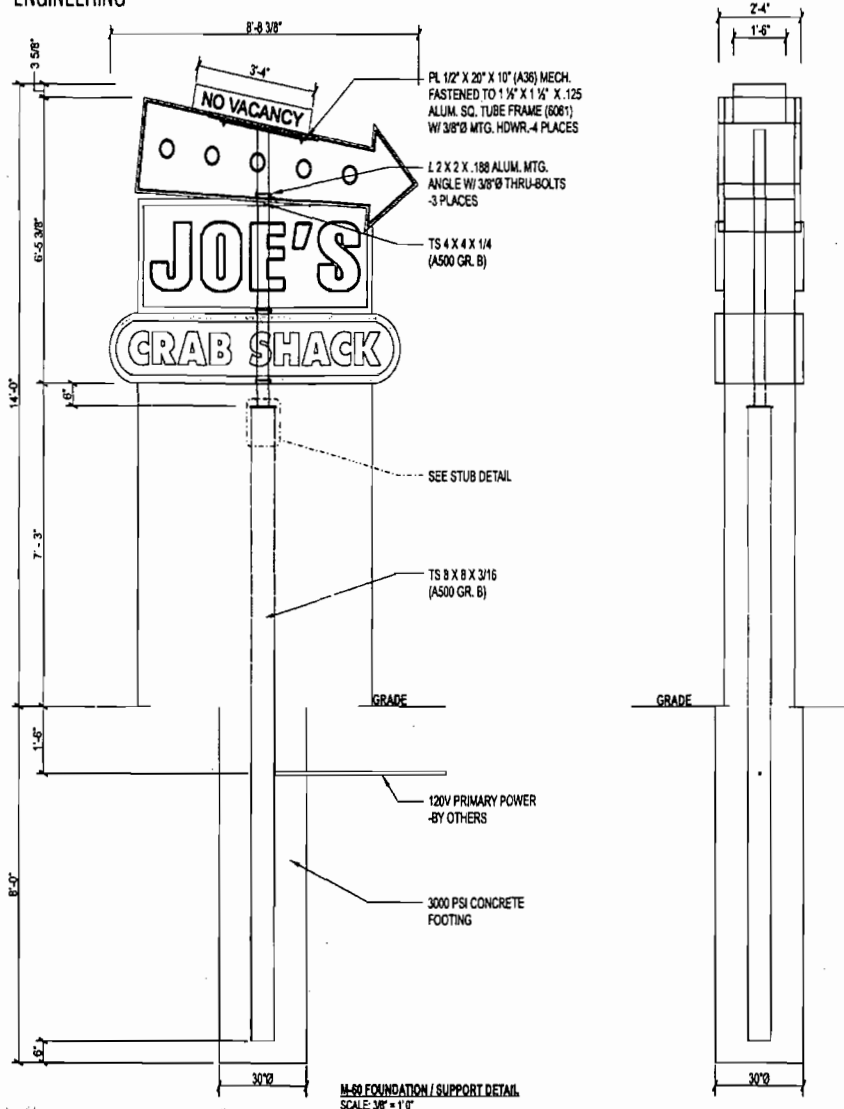
JCSKS

CORPORATE OFFICE: 360 CRIDER AVENUE MOORESTOWN, NEW JERSEY 08057 P- 856.802.1677 F- 856.802.0412

CORPORATE OFFICE: 360 CRIDER AVENUE, MOORESTOWN, NEW JERSEY 08057 / P- 856.862.1677 / F- 856.862.0412

ENGINEERING

NW SIGN INDUSTRIES BETTER FASTER SMARTER



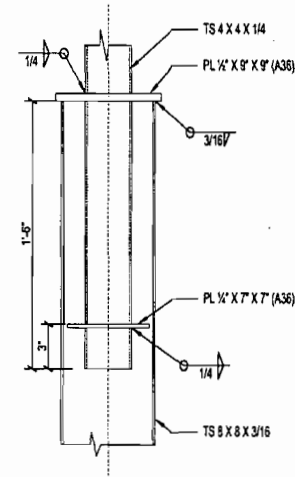
THIS STRUCTURE(S) HAS BEEN DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE 2010 FLORIDA BUILDING CODE, CHAPTER 16, STRUCTURAL DESIGN. THE FOLLOWING WIND LOAD REQUIREMENTS, IN ACCORDANCE WITH SECTION 1609, WERE EMPLOYED IN THE DESIGN OF THE STRUCTURE.

GENERAL NOTES:

- U.L. LISTED - FILE NUMBER E157099
- ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH "NEC" REF. SECTION 900
- ALL ELECTRICAL SIGN SECTIONS TO HAVE U.L. LABEL IN ACCORDANCE WITH "NEC" 900.3 AND MANUFACTURERS LABEL LOCATED NEXT TO DISCONNECT SWITCH
- ALL NON-CURRENT CARRYING METAL PARTS OF SIGN SHALL BE GROUNDED & BONDED IN ACCORDANCE WITH "NEC" 250
- ALL WIRING CONTAINED IN ENCLOSED AREAS WITH LAMPS SHALL BE FUTURE RATED
- SPlicing OF CONDUCTORS SHALL BE MADE IN JUNCTION BOXES OR SIMILAR METAL ENCLOSURES
- AT THE POINT THAT ELECTRICAL CABLE PASSES THRU THE SIGN BOX, IT SHALL PASS THRU A U.L. LISTED RUBBER GROMMET

ULTIMATE WIND SPEED 140 MPH
IMPORTANCE FACTOR: 1.0
EXPOSURE C

ESTIMATED SIGN WEIGHT
-450 lbs.



STUB DETAIL
SCALE: 1 1/2" = 1'-0"

Ignite Restaurant Group

West US 192 & Black Lake Rd Kissimmee, FL

JCSKS

5

12-1457-00

CORPORATE OFFICE: 340 CRIDER AVENUE MOORESTOWN, NEW JERSEY 08057 P - 856.802.1677 F - 856.802.0412
FLORIDA: 2414 SAND LAKE RD. ORLANDO, FL 32829 TEXAS: 11706 ST. GRAND PRINCE, TX 75506 & 10150 PARKWAY RD. TOPKAL, TX 77751 NORTH CAROLINA: 170 CAYCE DR. CONCORD, NC 28027 MISSISSAUGA: 1108 SOUTH HWY 51, SUITE 206 CHICAGO, IL 60618 CALIFORNIA: 4345 AVENUE 104, SAN JOSE, CA 95128 MEXICO: CALZADA DEL BAYO NO. 105, MODULO 11.2 PARQUE INDUSTRIAL EL BAYO, TECATE, BAJA CALIFORNIA, MEXICO
THIS IS AN ORIGINAL UNPUBLISHED ENGINEERING DRAWING CREATED BY NW SIGN INDUSTRIES, INC. IT IS PROVIDED FOR THE EXCLUSIVE USE BY THE CUSTOMER AND FOR THE PROJECT NAMED IN THIS TITLE BLOCK. IT SHALL NOT BE PROVIDED TO ANY OTHER SIGN MANUFACTURER OR USER FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF NW SIGN INDUSTRIES, INC. THIS DRAWING IS AN INSTRUMENT OF SERVICE AND SHALL REMAIN THE EXCLUSIVE PROPERTY OF NW SIGN INDUSTRIES, INC. © NW SIGN INDUSTRIES, INC. 2012

JEAN CULP
VA-12-06-034

REQUEST: Variance in A-2 zone to allow an accessory building 1,920 sq. ft. in size to remain in lieu of 1,000 sq. ft.
ADDRESS: 953 Oberry Hoover Rd.
LOCATION: East side of O'Berry Hoover Rd., 1 mile south of E Colonial Dr.
S-T-R: 22-22-31
TRACT SIZE: 124 ft. x 311 ft.
DISTRICT#: 3
LEGAL: 10257-8569 ERROR IN LEGAL--THE N 124.42 FT OF S 248.84 FT OF W1/4 OF SW1/4 OF SW1/4 (LESS W 30 FT RD RW) OF SEC 22-22-31
PARCEL ID: 22-22-31-0000-00-055
NO. OF 42
NOTICES:

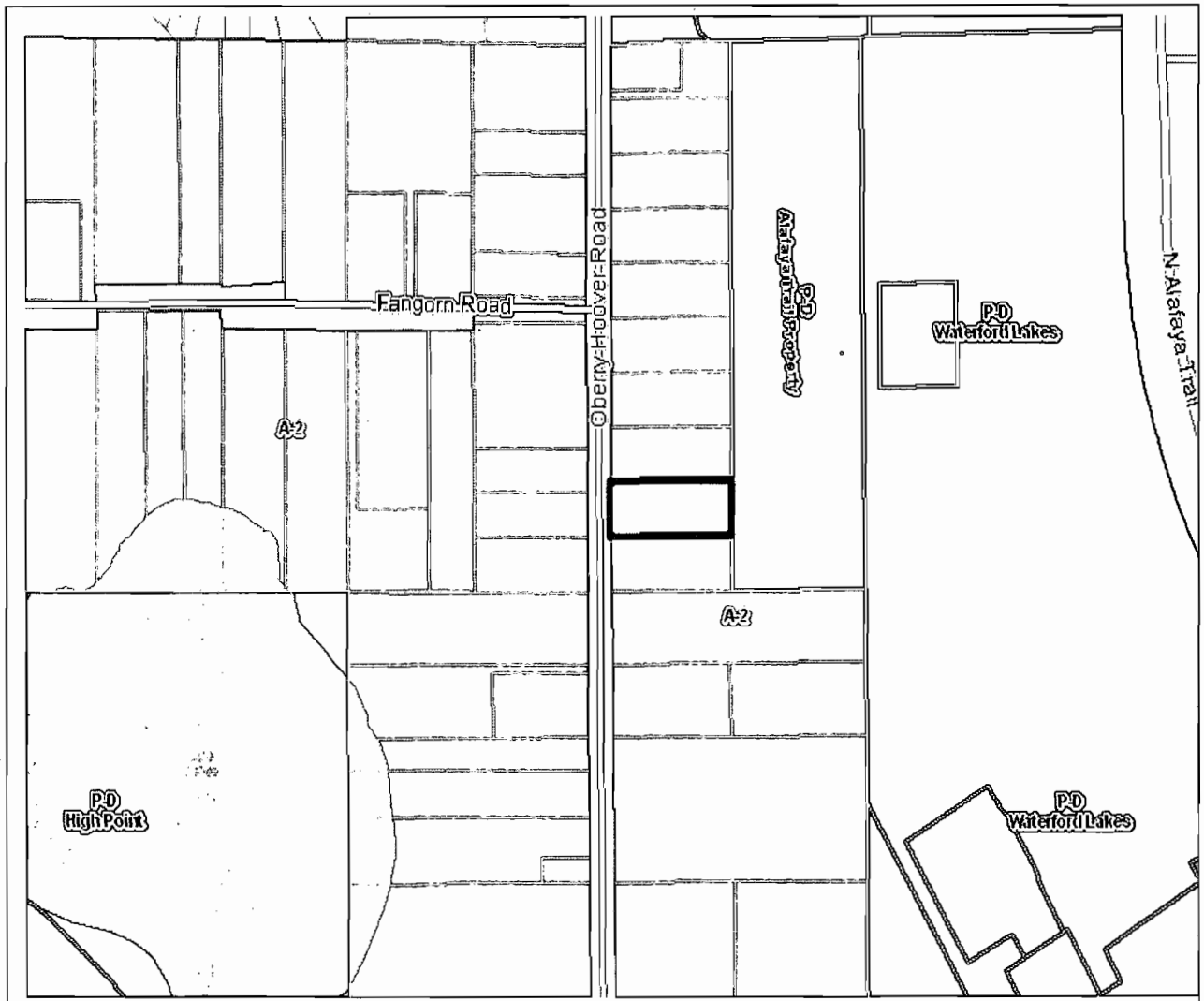
DECISION: Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following condition: (unanimous) The applicant shall obtain a permit for the accessory building within 30 days of BCC approval or this approval becomes null and void.

SYNOPSIS: The applicant constructed a 1,920 sq. ft. accessory building without the proper permits. The building was reported to Code Enforcement through an anonymous phone call in March. When the applicant was cited for the unpermitted construction, he immediately came in to pull the proper permits to rectify the situation.

The subject parcel is .9 acres in size. Code limits agricultural zoning districts under 1 acre in size to a maximum of 1,000 sq. ft. of accessory buildings. Parcels 1 acre to 5 acres in size are allowed a maximum of 2,000 sq. ft. The applicant falls just shy of this standard.

Staff demonstrated there have been at least 4 similar BZA cases approved in the past that all exceeded the size of the building the applicant constructed.

Staff recommended approval of the request with no conditions. The neighbor located directly across the street spoke in favor of the request at the public hearing.



Applicant: JEAN CULP

BZA Number: VA-12-06-034

BZA Date: 06/07/2012

District: 3

Sec/Twn/Rge: 22-22-31

Tract Size: 124 ft. x 311 ft.

Location: East side of O'Berry Hoover Rd., 1 mile south of E Colonial Dr.

April 16, 2012

To Whom it May Concern:

This letter is to request a variance for a metal building that is intended to be used as a garage and hobby room. The building is 1920 sq. ft. (24' X 80'), and is 8' high at the walls and 10' high in the center. It is 34' from the side property line and 63' from the rear of the property and approximately 180' from the road.

Thank you for you time in this matter.

Sincerely,

Jean Culp
Tem Raskin

Untitled

April 6, 2012

Re: Jean Culp/Tem Raskin

To Whom It May Concern:

I presently reside at 945 Oberry Hoover Rd. My residence is next door to Mr. Raskins home at 953 Oberry Hoover rd. He has a free standing building on the back of his property. I have no objections to this building. I believe the building was placed properly and meets all safety requirements for the property. It is a nice looking building and looks like it was professionally built.

Mary Baldwin



Jeffrey Baldwin



Page 1

March 28, 2012

Re: Jean Culp/Tem Raskin

To Whom It May Concern:

We reside at 940 O'Berry Hoover Road. Our neighbor, Tem Raskin, resides at 953 O'Berry Hoover Road. He has a free-standing building in the back of his property. We believe this building is safe and we have no objections to this addition to his property.

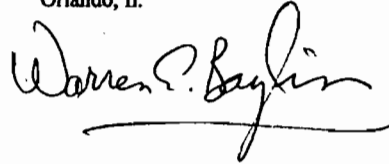


Darrell and Teresa Geyer

Re: Jean Culp / Tem Raskin

I presently live across the street at 950 O'Berry Hoover Rd. I have no objection to the additional Building at 953 O'Berry Hoover Rd. It is well built and causes us no concern.

Warren E. Bayliss
950 O'Berry Hoover Rd.
Orlando, fl.

A handwritten signature in cursive script, reading "Warren E. Bayliss", with a horizontal line drawn underneath the name.

April 13, 2012

RE / Sean Culp / Tam Raskin

To whom may concern:-

We reside at 962 O'Berry Hoover Road. Our neighbor

lives at 953 O'Berry Hoover Road. made a building in
back yard. We have no objection to building.

Building looks good. No problems for neighborhood.

Any questions please call (407) 380-7783.

Thank-you,
Lowrie & Kelly Brown

Lowrie & Kelly Brown
962 O'Berry Hoover Road
Orlando FL 32825

Re: Jean Cult - Tim Raskin

To whom it may concern:

I am the property owner at 975 O'berry Hoover Rd, Orlando, FL, 32825.
I have no objection to the structure recently placed on the property 2 physical
(mailing) addresses south of my property provided that it's use is strictly for
personal reasons and will not be used at any time for commercial purposes of any
kind.

Sincerely,

Jeffrey P Werkheiser

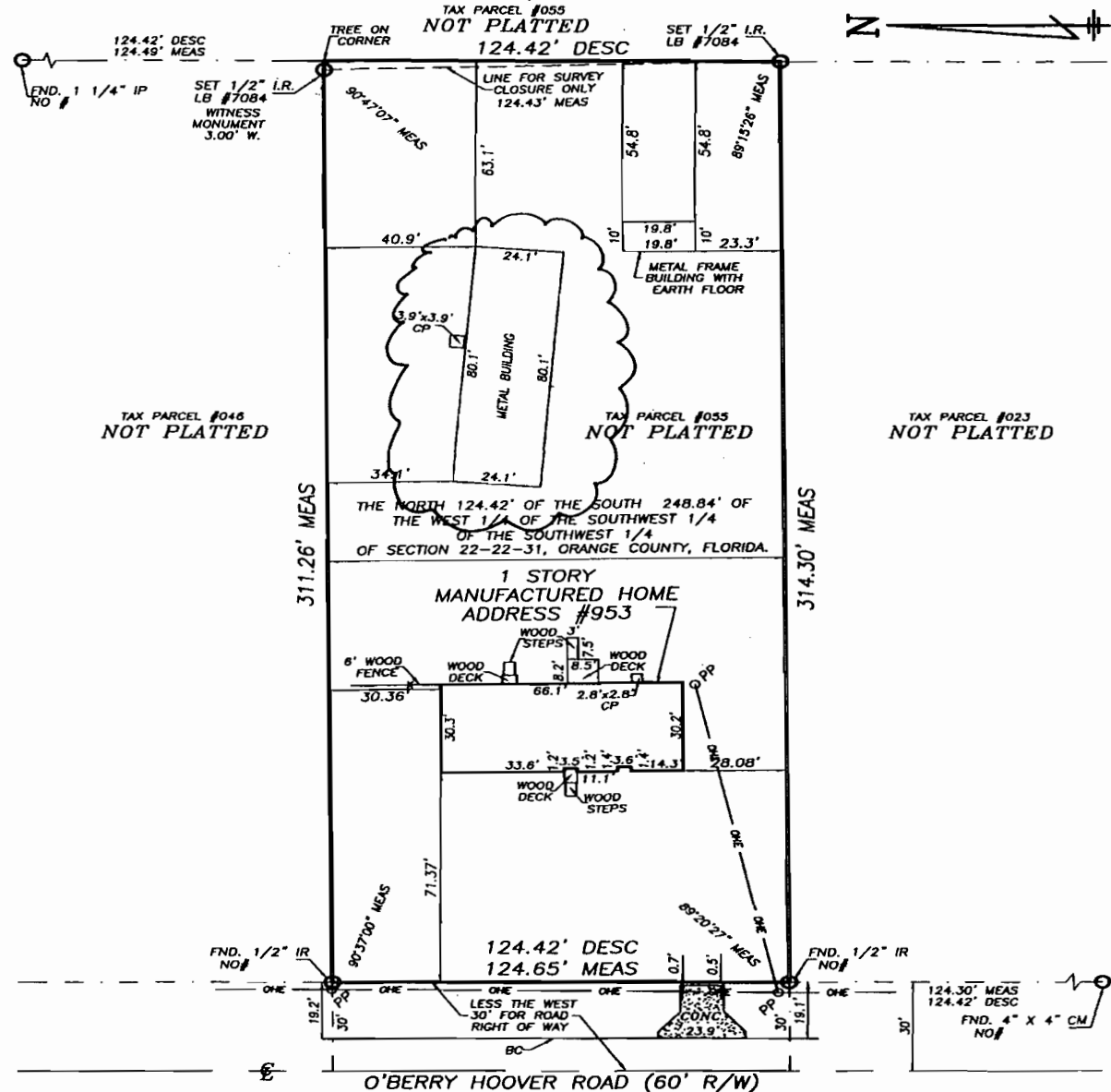
4/15/12

Jeffrey P Werkheiser

MAP OF SURVEY

DESCRIPTION

THE NORTH 124.42 FEET OF THE SOUTH 248.84 FEET OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 31 EAST, (LESS THE WEST 30 FEET FOR ROAD RIGHT OF WAY), ORANGE COUNTY, FLORIDA.



DF# 22-22-31A

NOTE: UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.

BOUNDARY SURVEY CERTIFIED TO: JEAN CULP.

FIELD DATE: APRIL 12, 2012

SCALE: 1"=40' DRAWN BY: A. R.

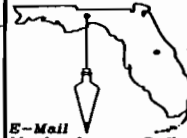
BEARING STRUCTURE BASED ON THE EAST RIGHT OF WAY LINE OF O'BERRY HOOVER ROAD.

THIS BUILDING/LOT IS IN FLOOD ZONE X, BASED ON FLOOD INSURANCE RATE MAP, NO.120179 0290 F, ORANGE COUNTY, FLORIDA.

LEGEND	
BC	BACK OF CURB
CALC	CALCULATED
E	CENTERLINE
CA	CENTRAL ANGLE
CLF	CHAIN LINK FENCE
CONC	CONCRETE
CBW	CONCRETE BLOCK WALL
CM	CONCRETE MONUMENT
CP	CONCRETE PAD
CW	CONCRETE WALKWAY
COVD	COVERED
DESC	DESCRIPTION
DR	DRIVEWAY
DE	DRAINAGE EASEMENT
ESMT	EASEMENT
E/P	EDGE OF PAVEMENT
F/E	FINISHED FLOOR ELEVATION
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
L	ARC LENGTH
LB	LICENSE BUSINESS
MEAS	MEASURED
MS	METAL SHED
N&D	NAIL & DISK
N	NUMBER
ONE	OVERHEAD ELECTRICAL
OL	ON LINE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PC	POINT OF CURVATURE
PP	POWER POLE
P&M	PLAT & MEASURED
R	RADIUS
R/W	RIGHT OF WAY
TYP	TYPICAL
UE	UTILITY EASEMENT
UB	UTILITY BOX
WF	WOOD FENCE
W	WIRE
W&A	WIRE & ANCHOR

REVISIONS:

M.A.P.
Land Surveying, Inc.



E-Mail: Maplandsurvey@cfi.rr.com

4515 Curry Ford Rd.
Suite C
Orlando FL 32812
PH. 407 896 4557
FAX 407 277 3778

LB #7084

Andrew Perry
Andrew Perry, P.S.M.
Professional Surveyor & Mapper #6124
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL, OR THE ELECTRONIC SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.

ROBERT RAPONI
SE-12-06-036

REQUEST: Special Exception and Variance in A-1 zone as follows:
1) Special Exception to allow a detached Accessory Dwelling Unit (ADU) to remain; and
2) Variance to allow a detached Accessory Dwelling Unit (ADU) to remain 864 sq. ft. in size in lieu of 670 sq. ft. in size.

ADDRESS: 1604 Yvonne St.

LOCATION: South side of Yvonne St., 1/2 mile east of N. Thompson Rd.

S-T-R: 02-21-28

TRACT SIZE: 88 ft. x 301 ft.

DISTRICT#: 2

LEGAL: WEKIWA HILLS SECOND ADDITION V/27 LOT 15 BLK C

PARCEL ID: 02-21-28-9116-03-150

NO. OF 76

NOTICES:

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 submitted with the application and all other applicable regulations;
2. The Accessory Dwelling Unit shall be designed to match the principal residence;
3. The Accessory Dwelling Unit shall not be rented out and shall be used by family members only; and
4. Permits to occupy the Accessory Dwelling Unit shall be obtained within 1 year or this approval becomes null and void.

SYNOPSIS: The applicant is renovating his house and the separate dwelling unit on the property. The structures were built in the early 1970's. The separate dwelling unit requires special exception approval. It will be used by the applicant's mother in law.

The BZA concluded the request will not adversely impact anyone and it met the spirit and intent of the Accessory Dwelling Unit regulations. There was no opposition at the hearing.



Applicant: ROBERT RAPONI

BZA Number: SE-12-06-036

BZA Date: 06/07/2012

District: 2

Sec/Twn/Rge: 02-21-28

Tract Size: 88 ft. x 301 ft.

Location: South side of Yvonne St., 1/2 mile east of N. Thompson Rd.

4/12/12

To: Orange County Zoning Division

Re: 1604 Yvonne St. Apopka, FL 32712
Special Exception and Variance Request

I recently purchased the above referenced property for myself and my family to live in while having my mother-in-law reside in the separate accessory dwelling at the rear of the property. I am in the process of remodeling the dwellings and when I called Progress Energy to turn on the power I was told they can only turn on the meter to the primary dwelling at the front of the property. There is a power pole 25 feet to the West of the accessory dwelling and Progress Energy told me a meter could be installed very easily and with underground wires but they said something about needing a different service address (i.e. 1604 A and 1604 B Yvonne St).

This is what brought about this special exception request for an accessory dwelling unit and I want to do this the correct way even though the existing structure has been there since 1970 and I thought would not be an issue. When I tried to research permits for the accessory dwelling I was told the records did not go back to 1970. The power was previously run from the primary dwelling but it only has 100 Amp service and is not sufficient to power both dwellings.

In addition to the special exception, I am also requesting a variance due to the living area of the existing accessory dwelling being 195 square feet over the allowable 45% of primary dwelling unit. I may expand the primary dwelling unit in the future which will put it within 45% but need the variance for now since I am already spending a significant amount of money remodeling. The parcel is zoned A1 and is .6073 of an acre. The primary dwelling unit is 1,488 square feet of living space, the accessory dwelling unit is 864 square feet of living space and the workshop/shed is 396 square feet.

Based on the circumstances and the fact we are referring to an existing dwelling that was constructed 42 years ago, myself and my family ask that you approve both requests for a special exception and for a variance.

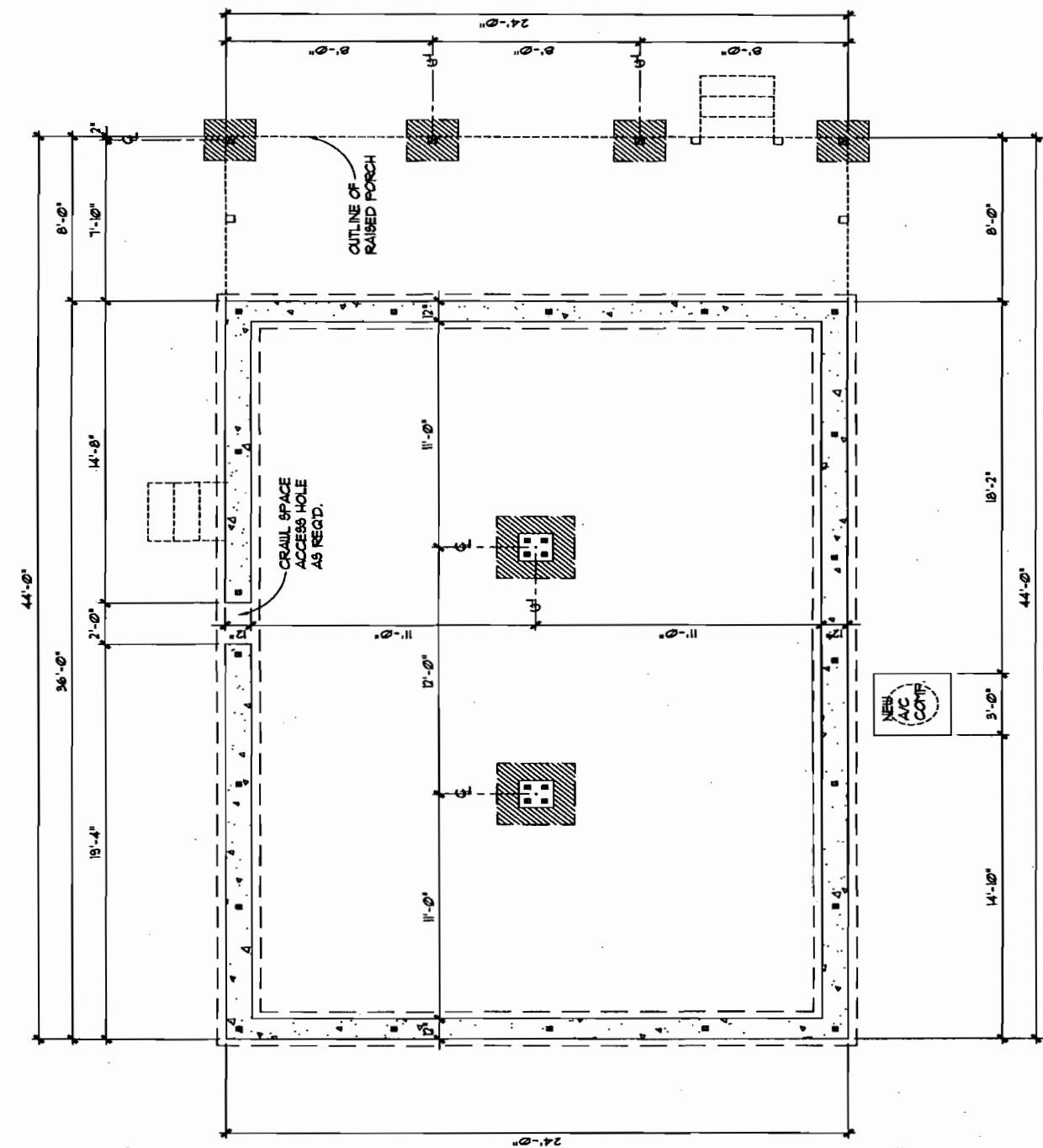
Sincerely,

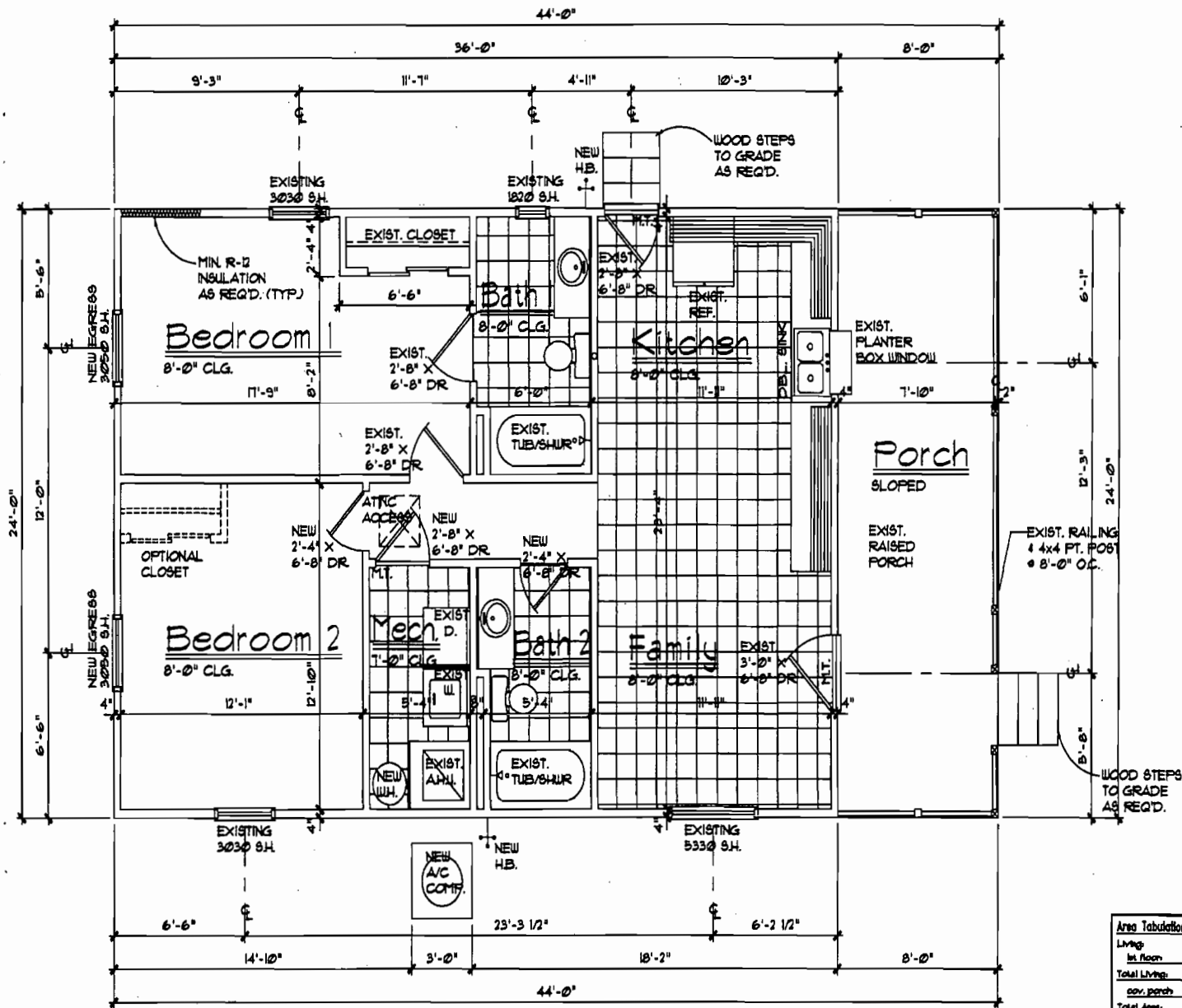


Robert Raponi

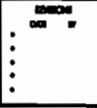
DATE	1/17/17
BY	JD
CHECKED BY	JD
APPROVED BY	JD

Crawl Space Plan
 1/16"=1'-0"





Area Tabulations		
Living	sq. ft.	
Total Living	sq. ft.	
cov. porch	sq. ft.	
Total Area	sq. ft.	
Floor Plan		
1/4"=1'-0"		

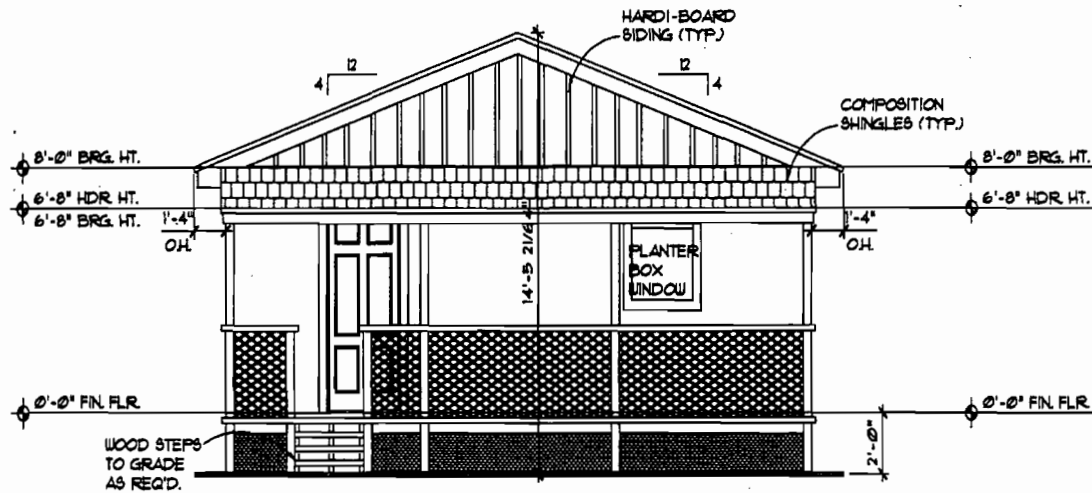


UNIT B, REMODEL
1004 YVONNE STREET, UNIT B

Drawn by	10
Checked by	10
Date	01-11-11
Scale	1/4" = 1'-0"
Sheet No.	0-001

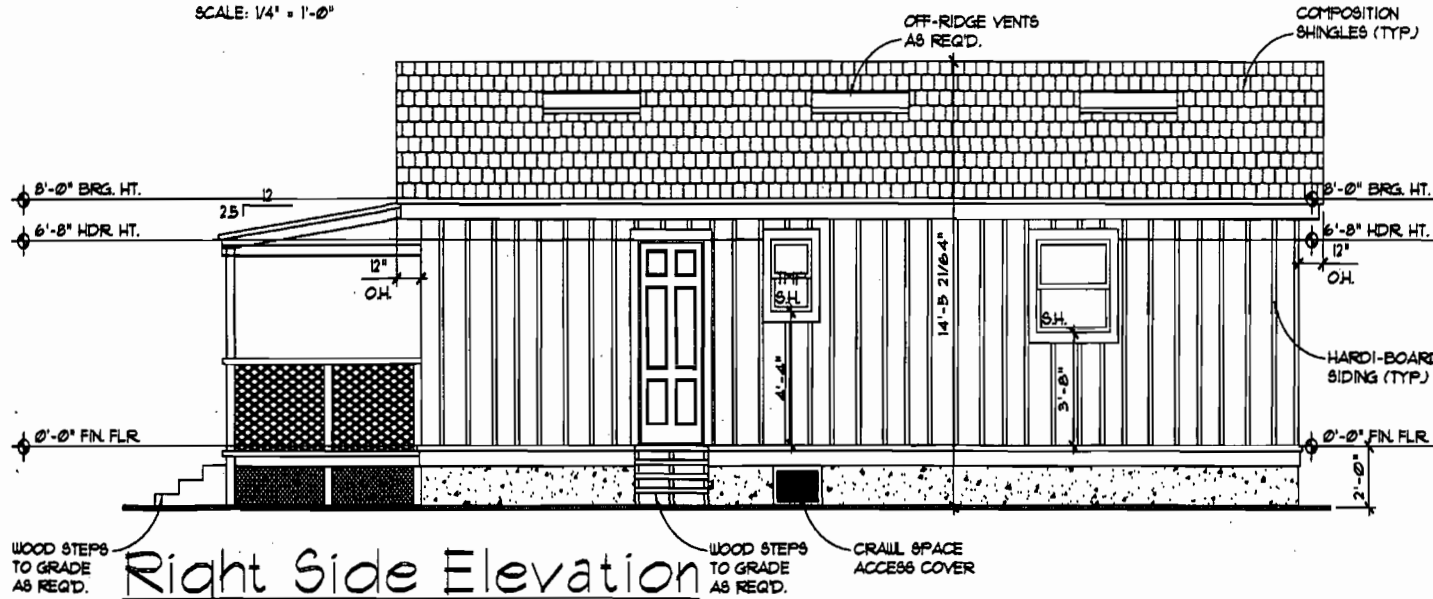
Drawing No.

2



Front Elevation

SCALE: 1/4" = 1'-0"



Right Side Elevation

SCALE: 1/4" = 1'-0"

CHECK
BY
DATE

EAGLE
DESIGN SERVICES
CLARK COUNTY, MISSISSIPPI
1001 ONE 1985/03-1402 1402-1402-1402 1402-1402

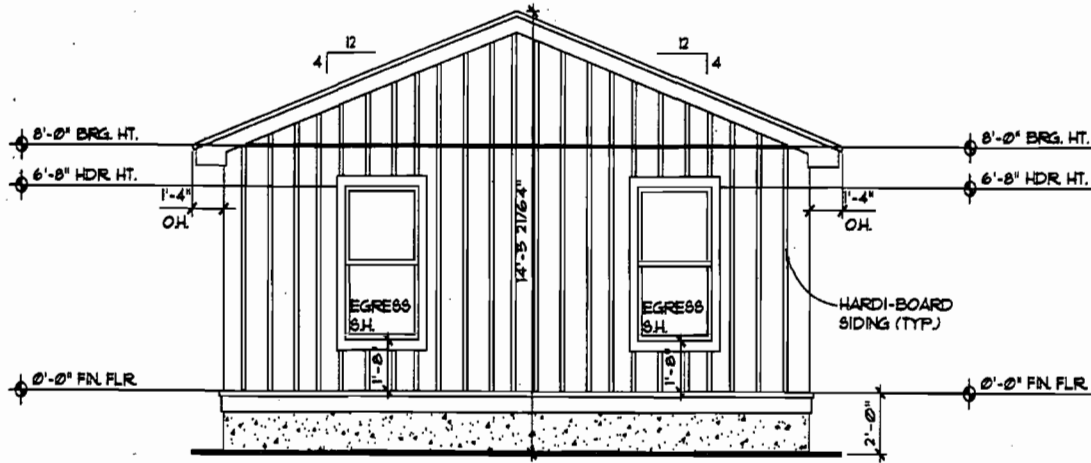
UNIT B, REMODEL
1004 YORRSE STREET, UNIT B

1/4" = 1'-0"
1/4" = 1'-0"
1/4" = 1'-0"
1/4" = 1'-0"

REVISIONS

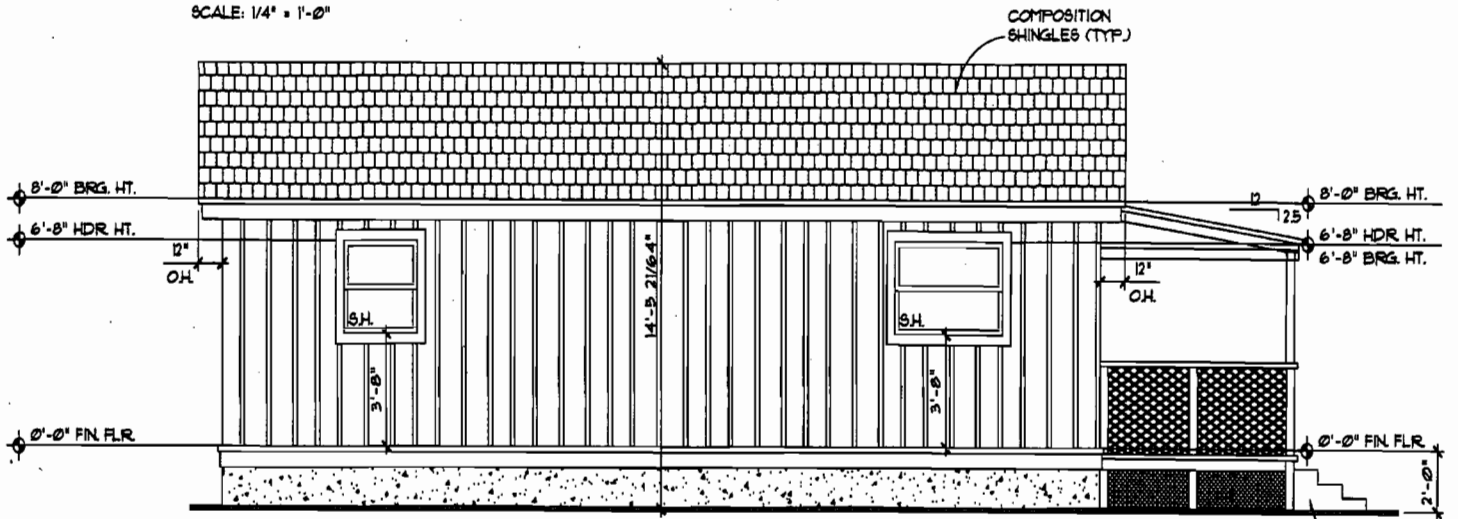
3

Elevations
1/4" = 1'-0"



Rear Elevation

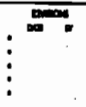
SCALE: 1/4" = 1'-0"



Left Side Elevation

SCALE: 1/4" = 1'-0"

Elevations
1/4" = 1'-0"



EAGLE
DESIGN SERVICES
CLINT CUMMINS DESIGN
OFFICE: 1004 YVONNE STREET, UNIT B
ST. LOUIS, MO 63103-4400
TEL: 314.433.1100
FAX: 314.433.1101
WWW.EAGLEDDESIGN.COM

UNIT B, REMODEL
1004 YVONNE STREET, UNIT B

Drawn by	ML
Checked by	ML
Date	04-11-12
Scale	1/4" = 1'-0"
Sheet No.	31
Project No.	1004 YVONNE STREET, UNIT B

REVISIONS

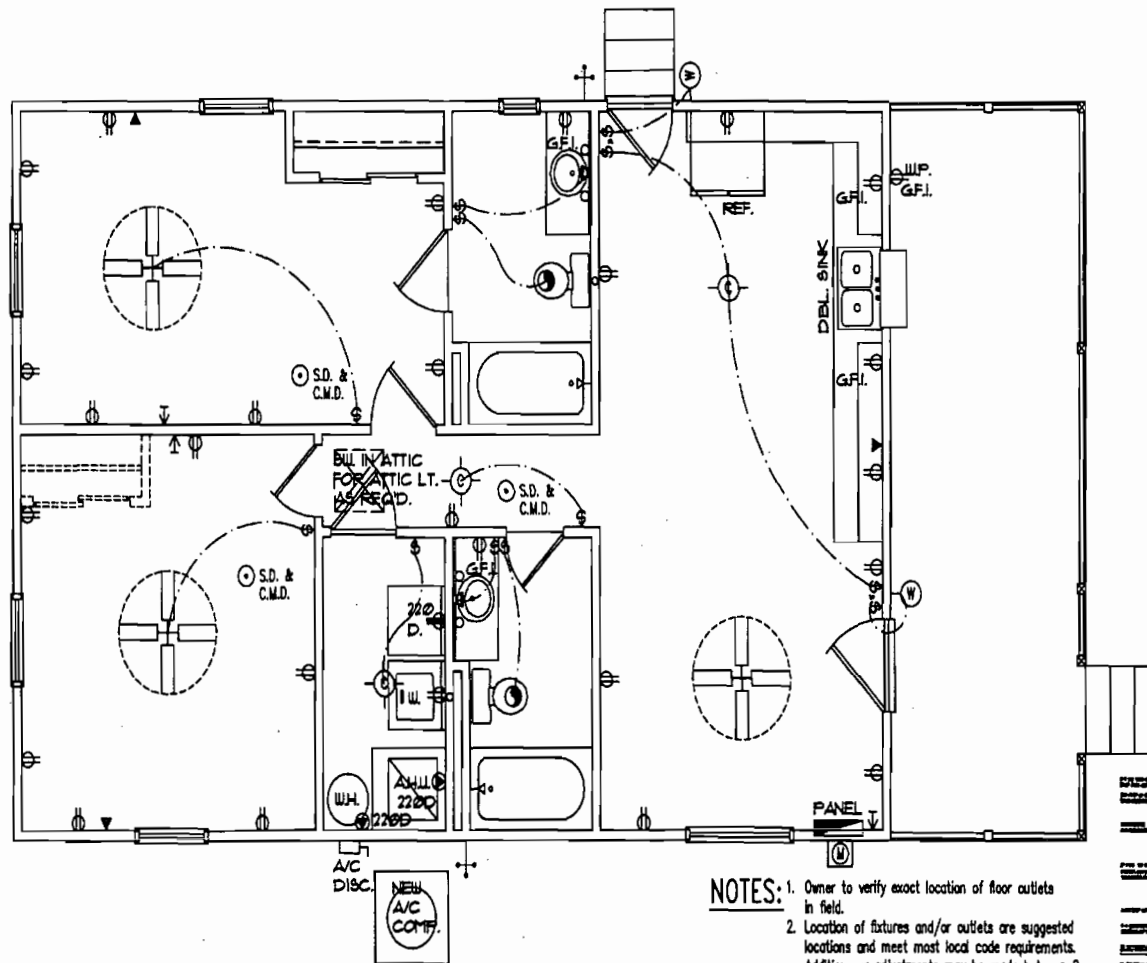
4

EAGLE ♦ ♦

ONE TRUCK • LATE MARCH • MONDAY • 1976 • 40°-55°F

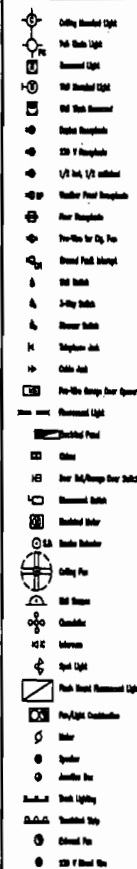
1. FLOOR INCREASE LAYOUT TO BE COORDINATED WITH GENERAL CONTRACTOR AND HVAC CONTRACTOR TO PROVIDE ACCESS CHANGES AND UNOCCUPIED RAMP FOR HVAC DUCT WORK.
2. ALL FLOOR INCREASES SHIP CHANGES TO BE APPROVED BY GENERAL CONTRACTOR AND THE HVAC CONTRACTOR. ANY CHANGES TO BE REPORTED TO THE DESIGNER PRIOR TO CONSTRUCTION.
3. FLOOR INCREASE PLAN IS FOR DESIGN INTENT ONLY. SEE BUILDING MATERIALS EQUIPMENT SCHEDULE FOR FINAL APPROVED LAYOUT.





- NOTES:**
1. Owner to verify exact location of floor outlets in field.
 2. Location of fixtures and/or outlets are suggested locations and meet most local code requirements. Additions or adjustments may be made between Owner and Builder in the field, is owners responsibility.
 3. All outlets the kitchen or bathrooms to be GFI.
 4. All outlets over countertops to be 42" A.F.F. unless otherwise noted.
 5. All smoke detectors to be hard wired and interconnected.

ELECTRICAL LEGEND

[illegible]

Electrical Plan
1/4"=1'-0"

◆ EAGLE ◆
DESIGN SERVICES
BOSTON, MASS 02110

UNIT B, REMODEL
1804 YVONNE STREET, UNIT B

. 6 .



STAFF REPORT
CASE #SE-12-06-036
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
June 7, 2012
Commission District: 2

GENERAL INFORMATION:

APPLICANT: ROBERT RAPONI

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception and Variance in A-1 zone as follows:

- 1) Special Exception to allow a detached Accessory Dwelling Unit (ADU) to remain.
- 2) Variance to allow a detached Accessory Dwelling Unit (ADU) to remain 864 sq. ft. in size in lieu of 670 sq. ft. in size.

(NOTE: This case is a result of Code Enforcement action)

LOCATION: South side of Yvonne St., 1/2 mile east of N. Thompson Rd.

PROPERTY ADDRESS: 1604 Yvonne St.

PARCEL ID: 02-21-28-9116-03-150

TRACT SIZE: 88 ft. x 301 ft.

DISTRICT #: 2

ZONING: A-1

EXISTING USE(S): Single family residence and detached dwelling unit

PROPOSED USE(S): Detached Accessory Dwelling Unit for applicant's mother-in-law

SURROUNDING USES: The site is surrounded by single family residences

STAFF FINDINGS AND ANALYSIS:

1. The proposed detached accessory dwelling unit (ADU) is existing. Applicant states the unit was existing when he purchased the property. However, building permit records do not exist from the 1970's. This application will make the Accessory Dwelling Unit official;
2. The applicant's mother in law will reside in the detached ADU. The size of the ADU is 864 sq. ft. Typical ADU's range in size from 800 sq. ft. to 1500 sq. ft.
3. The applicant is remodeling the main house and the ADU. Applicant is advised the ADU should match the design of the main house and the ADU cannot be rented out;
4. Staff's position is this is an unobtrusive request and the ADU will not adversely impact anyone. The request meets the intent and spirit of the ADU regulations.
5. The ADU regulations require that impact fees may be assessed for all ADU's. Applicant needs to contact the Building Division for information about impact fees.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan submitted with the application and all other applicable regulations;
2. Permits to occupy the Accessory Dwelling Unit shall be obtained within 1 year or this 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. ROBERT RAPONI

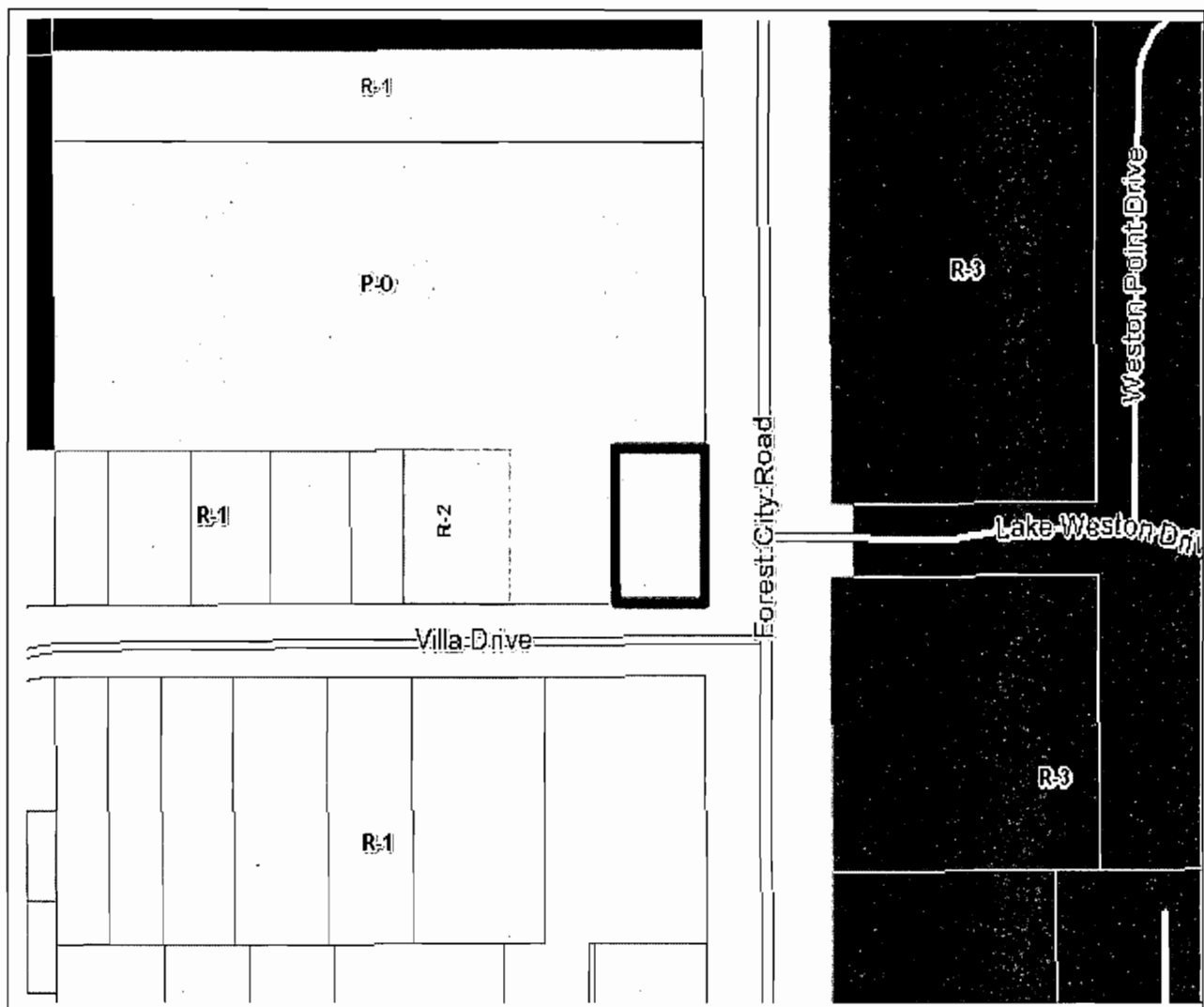
BEVERLY A. SHIVER
VA-12-06-032

REQUEST: Variance in P-O zone to allow an addition to an existing office building 22.99 ft. from the front property line in lieu of 25 ft.
ADDRESS: 6318 Forest City Rd.
LOCATION: West side of Forest City Rd., 1,500 ft. north of Edgewater Dr.
S-T-R: 33-21-29
TRACT SIZE: 84 ft. x 128 ft.
DISTRICT#: 2
LEGAL: BROWNIE VILLA M/30 LOTS 1 & 2 BLK A (LESS S 5 FT FOR R/W & LESS E 34 FT FOR RD R/W)
PARCEL ID: 33-21-29-0972-01-010
NO. OF 68
NOTICES:

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 proposes an expansion to the existing office building. Land was taken from this property for the widening of Forest City Road. As a result, the new addition does not meet the setback from Forest City Road.

Staff advised the applicant that these circumstances are viewed as legitimate hardships which warrant zoning variances. The BZA agreed. There was no opposition.



Applicant: BEVERLY A. SHIVER

BZA Number: VA-12-06-032

BZA Date: 06/07/2012

District: 2

Sec/Twn/Rge: 33-21-29-SE-D

Tract Size: 84 ft. x 128 ft.

Location: West side of Forest City Rd., 1,500 ft. north of Edgewater Dr.

April 19, 2012

To: Mr. Tim McClendon & BZA

Orange County Building Department

RE: Zoning variance

We are requesting a zoning set back variance of 3.5' to complete an addition to our present office building. The existing building presently has 17.5 ft. setbacks but is legally nonconforming due to the taking of property on Forest City Rd. Our addition will be set back further at 22.9 ft. in lieu of 25 ft. setbacks.

Prior to purchasing our building we brought our zoning of PO/ Storage up to date and consistent with the future land use of the property through the zoning process. At this time we also presented our final architectural plans to the Orange County Planning Department supervisor Joe Sargent who assured us our final building would fit into the present zoning and planning regulations.

Upon the assurances from the planning department we purchased the building and are now ready to complete our office and storage area. We are requesting the setback variance so that we may proceed with the site plan and demolition permits and building structure.

Thank you, for your consideration in this area

Beverly A. Shiver

BROWNIE-VILLA

[illegible]

- 1) SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2) APPARENT PHYSICAL USE, INCLUDING BUT NOT LIMITED TO, DRIVEWAYS, SIDEWALKS AND UTILITIES ARE AS SHOWN HEREON.
- 3) PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X" ACCORDING TO F.I.R.M. MAP PANEL No. 12095C0235F, DATED SEPTEMBER 23, 2009. THE FLOOD INSURANCE RATE MAP IS NOT A SURVEY. FLOOD ZONE DETERMINATION IS AN OPINION ONLY.
- 4) DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- 5) UNLESS NOTED OTHERWISE, NO UNDERGROUND IMPROVEMENTS, FOUNDATIONS/FOOTERS OR ROOF OVERHANGS HAVE BEEN LOCATED. ENVIRONMENTAL CONDITIONS AND GOVERNMENTAL REQUIREMENT NOT DETERMINED BY SURVEYOR.
- 6) SYMBOLS NOT TO SCALE.
- 7) OWNERSHIP OF SUBJECT PROPERTY AND IMPROVEMENTS UNDETERMINED BY SURVEYOR.
- 8) THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 40'.
- 9) BUILDING TIES ARE NOT TO BE USED TO CONSTRUCT DEED OR PLATTED LINES
- 10) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, USES, OWNERSHIP OR MATTERS OF RECORD BY THIS FIRM.
- 11) THE RELATIVE ACCURACY OF FIELD MEASURED CONTROL EXCEEDS 1 FOOT IN 10,000 FEET.
- 12) POTENTIAL BOUNDARY INCONSISTENCIES OBSERVED: DOUBLE MONUMENTATION AT SW & NW LOT CORNER AS SHOWN HEREON.
- 13) RECORD PLAT CONTAINS ANGLES AND DISTANCES ONLY. BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT OF WAY LINE OF FOREST CITY ROAD HAVING AN ASSUMED BEARING OF N 01°10'30" E.

FND - FOUND
A/C - AIR CONDITIONER
OHL - OVERHEAD UTILITY LINE
IR - IRON PIPE
R/C - RIG AND CAP
UR - UTILITY RISER
(P) - PLAT
(M) - MEASURED
OHL - OVERHEAD UTILITY LINE
(F) - FIELD
LB - LICENSED BUSINESS
IR - IRON ROD
ID - IDENTIFICATION
(L) - LEGAL
(C) - CALCULATED
S/W - SIDEWALK

ON THIS SURVEY IS RESTRICTED TO THOSE PARTIES LISTED AS "OUTFITTERS" ON THE FACE OF THIS SURVEY. ASSOCIATED LAND SURVEYING & MAPPING, INC. AND SURVEYOR DEBARONS AND DISCLAIMS ANY LIABILITY TO ANY OTHER PARTIES FOR USE OF THIS SURVEY. ALL OTHER USES OF THIS SURVEY ARE HEREBY DISMISSED.

ASSOCIATED LAND SURVEYING & MAPPING, INC. NO PART OF THIS DRAWING/SURVEY MAP MAY BE REPRODUCED WITHOUT THE WRITTEN CONSENT OF ASSOCIATED LAND SURVEYING & MAPPING, INC. ALL MATERIAL USED, INCLUDING COMPUTER FILES, TO PRODUCE THIS SURVEY AND THE SURVEY MAP IS OWNED BY ASSOCIATED LAND SURVEYING & MAPPING, INC. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN SOMEONE PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SOMEONE PARTY OR PARTIES.

I CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARD SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 34-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 473.027, FLORIDA STATUTES.

CERTIFIED FOR: ASSOCIATED LAND SURVEYING & MAPPING, INC.

☐ DAVID M. McDERMOTT, CERTIFICATE No. 47
☐ JACK D. NEED JR., CERTIFICATE No. 573
FLORIDA REGISTERED SURVEYOR AND MAPPER

CERTIFIED TO:
BEVERLY SHIVER

PREPARED FOR

BEVERLY SHIVER

PREPARED BY
**Associated Land Surveying
& Mapping, Inc.**

101 WYMORE ROAD, SUITE 111
ALTAMONTE SPRINGS, FLORIDA 32714
PHONE: (407) 869-5002-FAX: (407) 869-8393

CERTIFICATE OF AUTHORIZATION NUMBER: LB 8787

(NOT A SURVEY)
ED BUILDING ADDITION

REVISION

REVISION

013

ISSUE DATE:

J-29-2012

NAME:

JOB NO. 10104

ANTONIO KRAFT
SE-12-06-037

REQUEST: Special Exception and Variance in A-2 zone as follows:
1) Special Exception to allow a detached Accessory Dwelling Unit (ADU) to remain; and
2) Variance to allow a detached Accessory Dwelling Unit (ADU) to remain 608 sq. ft. in size in lieu of 549 sq. ft. in size.
(NOTE: This case is a result of Code Enforcement)

ADDRESS: 147 Trailer Haven Ln.

LOCATION: North side of Trailer Haven Lane, East of N. Rock Springs Rd.

S-T-R: 22-20-28

TRACT SIZE: 117 ft. x 300 ft.

DISTRICT#: 2

LEGAL: BEG 625 FT E OF NW COR OF S1/2 OF SW1/4 OF NW1/4 RUN E 117.21 FT S 300.23 FT NWLY ALONG CURVE 139.16 FT N 232 FT TO POB IN SEC 22-20-28

PARCEL ID: 22-20-28-0000-00-013

NO. OF 54
NOTICES:

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)

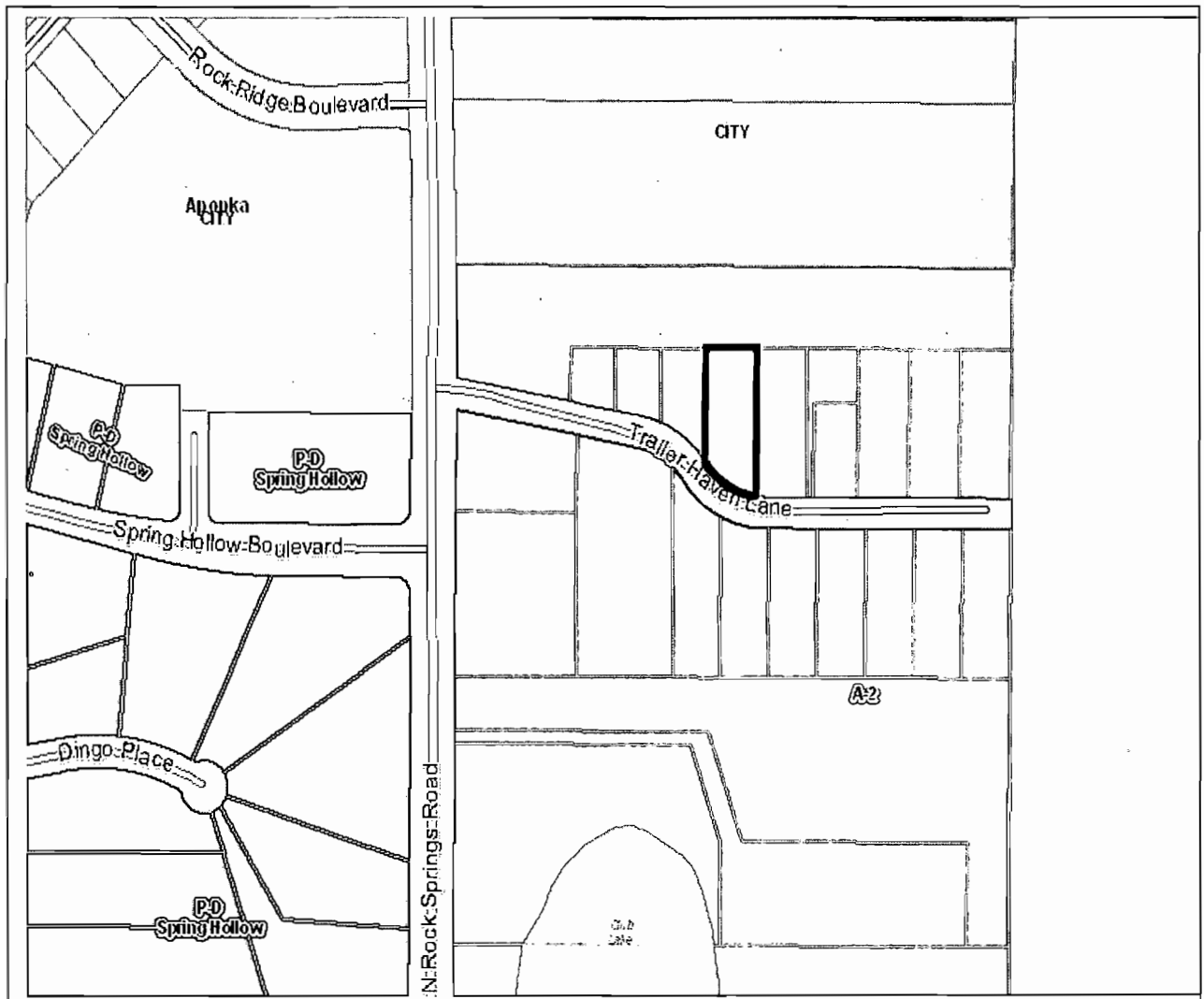
1. Development in accordance with site plan dated March 20, 2012 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. The accessory dwelling unit shall be used by family members only and shall not be rented out; and
3. The applicant shall obtain a permit for the ADU within 1 year days of BZA approval or this approval becomes null and void.

SYNOPSIS: The applicant purchased the property "As Is" in August of 2010. There was an existing accessory dwelling unit (ADU) on the property. The ADU was not built by the applicant. In March of 2012, the applicant was cited by Code Enforcement for having an ADU on the property without the proper permits.

In April the applicant applied for a demolition permit to knock down the ADU because it was kept in poor condition. The applicant, subsequently, applied for a Special Exception to build a new ADU in the exact spot of the previous ADU.

The proposed structure meets setback requirements and meets the intent and spirit of the ADU regulations.

Staff recommended approval of the request. No one spoke at the public hearing.



Applicant: ANTONIO KRAFT

BZA Number: SE-12-06-037

BZA Date: 06/07/2012

District: 2

Sec/Twn/Rge: 22-20-28-NW-B

Tract Size: 117 ft. x 300 ft.

Location: North side of Trailer Haven Lane, East of N. Rock Springs Rd.

April 18, 2012

Antonio Kraft
147 Trailer Haven Lane
Apopka, FL 32712

Orange County Zoning Division
201 S Rosalind Ave
Orlando, FL 32802

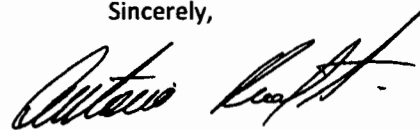
Orange County,

This letter is to request a permit to rebuild an accessory dwelling unit located at 147 Trailer Haven Lane, Apopka FL 32712. This unit was existing at the time the property was purchased but in bad condition. The building has been constructed with concrete blocks. It is 38' x 16' which is approximately 600 sq ft. It is 11' 4" in height and 16' 4" from the property line.

I purchased a property with an accessory dwelling unit with the intention of using the space for my family that visits regularly from a foreign country. This property was bought "as is" and needed repairs. I have been able to put in new carpet and paint in the primary home, but found that the accessory dwelling unit was in worse condition than anticipated, including mold infestation.

Thank you for your consideration. Please let me know if there is anything else I can do to help resolve this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Antonio Kraft', with a stylized flourish at the end.

Antonio Kraft

LETTER OF CONSENT FROM NEIGHBORS FOR REQUEST OF
ACCESSORY DWELLING UNIT

To be completed by the Petitioner

Owner: Antonio Kraft

Project Address: 147 Trailer Haven LN
Apopka, 32712, FL

REQUEST: To allow an accessory dwelling unit to be rebuilt as required by Code and as indicated in the attached plans.

I certify that the plans presented to the neighbor for his/her review are identical to those plans for which a building permit is being requested:


Signature

To be completed by Neighbor

I, Patricia A. Posey (Name) am the legal owner of the property located at

155 Trailer Haven Lane, Apopka, FL 32712

Which is an adjoining or close proximity property to the project address. I am aware that an accessory dwelling unit is being built at the subject property and have reviewed the plans presented to me by the petitioner for the proposed construction.

☒ I HAVE NO OBJECTION TO GRANTING MY CONSENT FOR THE REQUESTED BUILDING CONSTRUCTION.


Neighbor Signature

4/17/12
Date

Patricia A. Posey
Print Name

LETTER OF CONSENT FROM NEIGHBORS FOR REQUEST OF
ACCESSORY DWELLING UNIT

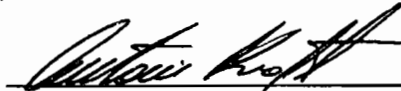
To be completed by the Petitioner

Owner: Antonio Kraft

Project Address: 147 Trailer Haven, LN.
Apopka, 32712 FL.

REQUEST: To allow an accessory dwelling unit to be rebuilt as required by Code and as indicated in the attached plans.

I certify that the plans presented to the neighbor for his/her review are identical to those plans for which a building permit is being requested:



Signature

To be completed by Neighbor

I, JEFFREY L. KING am the legal owner of the property located at
(Name)

133 TRAILER HAVEN LN APOPKA FLA 32712

Which is an adjoining or close proximity property to the project address. I am aware that an accessory dwelling unit is being built at the subject property and have reviewed the plans presented to me by the petitioner for the proposed construction.



I HAVE NO OBJECTION TO GRANTING MY CONSENT FOR THE REQUESTED
BUILDING CONSTRUCTION.



Neighbor Signature

4-17-12

Date

JEFFREY L KING

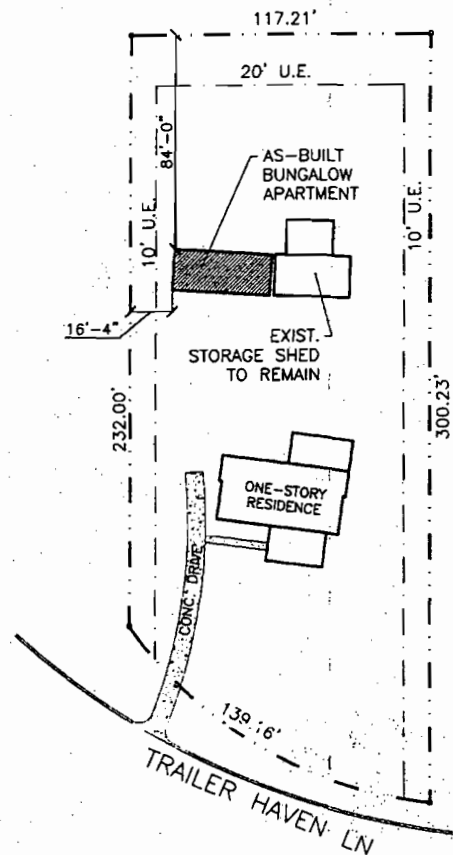
Print Name

GENERAL NOTES

- 1) NOT VALID UNLESS COPIES CONFORM TO SIGNATURE AND DATE CERTIFICATION.
- 2) LEGAL DESCRIPTION PROVIDED BY OTHERS.
- 3) BEARINGS WHERE SHOWN ARE PER RECORD UNLESS OTHERWISE NOTED.
- 4) UNDERGROUND UTILITIES, FOUNDATIONS AND OTHER IMPROVEMENTS ARE NOT SHOWN.
- 5) FENCE OWNERSHIP NOT DETERMINED.
- 6) WALL MEASURES ARE FROM FACE OF WALL.
- 7) DRAWING DISTANCE BETWEEN WALLS AND OR FENCES AND PROPERTY LINES MAY BE EXAGGERATED FOR CLARITY.
- 8) FLOOD ZONE INFORMATION WAS DERIVED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INFORMATION RATE MAPS.
- 9) ALL WORK AND IMPROVEMENTS NOT SHOWN IN THESE CONTRACT DOCUMENTS ARE THE RESPONSIBILITY OF THE OWNER.

LEGEND

---	PROPERTY LINE
---	PROPERTY EASEMENT LINE
---	WOOD FENCE
A/C	EXIST. AIR CONDITIONER
UE	UTILITY EASEMENT
FCM	FOUND CONCRETE MONUMENT



SITE PLAN
SCALE: 1" = 40'-0"

LEGAL DESCRIPTION:

BEG 625 FT E OF NW COR OF S1/2 OF
SW1/4 OF NW1/4 RUN E 117.21 FT S
300.23 FT NWLY ALONG CURVE 139.16
FT N 232 FT TO POB IN SEC 22-20-28

NOTES:

FIELD VERIFY ALL
DIMENSIONS AND
CONDITIONS

△		
△		
△		
△		
△		
△	SUBMISSIONS:	Date:

Produced By:

TARDENIX
37 N. ORANGE AVE. STE 300
ORLANDO, FL 32801
407-780-1445

JOB TITLE & ADDRESS:
KRAFT RESIDENCE
147 TRAILER HAVEN LN, 32758

DRAWING TITLE:
SITE PLAN

DRAWN: DATE:
BMW 03/14/2012

SCALE: JOB No:
1" = 30'-0" 1210

NORTH: SHEET:
C-1

Path to the File:
MLO/C/AM/9

VALID ORS0000
FLORIDA P.E. 38769
DATE: 03-20-12

NOTE:

1) PROVIDE SMOKE DETECTORS IN ACCORDANCE WITH UL 217 AND THE HOUSEHOLD FIRE WARNING EQUIPMENT PROVISIONS OF NFPA 72.

2) SMOKE AND CARBON MONOXIDE COMBINATION DETECTORS SHALL COMPLY WITH BOTH SMOKE ALARM AND CO ALARM REQUIREMENTS (UL 217 AND UL 2034).

3) ALL 125-VOLT, 15- AND 20-AMPERE RECEPTACLES SHALL BE TAMPER-PROOF RECEPTACLES AND ON ARC FAULT CIRCUITY.

ELECTRICAL KEY

- DUPLEX CONVENIENCE OUTLET
- GROUND FAULT INTERRUPTER DUPLEX
- WALL SWITCH
- THREE-WAY SWITCH
- ◇ SURFACE MOUNTED LIGHT FIXTURE
- ◇ WALL MOUNTED LIGHT FIXTURE
- EXHAUST FAN
- CHIMES
- PUSHBUTTON SWITCH
- *** WALL MOUNTED STRIP LIGHT
- SMOKE/CARBON MONOXIDE DETECTOR

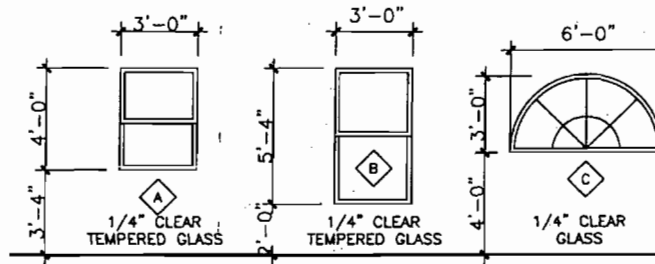
✕ FAN/LIGHT COMBO

▽ SECURITY/FLOOD LIGHTS

WALL LEGEND

- ▤ 8" CMU WALL
- 2X4 STUD WALL @ 16" O.C.

ALUM. WINDOW FRAMES



NOTES:

CAST-CRETE LINTEL SCHEDULE (OR EQUAL)

LINTEL NO.	LENGTH	TYPE	COMMENTS
L 1	7'-6"	8F8-1B	
L 2	5'-4"	8F8-1B	

AS-BUILT

△		
△		
△		
△		
△		
△		
△		

Produced By:

TARDENIX
37 N. ORANGE AVE. STE. 200
ORLANDO FL 32801
407-780-1445

JOB TITLE & ADDRESS:
KRAFT RESIDENCE
147 TRAILER HEAVEN LN, 32758

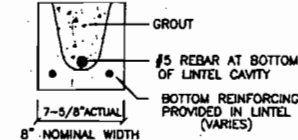
DRAWING TITLE:
FIRST FLOOR PLAN

DRAWN: IMW DATE: 03/14/2012

SCALE: 3/16"=1'-0" JOB NO: 1210

NORTH: SHEET: A-1

Per to the file:
MLO/C/ML/P



TYPE DESIGNATION

F = FILLED WITH GROUT
U = UNFILLED

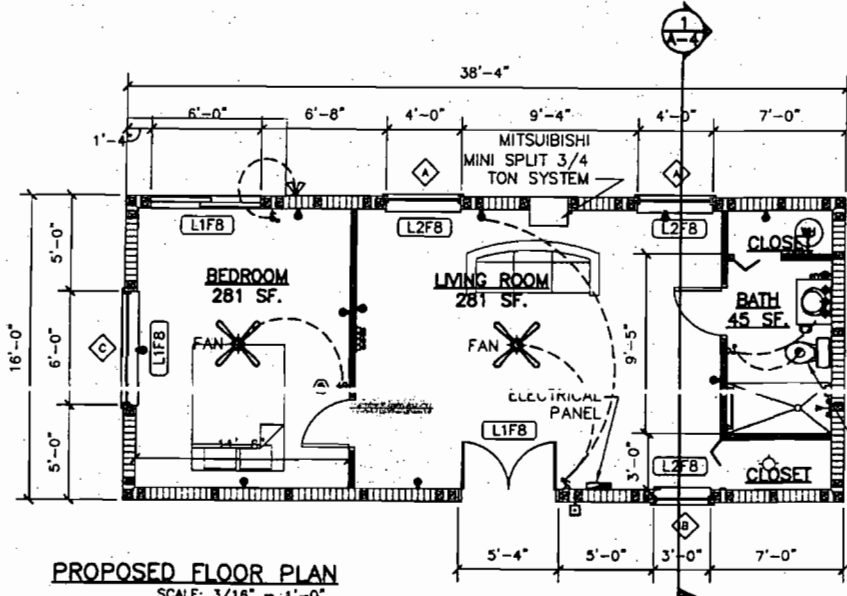
LXXFX

LINTEL MARK
NOMINAL HEIGHT

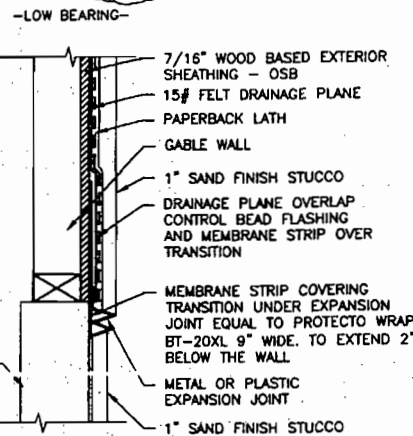
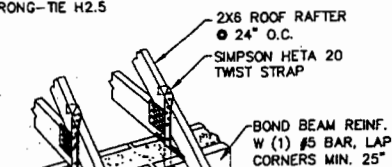
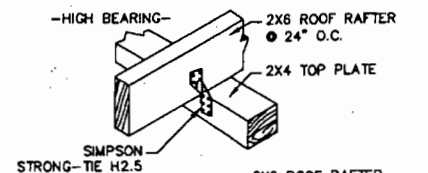
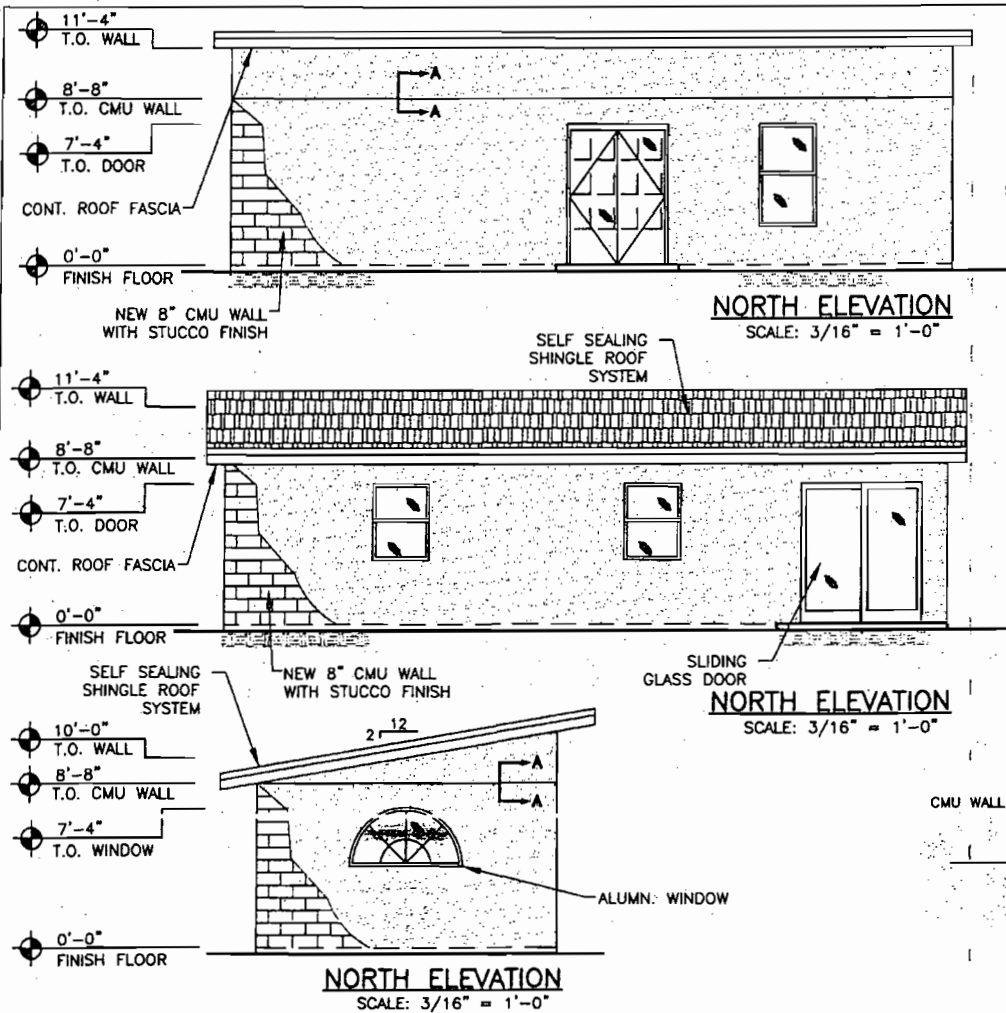
PLUMBING FIXTURES ARE EXISTING TO REMAIN FROM PREVIOUS STRUCTURE

FIELD VERIFY ALL DIMENSIONS AND CONDITIONS

Julio Ortegordo
JULIO ORTEGORDO
FLORIDA P.E. 38769
DATE: 03-20-12



PROPOSED FLOOR PLAN
SCALE: 3/16" = 1'-0"



A - GABLE WALL FLASHING

Julio Orrego
 JULIO ORREGO
 FLORIDA P.E. 38769
 DATE: 03-20-12

NOTES:

FIELD VERIFY ALL
 DIMENSIONS AND
 CONDITIONS

AS-BUILT

△		
△		
△		
△		
△		
△	SUBMISSIONS	Date

Produced By:

TARDENIX
 37 N. ORANGE AVE. STE 500
 ORLANDO, FL 32801
 407-780-1443

JOB TITLE & ADDRESS:
 KRAFT RESIDENCE
 147 TRAILER HEAVEN LN, 32758

DRAWING TITLE:
 ELEVATIONS

DRAWN: *BMW* DATE: 03/14/2012

SCALE: 3/16"=1'-0" JOB No: 1210

NORTH: SHEET: A-3

Path to the file:
 MLD/C/AM/9



STAFF REPORT
CASE #SE-12-06-037
Orange County Zoning Division
Planner: Tim McClendon
Board of Zoning Adjustment
June 7, 2012
Commission District: 2

GENERAL INFORMATION:

APPLICANT: ANTONIO KRAFT

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception and Variance in A-2 zone as follows:

- 1) Special Exception to allow a detached Accessory Dwelling Unit (ADU) to remain.
- 2) Variance to allow a detached Accessory Dwelling Unit (ADU) to remain 608 sq. ft. in size in lieu of 549 sq. ft. in size.

(NOTE: This case is a result of Code Enforcement)

LOCATION: North side of Trailer Haven Lane, East of N. Rock Springs Rd.

PROPERTY ADDRESS: 147 Trailer Haven Ln.,

PARCEL ID: 22-20-28-0000-00-013

PUBLIC NOTIFICATION: 54

TRACT SIZE: 117 ft. x 300 ft.

DISTRICT #: 2

ZONING: A-2

EXISTING USE(S): Single family home, accessory dwelling unit (ADU), storage shed

PROPOSED USE(S): Allow accessory dwelling unit to remain.

SURROUNDING USES: N – Single family residence
S – Single family residence
E – Single family residence
W – Single family residence

STAFF FINDINGS AND ANALYSIS:

1. The applicant purchased the property "as is" in August of 2010. There was an existing accessory dwelling unit (ADU) on the property. The ADU was not built by the applicant. In March of 2012 the applicant was cited by Code Enforcement for having an ADU on the property without the proper permits.
2. In April of 2012 the applicant applied for a demolition permit to knock down the ADU as it was in poor condition. The applicant applied for a Special Exception and a Variance to replace the demolished ADU.
3. The variance request is minimal. The size of the proposed structure is 608 sq. ft. The request is 10% above what Orange County code allows. Typical ADU's range in size from 800 sq. ft. to 1,500 sq. ft. The applicant stated the ADU will be used by his family.
4. The proposed structure meets setback requirements and meets the intent and spirit of the ADU regulations.
5. Staff is of the opinion that the request is unobtrusive and will not adversely impact the surrounding properties.
6. ADU regulations require that impact fees may be assessed for all ADU's. The applicant needs to contact the Building Division for information regarding impact fees.

STAFF RECOMMENDATION:

Staff recommends approval of the request with the following minimum conditions:

1. Development in accordance with site plan dated March 20, 2012 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. The accessory dwelling unit shall be used by family members only and shall not be rented out; and
3. The applicant shall obtain a permit for the ADU within 1 year days of BZA approval or this approval becomes null and void.

c.c. ANTONIO KRAFT

TOM PRICE
VA-12-06-035

REQUEST: Variance in PD zone to construct a covered patio 33 ft from the Normal High Water Elevation (NHWE) of Lake Louise in lieu of 50 ft.
ADDRESS: 9800 Walzer Ct.
LOCATION: Eastern most lot on Walzer Ct., south of Isleworth County Club Dr., east of Chase Rd.
S-T-R: 16-23-28
TRACT SIZE: 2.43 acres
DISTRICT#: 1
LEGAL: 8530/1438 RECORDED W/O LEGAL DESC ISLEWORTH 16/118 LOTS 208 & 209 & COMM NE COR OF LOT 209 RUN N 88 DEG W 173 FT TO POB TH RUN WLY 6.55 FT N 50 DEG E 71.31 FT N 81 DEG E 42.59 FT TH S 58 DEG E TO POB
PARCEL ID: 16-23-28-3899-02-080
NO. OF 31
NOTICES:

DECISION: Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions: (unanimous)

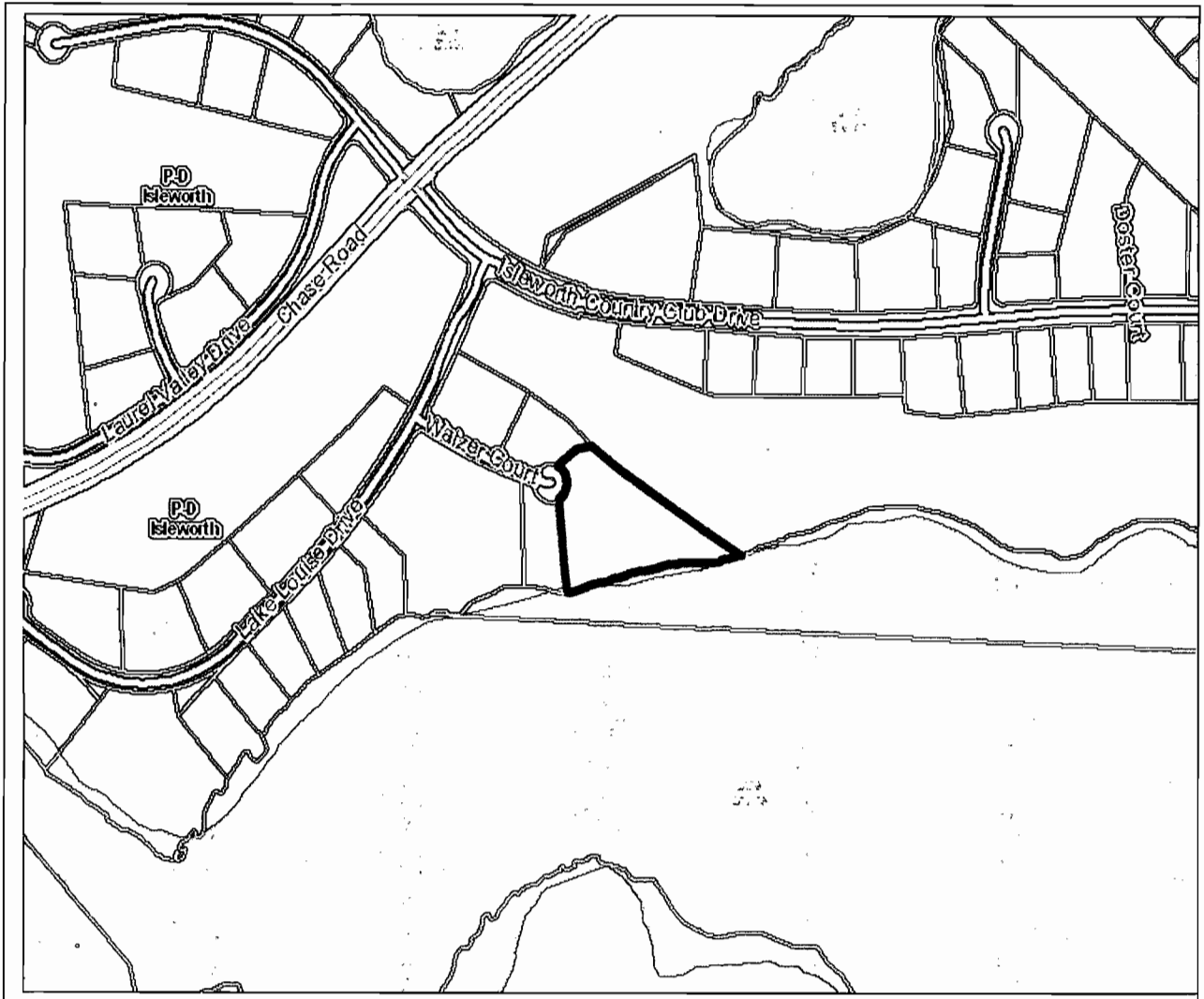
1. Development in accordance with site plan submitted with the application and all other applicable regulations;
2. Prior to the issuance of a building permit, the property owner shall record in the official records of Orange County an indemnification/Hold Harmless Agreement which indemnifies Orange County from any damages caused by flooding and shall inform all interested parties that the covered patio is no closer than 33 feet from the normal high water elevation of Lake Louise; and
3. Prior to the issuance of any permits, the applicant shall obtain a flood plain permit.

SYNOPSIS: The applicant is proposing several modifications to their home. Several of the improvements have already been permitted. The lone improvement that has not been permitted is a covered patio.

Part of this open air structure is located within the rear setback, which in this case, is measured from the NHWE of Lake Louise. In this district the rear setback for attached structures is 50 feet. The closest point of the patio to the NHWE is 33 feet.

That patio is not visible from the street and is over 225 feet away from the nearest property line. Any impact the patio may have to the surrounding properties is minimal at best. Aesthetically, the patio will match the existing home and is tastefully done. The applicant also obtained a letter from the Home Owners Association that was in favor of the request.

Staff recommended approval of the request with several conditions. No one spoke at the public hearing.



Applicant: TOM PRICE

BZA Number: VA-12-06-035

BZA Date: 06/07/2012

District: 1

Sec/Twn/Rge: 17-23-28

Tract Size: 2.43 acres

Location: Eastern most lot on Walzer Ct., south of Isleworth Country Club Dr., east of Chase Rd.

TOM PRICE ARCHITECT, P.A.

Florida's Most Distinguished Luxury Residential Architecture

N.A.H.B. Best in American
Living Awards

Parade of Homes Grand Award

Aurora Awards

AIA Design Excellence Awards

Governor's Design Award

Golden Brick Awards

Builders' Exchange
Craftsmanship Award

George Stuart Sr. Preservation
Awards

Orlando Magazine Achievements
in Architecture Award

Approved by:

Celebration

Cypress Point

Golden Oak

Isleworth

Isle of Osprey

Keene's Point

Lake Butler Sound

Lake Nona

Board of Zoning Adjustment
Orange County Florida Zoning Division
201 S. Rosalind Avenue
Orlando, Florida 32802

April 18, 2012

RE: Dr. Richard Workman residence
9800 Waltzer Court
Windermere, FL 32786
Parcel ID: 16-23-28-3899-02-080

Detailed Cover Letter:

The Workman family purchased this property with many improvements in mind, and retained me because I designed the original house in 1997. The main improvements include a garage facing the existing auto court to the West, and a casual entertainment lounge facing the existing pool area to the East. These functions were designed back-to-back, constrained between the existing auto court and the pool areas. The evolving design eventually called for a covered patio off the new lounge area.

Therefore, on behalf of the Workman family, I request a Variance to construct a 323 square foot, open-air, covered patio on grade, to a distance of 17' into the 50' waterfront setback. The covered patio's hipped roof starts 9'-8" above grade at 17' into the setback, and rises back to 19' above grade at the center ridge, about 5' into the setback. The covered patio is proposed to be attached to the main house, and constructed from the same materials as the main house.

This Variance request is to allow this covered patio to be built attached to the house at the lounge area in lieu of the same structure, which if detached, could be constructed larger and farther into the setback without a variance.

The Workman family understands that a structure potentially larger and farther into the setback would not be appropriate. The family's goal is to extend a relatively modest, open, covered patio from the lounge area. The covered patio is architecturally scaled down from the main house by its lower height, a roof break, and soffit elevation breaks, for de-emphasis.

The covered patio is isolated and not street-visible. It is approximately 225' removed from the West side property line, and approximately 270' removed from the East side property line. The 16' width of the covered patio which crosses the setback line represents approximately 4% of the total setback line along the property.

When viewed from the water, the covered patio elevation represents approximately 3% of the total main house elevation behind. The 323 floor area of the covered patio represents approximately 1.6% of the total setback zone's area. We believe these nominal percentages will not be discernable.

Therefore, we believe this variance is in harmony with the purpose and the intent of Orange County Zoning regulations, and that it will not be injurious to the neighborhood. In fact the Isleworth Design Review Board has approved this variance request, and minutes are attached.

We appreciate your consideration of this Variance request.

Sincerely,



552 Lake Avenue
Orlando, FL 32801
407 / 422-4422
AA26000905
Tom@TomPriceArchitects.com
TomPriceArchitects.com

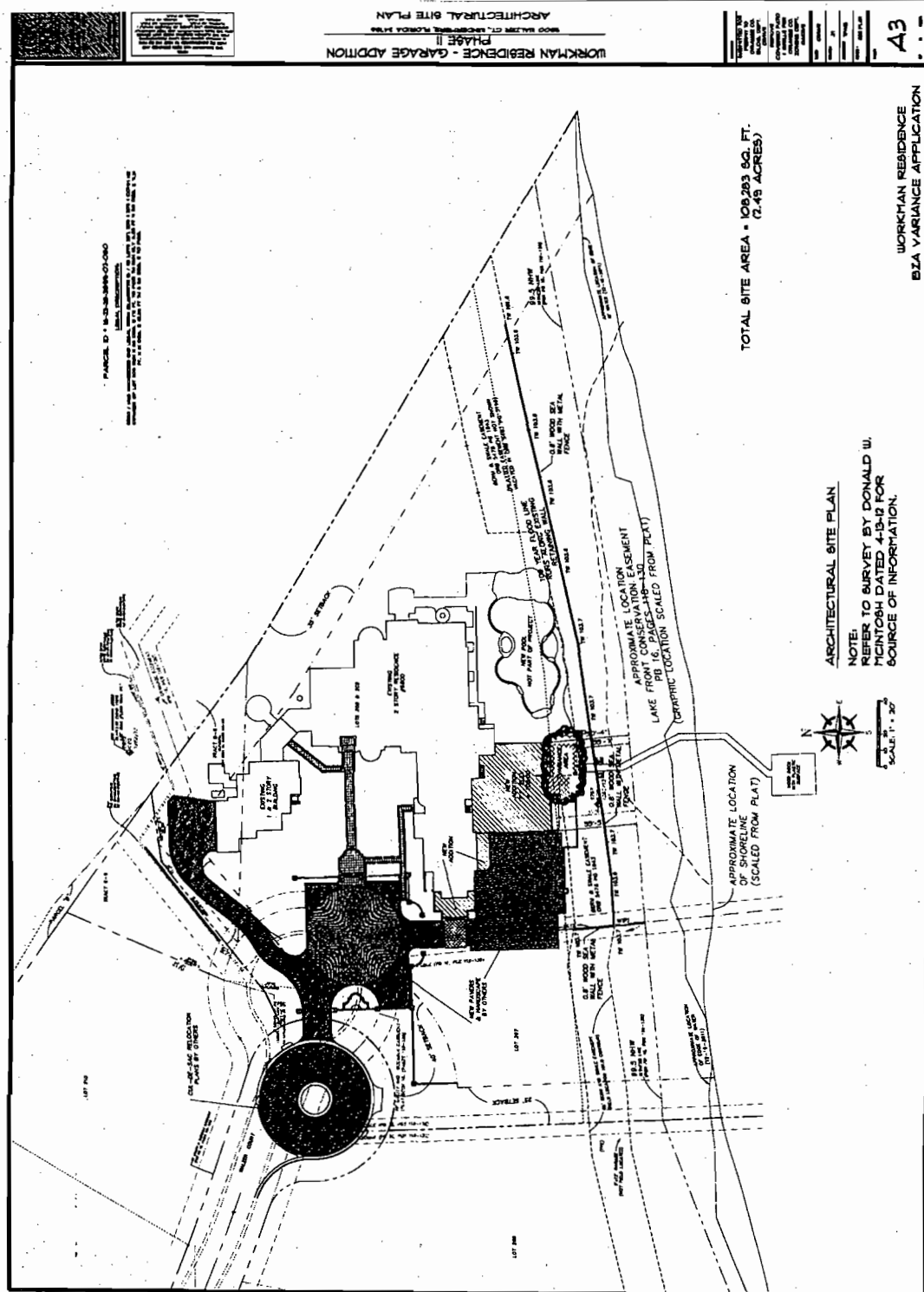
**Isleworth
Design Review Board
Meeting Minutes
Wednesday, February 29th, 2012**

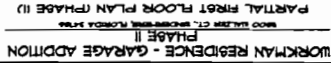
Workman Residence Lot #209

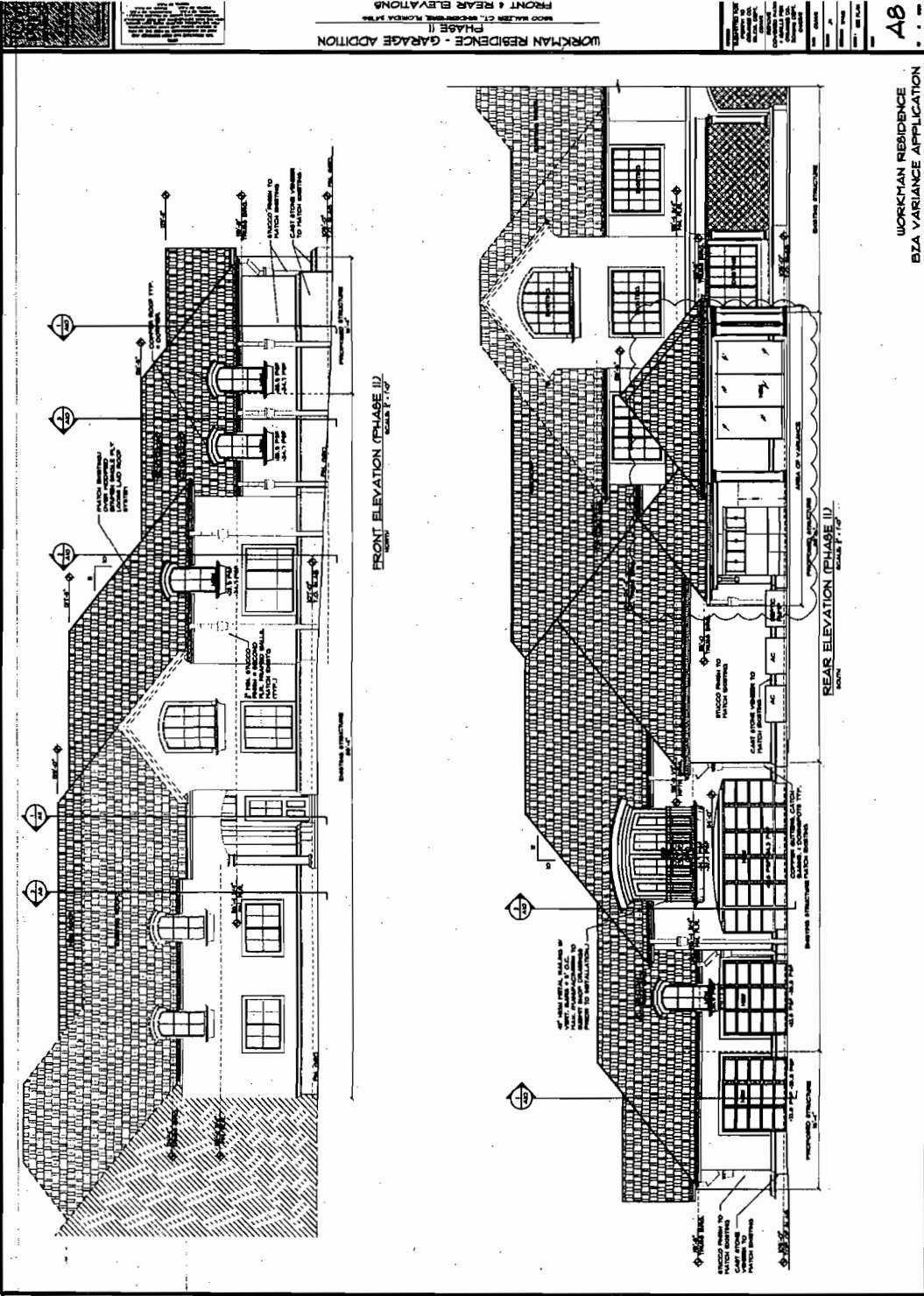
**Addition/Alteration
(Phase II)**

After review and discussion it was the consensus of the DRB that the submittal is **approved** as submitted with the following comments:

1. It was noted that the work shown on the site plan involving the detached garage structure is forth coming and will be considered phase III of the project. Complete information will be provided at that time. The Design Review Board did, however, find the front setback of the future structure to be acceptable, located 38' from the realigned cul-de-sac property line.
2. The Board recommends that the design team study the lounge to patio connection by reducing the patio depth slightly in order to create a roof line break with the cupola centered on the lounge element.







WORKMAN RESIDENCE
BZA VARIANCE APPLICATION

A8



CASE #VA-12-06-035
Orange County Zoning Division
Planner: Tim McClendon
Board of Zoning Adjustment
06/07/2012
Commission District: 1

GENERAL INFORMATION:

APPLICANT: TOM PRICE

REQUEST: Variance in PD zone to construct a covered patio 33 ft from the Normal High Water Elevation (NHWE) of Lake Louise in lieu of 50 ft.

LOCATION: Eastern most lot on Walzer Ct., south of Isleworth County Club Dr., east of Chase Rd.

PARCEL ID: 16-23-28-3899-02-080

TRACT SIZE: 2.43 acres

DISTRICT #: 1

ZONING: P-D

STAFF RECOMMENDATION:

Staff is recommending approval of the variance request with the following minimum conditions:

1. Development in accordance with site plan submitted with the application and all other applicable regulations;
2. Prior to the issuance of any permits, the applicant shall obtain a flood plain permit;
3. Prior to the issuance of a building permit, the property owner shall record in the official records of Orange County an indemnification/Hold Harmless Agreement which indemnifies Orange County from any damages caused by flooding and shall inform all interested parties that the covered patio is no closer than 33 feet and from the normal high water elevation of Lake Louise.

IGLESIA CASA DEL ALFARERO
SE-12-06-033

REQUEST: Special Exception in A-2 zone to allow private school with up to 550 students grades K-12th grade and the following Variances:
1) To allow unpaved parking in lieu of paved; and
2) To allow proposed buildings 40 ft. in height in lieu of 35 ft.
(NOTE: The church is existing. School will be developed in 2 phases. Phase 1 includes 4 portables and existing building to accommodate up to 300 students. Phase 2 will include 2 new buildings with a maximum student body of 550 students)

ADDRESS: 7051 Pershing Ave.

LOCATION: North side of Pershing Ave., 1/4 mile west of S. Goldenrod Rd.

S-T-R: 10-23-30

TRACT SIZE: 13.7 acres

DISTRICT#: 3

LEGAL: GOLDEN ACRES SECTION B Q/103 LOT 100 (LESS N 240 FT) & (LESS S 26.25 FT FOR R/W PER OR 4231/701) & 101 & 102 (LESS S 26.25 FT FOR RD R/W)

PARCEL ID: 10-23-30-3032-01-000

NO. OF 170

NOTICES:

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 submitted with the application and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Mobility- This project is located within the Alternative Mobility Area (AMA) and the applicant will be required to submit a planning context study for review and approval by Transportation Planning prior to issuance of a vertical construction permit. The applicant should schedule a meeting with Mirna Barq in the Transportation Planning Division at 407-836-7893 to discuss the details of the planning context study;

3. 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 provisions of Chapter 24 shall prevail;
4. Maximum height of the buildings in Phase II shall not exceed 40 feet;
5. Noise and sound shall be regulated by Chapter 15, Orange County Code;
6. The student population of Phases I and II shall be a maximum of 300 students;
7. Any expansions to the number of students shall require a community meeting and BZA approval;
8. Parking spaces may be unpaved. However, handicapped spaces and all driving aisles shall be paved; and
9. All rooftop equipment shall be shielded from view. Shielding shall match the exterior of the main building.

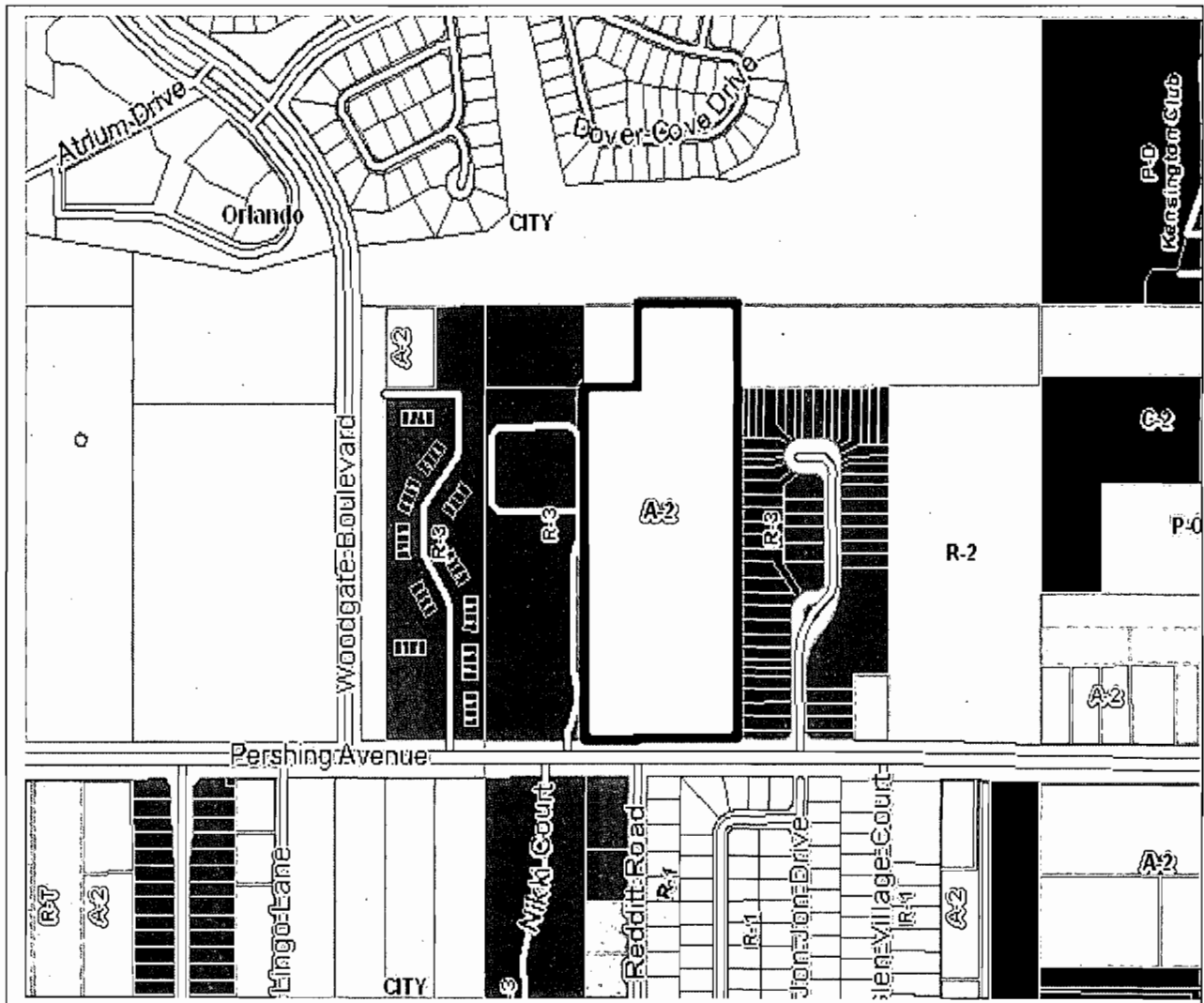
SYNOPSIS: The applicant is proposing to expand their existing school on-site. The existing school has a student population of 100. The proposal includes 2 phases.

The first phase includes placing 4 modular units in conjunction with expanding the student population to 300 students.

The second phase includes replacing the 4 modular units with 2 separate 3-story buildings in conjunction with expanding the student population to 550 students.

Staff had concerns about the maximum student body of Phase 2 and the possible traffic concerns that would arise from the total population of 550 students.

Staff recommended approval of Phase I and a physical build out of Phase II but capping student population at 300. No one spoke at the public hearing.



Applicant: IGLESIA CASA DEL ALFARERO INC

BZA Number: SE-12-06-033

BZA Date: 06/07/2012

District: 3

Sec/Twn/Rge: 11-23-30-SW-C,10-23-30-SE-D

Tract Size: 13.7 acres

Location: North side of Pershing Ave., 1/4 mile west of S. Goldenrod Rd.



RCE Consultants, LLC

Larry Poliner, P.E.
Civil/Environmental Engineer

617 Arvern Drive
Altamonte Springs, FL 32701
407.452.8633

RCEConsultants@cfl.rr.com

April 16, 2012

RE: **Special Exception for School Operations and Expansion**
Inglesia Casa del Alfarero
7051 Pershing Avenue, Orlando, FL 32822

Dear Sir,

Inglesia Casa del Alfarero requests a special exception to operate a school, specifically from K through 12th grade on the aforementioned premises. The facility located at 7051 Pershing Avenue in Orlando (Refer to Figure 1 and Figure 2) and is approximately 13.7 acres.

Figure 3 delineates the existing and proposed uses of the site, which is essentially to allow the existing use of a school within the A-2 Zoning and Low to Medium Density Residential Land Use (Figure 4) and expand upon the population of children with two Phases of development (Figures 5 & 6).

The existing population consists of approximately 100 students, which will expand to 300 students with the first Phase addition of 4 (24'x36') portables and with the second Phase addition of two 3-story buildings (18,000 sf/each) to a capacity of up to 550 students. Upon completion of the two 3 story buildings, the portables shall be removed. This is anticipated to occur within 5 years.

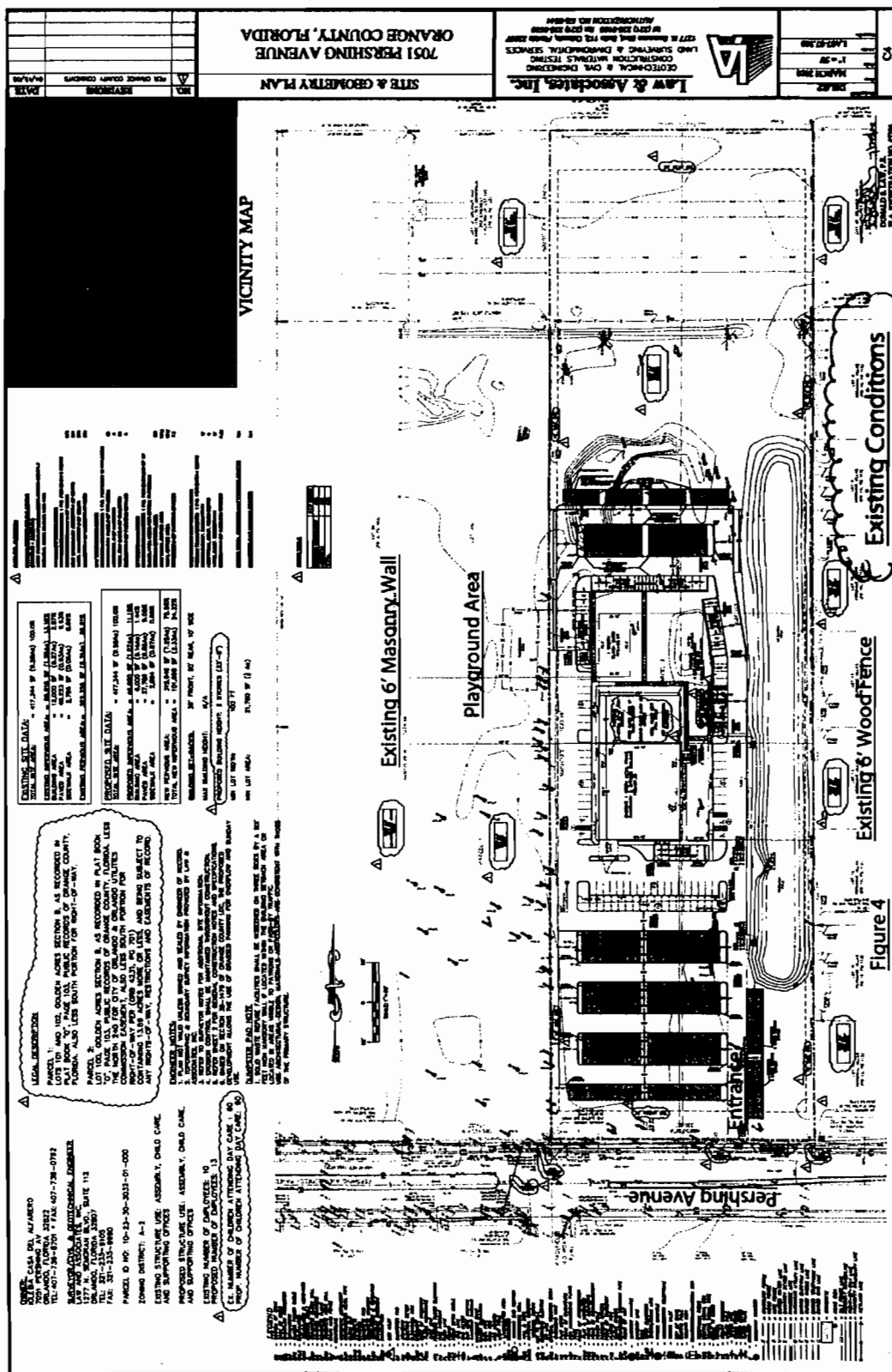
Figure 7 illustrates the existing vegetation, which is inclusive of what was planted with the recent addition (2008) and what existed. This will, along with the 6' wall to the west and the 6' wooden fence to the east provide a visual and sound buffer to all activities. It should be noted that the required side setbacks are required to be 10' whereas the buffer to the west is 240' and 133' to the east.

With the proposed additions, any additional plantings required by the Orange County Land Development Code shall be made.

Figure 8 and 9 illustrate the temporary classroom floor plan and front elevation. Figure 10 delineates pictures of the proposed new classroom building elevation. The actual colors shall match the existing building for consistency.

As is typical for Church/ School combination sites, the church is in session (other than clerical work) on Sundays, Holidays and for evening bible study. The school is only open Monday through Friday during school hours. Therefore, the two uses have and will work very well together.

Please do not hesitate to contact me or Pastor Alvarez (407-736-8701) if there are any questions.



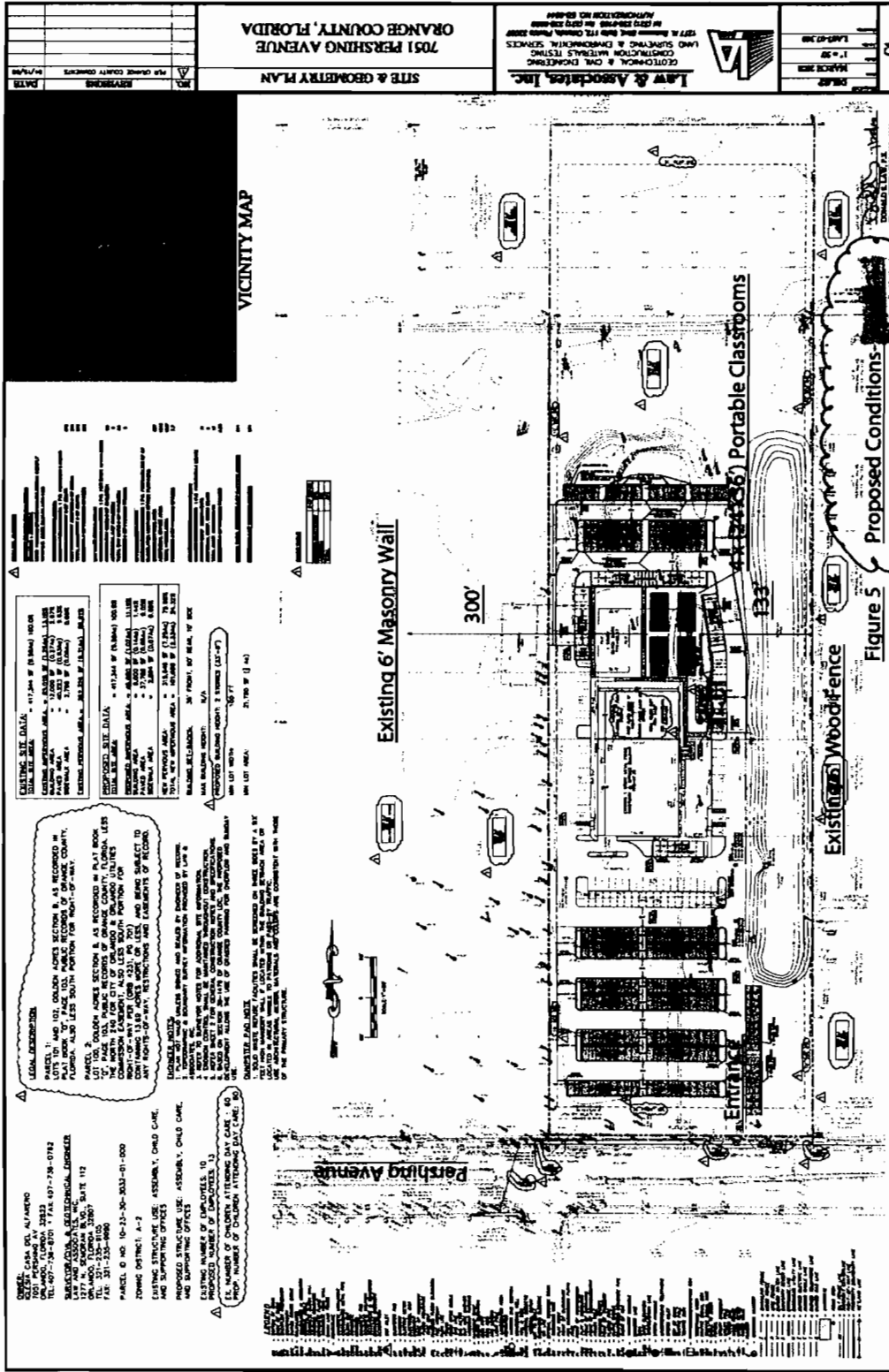
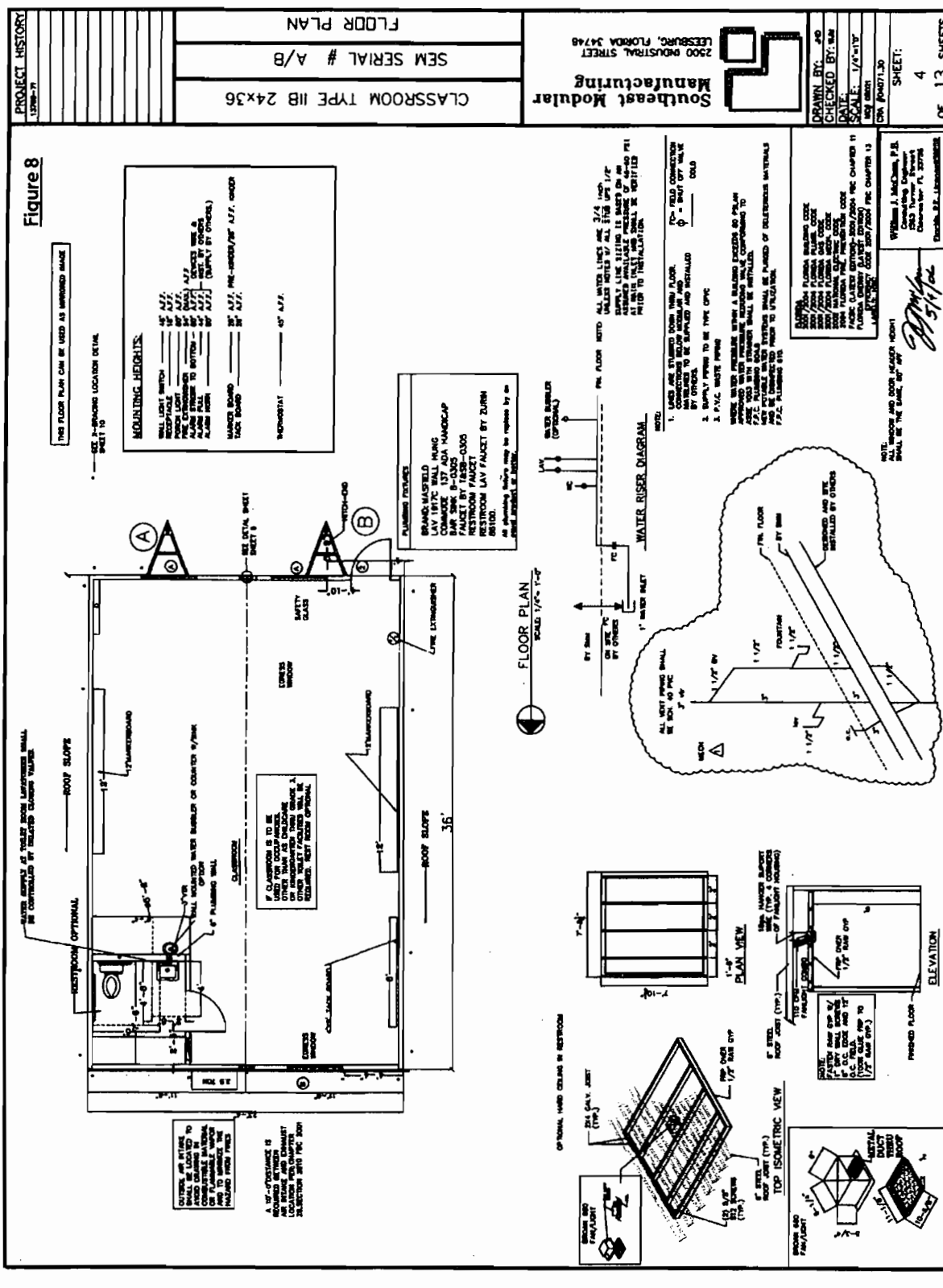
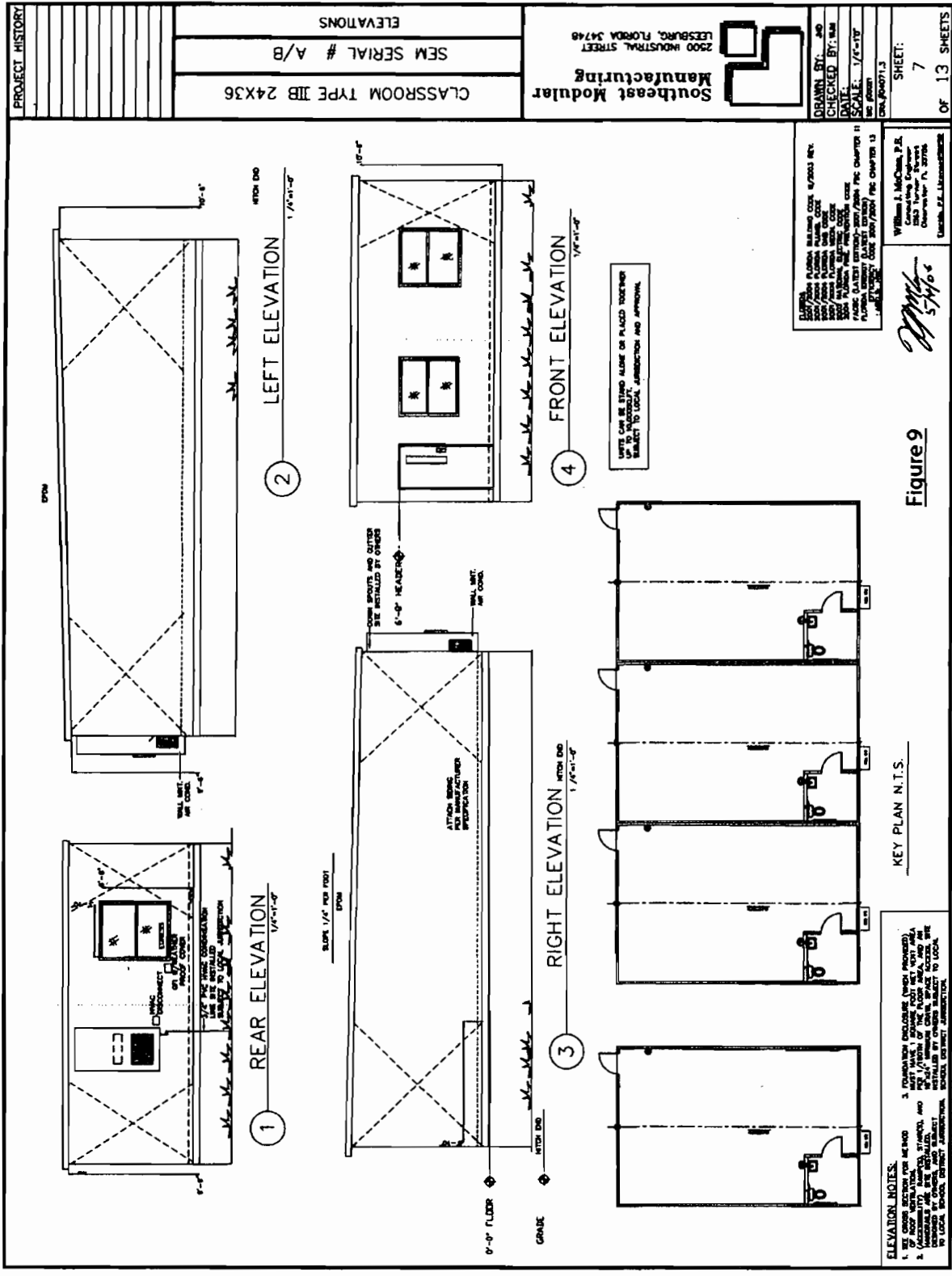


Figure 5  **Proposed Conditions**

362





Ingelsia Casa Del Alafero Site Information

Figure 3 (Site data)

Parcel ID 10-23-30-3032-01-000

Property area: 13.7 acres

Zoning: A-2

Land Use: Low/Medium Density residential

-Address: 7051 Pershing Avenue, Orlando, fl. 32822

Use	Existing	Proposed
Church/Office/Shool	12,000 Sf +/- 15, 456 (after Phase 1)	Phase 1- Additional 4 x (24x36) protables = 3,456 sf . Total = 15,456 sf Phase 2 - Additional 36,000 sf for school space
Students:		
	K-12 200 +/-	Phase 1- 300-350
	Daycare 100 +/-	Phase 2 - Up to 550 Up to 250 after Phase 2
Employees:	13-15	
Parking:		
	Church Total Seats = 879 At 1/3 parking -= 293 spaces Day care 1/10 Children =6 (original permit) Office 7.7 Conference Room 4.25	Since the school and the chruch wil not be in session at the same time, take the most limiting which is the church hall
	Total required & Provided= 311 47 Paved, 264 grassed	
Existing building height	33'8"	Proposed maximum height = 40'



STAFF REPORT
CASE #SE-12-06-033
Orange County Zoning Division
Planner: Tim McClendon
Board of Zoning Adjustment
June 7, 2012
Commission District: 3

GENERAL INFORMATION:

APPLICANT: IGLESIA CASA DEL ALFARERO INC

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in A-2 zone to allow private school with up to 550 students grades K-12th grade and the following Variances:

- 1) To allow unpaved parking in lieu of paved; and
- 2) To allow proposed buildings 40 ft. in height in lieu of 35 ft.

(NOTE: The church is existing. School will be developed in 2 phases. Phase 1 includes 4 portables and existing building to accommodate up to 300 students. Phase 2 will include 2 new buildings with a maximum student body of 550 students)

LOCATION: North side of Pershing Ave., 1/4 mile west of S. Goldenrod Rd.

PROPERTY ADDRESS: 7051 Pershing Ave.,

PARCEL ID: 10-23-30-3032-01-000

PUBLIC NOTIFICATION: 170

TRACT SIZE: 13.7 acres

DISTRICT #: 3

ZONING: A-2

EXISTING USE(S): Religious Use

PROPOSED USE(S): School K-12th grades

SURROUNDING USES: N –Ventura Golf Course and OUC Power Line Easement
S – SFRs and a children's learning center
E – Multiple Duplexes
W – Fountains at Pershing Park Apartment Complex

STAFF FINDINGS AND ANALYSIS:

1. The site is currently occupied by an existing religious use facility with several ancillary uses. Those uses include a day care and a school with a capacity of 100 total students, grades K-8.
2. The religious use facility is proposing to expand the school use to include grades K-12, which requires Special Exception approval.
3. This site is separated from the surrounding residential uses as follows: To the west - a masonry wall 6 ft. in height; and to the east – a wood fence 6 ft. in height.
4. The facility is proposing to expand over two separate phases. Phase I includes placing 4 modular units on the site. These 4 modular units will bring school capacity to 300 total students. The 4 modular buildings meet setback and height requirements.
5. Phase II includes replacing the 4 modular units and constructing 2 separate 3-story buildings. These buildings are each 18,000 sq. ft. in size. The proposed buildings meet setback requirements. The proposed height of these buildings, including equipment on top of the building is 40 ft. The district allows a maximum height of 35 ft. A 5 ft. variance is required for the height of the buildings in Phase II. The buildings are 133 ft. from the nearest property owner (duplex); staff has no objections to the request.
6. The number of parking spaces required for the expansion of the school, coupled with the church facilities, is 311. The applicant has provided 311 parking spaces. Currently on site, the facility has unpaved parking with each spot delineated by a curb stop. The school would continue to use the unpaved parking (drive aisles are paved). A variance to allow unpaved parking is required. Considering the drive aisles are already paved on site and each space is already delineated by a curb stop, staff has no objections to this variance request.
7. A community meeting was held to review this request with the surrounding property owners on May 21, 2012. 27 people from the public showed up for the meeting. The community's pertinent concerns dealt with the size of the student population of Phase II (550 students) and the traffic that would be associated/generated with a 550 student population. There were no pertinent concerns about Phase I of the project with a student body of 300 pupils.
8. The applicant stated their drive aisle/drop off lanes have over 1,000 ft of car stacking ability. This would in essence pull cars off the road way and help stop any traffic build up on Pershing Rd. The applicant also stated they were willing to stagger the start times of the different grades to help alleviate any traffic congestion that may occur.

STAFF RECOMMENDATION:

Staff's main concern is with the size of the student population of Phase II (550 students). Staff is supportive of Phase I along with a student population capped at 300 total students as well as a physical build out of Phase II. Staff is concerned about the possible impacts a 550 student population would have on the surrounding community.

Staff's analysis would be to recommend approval of the Special Exception and Variance requests but to cap the student population of both Phases I and II at 300 along with several other conditions, including the following:

1. Development in accordance with site plan submitted with the application and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Mobility- This project is located within the Alternative Mobility Area (AMA) and the applicant will be required to submit a planning context study for review and approval by Transportation Planning prior to issuance of a vertical construction permit. The applicant should schedule a meeting with Mirna Barq in the Transportation Planning Division at 407-836-7893 to discuss the details of the planning context study;
3. 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 provisions of Chapter 24 shall prevail;
4. Maximum height of the buildings in Phase II shall not exceed 40 ft.;
5. Noise and sound shall be regulated by Chapter 15, Orange County Code;
6. The student population of Phases I and II shall be a maximum of 300 students;
7. Any expansions to the number of students shall require a community meeting and BZA approval; and
8. Parking spaces may be unpaved. However, handicapped spaces and all driving aisles shall be paved.

c.c. IGLESIA CASA DEL ALFARERO INC

CENTRAL FLORIDA ROAD COURSE
SE-12-07-038

REQUEST: To amend previously approved Special Exception of March 5, 2009 as follows:
1) To add 4.59 acres on the south side;
2) To add a drag strip course; and
3) To allow on-site consumption of alcohol.
(Condition #13 of previous approval prohibited on-site consumption of alcohol).

ADDRESS: 193 Parcel Ln., Delivery Dr., 10694 Cosmonaut Blvd.

LOCATION: North and south sides of Parcel Lane, west of Cosmonaut Blvd., north of Central Florida Pkwy.

S-T-R: 11-24-29

TRACT SIZE: 51.55 acres

DISTRICT#: 4

LEGAL: PROSPER COLONY F/16 THAT PART OF LOTS 52, 53, 54, 75, 76, 77, 78, 82 THROUGH 87 & 106 (LESS PT REPLATTED AS REGENCY INDUSTRIAL PARK SEC 20 PB 18/44) LYING NLY OF RR RW & ELY OF CANAL & WLY & SWLY OF A LINE DESC AS COMM NW COR LOT 6 OF SAID REGENCY INDUST

PARCEL ID: 11-24-29-7268-00-760

NO. OF NOTICES: 967

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 "Received April 26, 2012" and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing. Previous conditions of approval from March 5, 2009 are hereby null and void;
2. Approval is to use the property as a racetrack for the racing, testing and display of race cars, legends cars, motorcycles, autocross, karts, vehicle testing, car shows,

go-karts and the drag racing of street cars, and motorcycles and non-street legal hot rods;

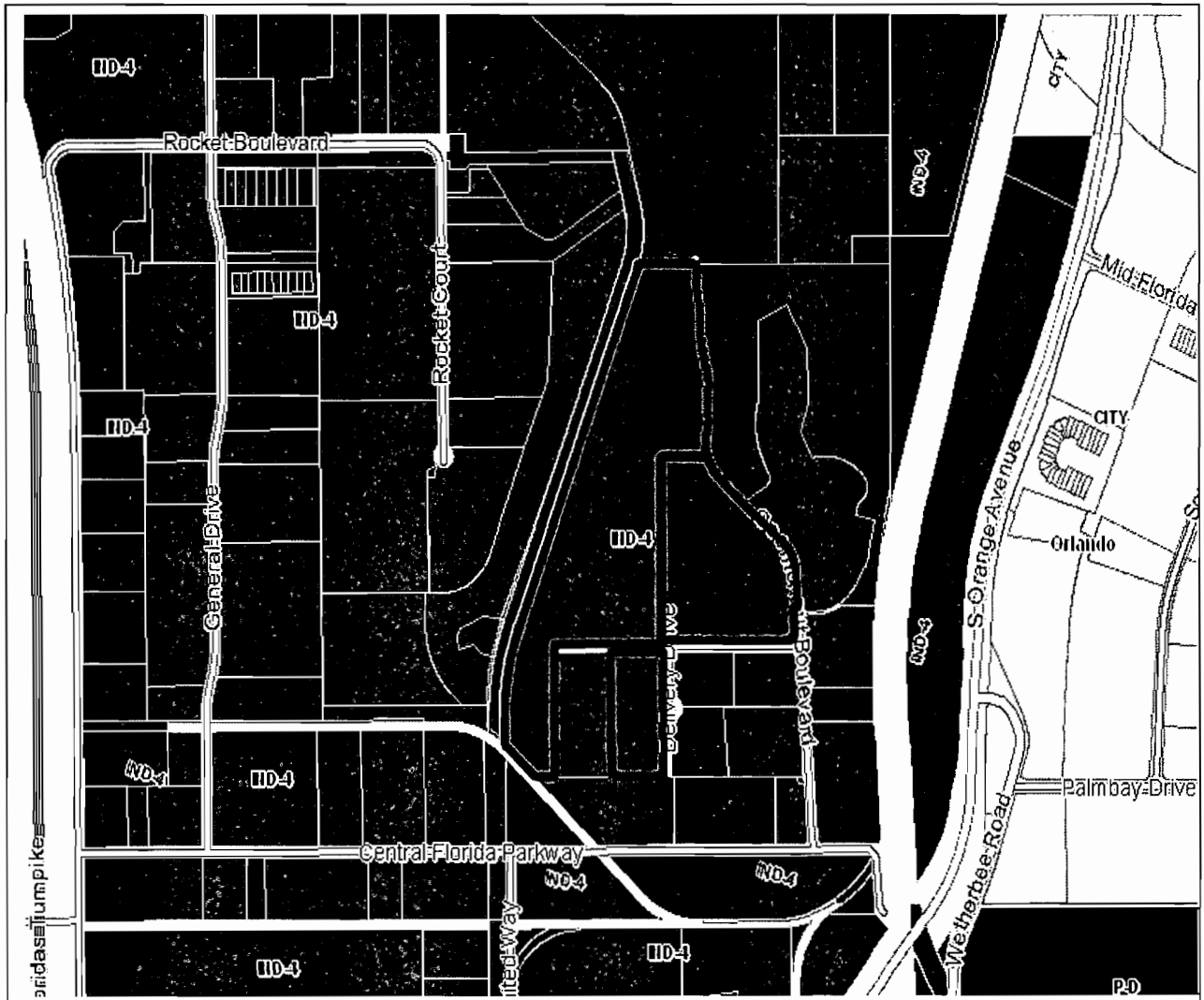
3. All outdoor lighting shall be in accordance with Chapter 9, Orange County Code;
4. No spectators on the infield during an active track session. Only officials and instructors may be in the infield during an active track session;
5. Hours of operation shall be Sunday - Wednesday 8:00 am to 10:00 pm and Thursday - Saturday 8:00 am to 1:00 am. Further, all drag racing shall stop at 10:00 pm;
6. The applicant shall hire off-duty law enforcement for open racing events;
7. Prior to racing, orientation by the instructors shall be provided to the racers;
8. Port-o-lets shall be provided in accordance with all regulations;
9. Access, drainage, roadway improvements and concurrency management shall be determined by the Public Works Department;
10. Development shall comply with Chapter 24 (Landscaping) except where conflicts between the site plan and Chapter 24 exist. Then, the Zoning Manager shall determine if the project significantly complies with Chapter 24;
11. Signage shall be in accordance with 31.5, Orange County Code;
12. Noise and sound shall be regulated by Chapter 15, Orange County Code and any future modifications as approved by the BCC from time to time;
13. Construction plans for these changes shall be submitted within 1 year (June 7, 2013) or this approval becomes null and void; and
14. The on-site consumption of beer and wine only is permitted and shall meet all applicable local and state regulations. Further, the facility shall take appropriate measures to prohibit the consumption of beer and wine by the drivers.

SYNOPSIS: This is a request to amend the previously approved special exception for the Central Florida Race Course. The original approval was March 5, 2009. This request is to add acreage, add a drag strip course and racing, and allow the on-site consumption of alcohol.

This hearing lasted four (4) hours. There was much testimony from County Staff, the applicant, the applicant's attorneys, Mothers Against Street Racing, an Orange County Sheriff, and the Southchase residents. The Southchase community is approximately 8/10's of a mile to the south.

Noise was the central issue. County staff explained how noise complaints were addressed and measured. Staff advised the BZA that the facility operates late at night, and even though the sound measurements complied with County Code, noise still travels and can be a nuisance to properties several miles away. Residents of Southchase are complaining about excessive noise emitted from this facility. Staff advised the BZA that the majority of the noise is coming from the drag strip racing. Staff had no objection to the on-site consumption of alcohol.

The BZA struggled with the recommendation. They had no objections to the on-site consumption of alcohol but they were unsure as to how to regulate the drag racing. Many attempts were made to regulate the drag racing by limited noise decibel level. However, that method was problematic because of the ambient noise coming from Orange Avenue, SOBT and the Florida Turnpike. Finally, the BZA was forced to regulate the drag racing by imposing hours of use for the drag strip. Staff advised the BZA this could be easily enforced. The BZA recommended approval, with amended conditions relating to on-site consumption of alcohol and the hours of operation for any drag racing.



Applicant: CENTRAL FLORIDA ROAD COURSE

BZA Number: SE-12-07-038

BZA Date: 06/07/2012

District: 4

Sec/Twn/Rge: 11-24-29-SE-D, 11-24-29-NE-A

Tract Size: 51.55 acres

Location: North and south sides of Parcel Lane, west of Cosmonaut Blvd., north of Central Florida Pkwy.

KILLGORE, PEARLMAN, STAMP, ORNSTEIN & SQUIRES, P.A.

ATTORNEYS AND COUNSELORS AT LAW

WILLIAM J. DENIUS
CHRISTOPHER M. HARNE
CHRISTOPHER W. HAYES ^{1,2}
STEVEN KAHANA
FRANK H. KILLGORE, JR. ³
KELLEY E. LESTER
KAYLA M. MUDGE ^{3,4}

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ORLANDO, FLORIDA 32801 (32802-1913)
TELEPHONE: (407) 425-1020
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MARK L. ORNSTEIN ¹
CRAIG S. PEARLMAN ¹
GREY SQUIRES-BINFORD ¹
MICHAEL A. SEMANIE ¹
MARTIN F. STAMP ¹
MELINDA F. WIMBISH

¹ ALSO MEMBER OF CALIFORNIA BAR
² CERTIFIED CIRCUIT COURT MEDIATOR
³ ALSO MEMBER OF ILLINOIS BAR
⁴ ALSO MEMBER OF DC & WEST VIRGINIA BAR
⁵ ALSO MEMBER OF NEW YORK & TEXAS BAR
⁶ ALSO HOLDS A MASTER OF BUSINESS ADMINISTRATION

SARASOTA OFFICE
50 CENTRAL AVENUE, SUITE 900
POST OFFICE BOX 547
SARASOTA, FLORIDA 34236 (34230-0547)
TELEPHONE: (941) 366-5974

OF COUNSEL
BRENDA J. NEWMAN

Sender's email address:
chayes@kpsas.com

www.kpsas.com

REPLY TO: ORLANDO OFFICE

April 27, 2012

Orange County Zoning Division
Board of Zoning Adjustment
201 S. Rosalind Avenue
Orlando, Florida 32802

Re: Special Exception; Parcel ID(s): 11-24-29-7268-00-760; 11-24-29-7268-00-840
& 11-24-29-7268-01-080 (the "Property")

Dear Board Members:

Our law firm has the pleasure of representing the Central Florida Road Course, LLC ("CFRC"). We are requesting Zoning Manager approval of modifications made to the site plan submitted as part of Special Exception No.: SE-09-03-008 granted in March of 2009 to CFRC, and hereby submit the enclosed Application for Special Exception to best demonstrate the modifications made. In addition, we are requesting the conditioned and partial removal of SE-09-03-008 Condition # 13 prohibiting the on-site consumption of alcoholic beverages.

In 2009 the Orange County Board of Zoning Adjustment approved CFRC's request to use the Property as a racetrack for the "racing, testing and display of motorsports vehicles (race cars, legends cars, motorcycles, autocross, karts, vehicle testing and car shows)." Today the property is still used as originally requested and approved, however, to stay in business, the business plan needed to be modified to include spectators. The Property use plan has been modified to accommodate sufficient and segregated racing space for road course testing, go-karts and the drag racing of street cars, motorcycles, and non-street legal "hot rods."

Because of the modified use of the Property and the unique circumstances under which the Property has operated with a liquor license for more than two (2) years, it is demonstrably appropriate to allow the conditioned and limited consumption of alcohol. Original Zoning approval was sought when spectators were not anticipated to be a necessary source of income and all attendees were intended to be drivers. Today, the business is a fully licensed IHRA¹ and IOA

¹ International Hot Rod Association, one of two major drag racing sanctioning bodies that promulgate and enforce track construction, operation and safety standards.

insured racetrack where adult activity (spectators) and racing occur at certain times and youth activity (spectators) and racing occur at other times. The adult activity and racing, for all intents and purposes, pays for the business to be able to provide youth racing.

If the Board is unable to grant and approve the above site plan modifications and conditioned consumption of alcohol, CFRC will lose a substantial portion of its adult customers and will be forced to close its gates. Not to be melodramatic, but street racing is a dangerous reality, and more lives will be lost on our public roads if the Central Florida Road Course's safe and controlled environment is lost.

Site Plan

First, go-karting proved to be a popular activity, but the track, as designed, was too large. Therefore, a smaller, tighter, tire-lined kart track was created and segregated into the South East corner of the Property as shown on the enclosed site plan. This parcel was separated from the rest of the Property and is now identified as Parcel ID: 11-24-29-7268-00-840.

Secondly, motorcycle and street car racing enthusiasts sought to replicate the same types of unsanctioned and illegal match racing being performed on public roads. A straight portion of the track was extended to allow the safe performance of this match / drag racing and eventually the course was modified permanently to meet all distance and safety regulations promulgated the IHRA. This resulted in a third parcel owned by Taft-Vineland Properties, Inc. being incorporated into the site plan (Parcel ID: 11-24-29-7268-01-080). Vehicle traffic on this parcel is strictly for deceleration / turn-around and generates no additional noise.

Third, portions of the long course originally proposed have been retained for "Drift Racing" or "Drifting" and the test racing originally contemplated. This area is confined to the largest parcel of the three, which retained the Parcel ID used in the original special exception application (Parcel ID: 11-24-29-7268-00-760).

The drag course and drifting area lent themselves to more of a spectator clientele and therefore portable bleachers became a regular component of the Property's use. They are moved and reconfigured depending on the applicable events. Finally, a beer only open air bar area ("Slick's Live Sports Bar") was built-in underneath the second story announcer's booth. The announcer's booth and Slick's are segregated from the track and look south from the top of the drag strip.

If drag racing is not permitted pursuant to this Application for Special Exception, the business will not survive. The Property is uniquely situated in one of the few heavy industrial areas in the County suited to this use, millions of dollars have been invested in infrastructure, and the business will not just be able to pick up and move.

Alcohol

As the initial plan contemplated no spectators and only patrons coming to the Property to drive fast cars, a prohibition against alcohol seemed more than reasonable under the circumstances. However, for the past two (2) + years, responsible adults have purchased beer under an approved liquor license for enjoyment with other concessions while watching the races. Pursuant to a liquor license obtained in 2009, beer is sold to spectators (only). Drivers are given wrist bands (checked at the starting line every time) and staff is tasked with preventing drivers from purchasing and drinking alcohol.

We are respectfully requesting that the Zoning Manager and the Board of Zoning Adjustment recognize the change in the use of the Property and allow the conditioned and partial sale and consumption of wine and beer by spectators only. Applicant proposes a tightly controlled area, as indicated on the enclosed Site Plan, where canned beer may be purchased, carried and consumed by spectators (only). Further, applicant proposes only a partial lifting of Condition # 13, as beer sales are only needed during the evenings of Thursday through Saturday, and potentially for limited and calendared special events. Really, the emphasis at the track is on the racing and not the bar. The bar sales simply allow the business to stay afloat financially. Additionally, it is believed that there have been no alcohol related accidents and virtually no incidents relating to the business requiring the help of law enforcement. We are seeking verification from the Sheriff's Department.

Attendance and Special Events

Customers have demonstrated a sincere interest in attending races at the track. The primary evenings for races are Thursday through Saturday, with occasional special events Sunday during the day. Approximate attendance numbers (based on the current evening event schedule) are as follows:

<u>Event</u>	<u>Race Type</u>	<u>Attendance (Spectators)</u>	<u>Attendance (Drivers)</u>
Thursday Night	Motorcycles	1200+	22 Drivers
Friday Night	Drag/Match	150	45 Drivers
Friday Night	Drifting	500	40 Drivers
Saturday Night	Drag/Match	575	100 Drivers
Sunday Day	Road Course	40	5-10 Drivers

Private events are scheduled at the separate Kart track, which is currently leased to a third party. Large events have been held at the race course property, including Relay for Life, annual Mothers Against Racing in the Streets ("MARS") events, and Beat the Heat races, where law enforcement officials participate in the racing events. Orange County currently has an officer that participates in races at the track in a modified police vehicle. See the enclosed letters of support from MARS, and Orange County Sheriff's Deputy Robert Ramos.

Employees and Hours of Operation

The track now has approximately 20 employees. Hours of Operation are as set forth in the originally approved Special Exception: 8:00 a.m. till 10:00 p.m. Sunday through Wednesday and 8:00 a.m. till 1:00 a.m. Thursday through Saturday.

Business Interests and Community Service

Today the business is operating slightly above the break even point. Beer sales on Thursday Bike Nights provide the necessary funding to carry the rest of the week's events. To attract the numbers referenced above, no cover is charged and all revenue is based on beer sales. Concessions sales belong to a tenant with a portable concessions trailer. A car parking fee is charged during certain events to provide additional funding, and a nominal fee is charged for each vehicle being raced. There is not a per race fee, so drivers are able to get their "need for speed" out of their system. The business obtained, just as of last year, local and national sponsors who have paid to have their banners hung on the premises, etc. Total current Sponsorship contracts amount to approximately \$200,000 in value, a significant portion of which would need to be reimbursed in the event the approvals cannot be granted and the business is forced to shut down. Sponsors include Advance Auto Parts, La Quinta Inns, NOS Energy Drinks, Universal Nissan, Metro PCS, Eaglerider, Mech-Tech, Ironman Classic, Copart, Enjuku Racing, the National Association of Diesel Motorsports, Mothers Against Racing in the Streets and IOA (Insurance Office of America).

The Governor's Highway Safety Association (GHSA) reported that teen driver deaths rose during the first six months of 2011--the first such increase in eight years. Deaths of 16-year-olds jumped 16 percent, while deaths among 17-year-olds increased by seven percent. Florida was one of three states to show significant increases in teen driver deaths. It is our understanding that soon after the Central Florida Road Course opened, the Orange County task force assigned to stopping illegal street racing was able to disband. Though it can not take full credit, the Central Florida Road Course is at least part of the solution in controlling and channeling street racing. CFRC will proudly bring to bear community support for taking the necessary steps to keep the business alive.

Noise

The vehicles used on the Property are for the most part, street legal and any louder vehicles are raced during early evening hours. All reports our client has received indicate that they have been in compliance with Orange County's Code provisions applicable to sound and noise since 2010. It is also our belief that there have been noise complaints even when the track has been closed. Notwithstanding the forgoing, CFRC is prepared to employ sound engineers approved by the County to create a new plan to ameliorate noise coming from the track. Further, CFRC is prepared to meet with and seek to accommodate the wishes of the people of the Southchase community located approximately one mile from the south end of the race track. However, if drag racing, in total, is prohibited to assuage noise complaints, the business will fail and will

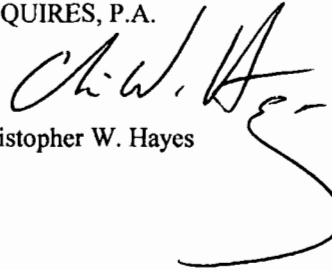
Orange County Zoning Division
Central Florida Road Course, LLC
April 27, 2012/Page 5 of 5

need to close.

Please feel free to call us if there are any unanswered questions.

Respectfully submitted,

KILLGORE, PEARLMAN, STAMP, ORNSTEIN
& SQUIRES, P.A.

A handwritten signature in cursive script, appearing to read "Ch. W. Hayes", with a long, sweeping underline that extends to the right.

Christopher W. Hayes

CWH/mm

MARS



Don't Let Illegal Street Racing
Hurt Innocent Families



Support

M.A.R.S.

Mothers Against Racing in the Street

WWW.MARSCFL.COM



We are three Moms, who want to help
others to understand the devastation
that can occur from the act of
street racing. Street Racing has claimed
the lives of our young adult sons.
It has forever changed our lives and
that of our families and friends.
In our sons' memory, we want to share
with you our story.

If you have any Questions or
Comments, Please contact us at:

www.MARSCFL.com
Laurie Broadus 321-388-3719
Debbie Romero 407-690-6206
Emely Santana 407-486-3986



In Loving Memory

Shawn Michael Broadus
6/5/1987-4/11/2006
Giovanni L. Perez Santana
2/12/1997-6/14/2009
Luis Riveria-Ortega
5/19/1992-01/01/2008
Carlos Romero
10/8/1989-12/27/2009



Orlando Speedway
19400 E Colonial Dr
Orlando, FL 32820
(407) 568-2271

Central Florida Road Course
201 Parcel Lane in Orlando, FL
<http://cfracingcomplex.com>

C.F.R.C is open late two nights
per week to accommodate the
individuals in Central Florida
who wish to race on the streets.

The difference--the races are
conducted on a track (street
style), there is medical
staff on site, and security guards
maintain the events to assure
order is met.

What this means--
Orlando residents and Central
Florida residents as well as any-
one interested in street racing
can race twice per week in a
controlled environment
here you can still have fun but
stay on the safe side.

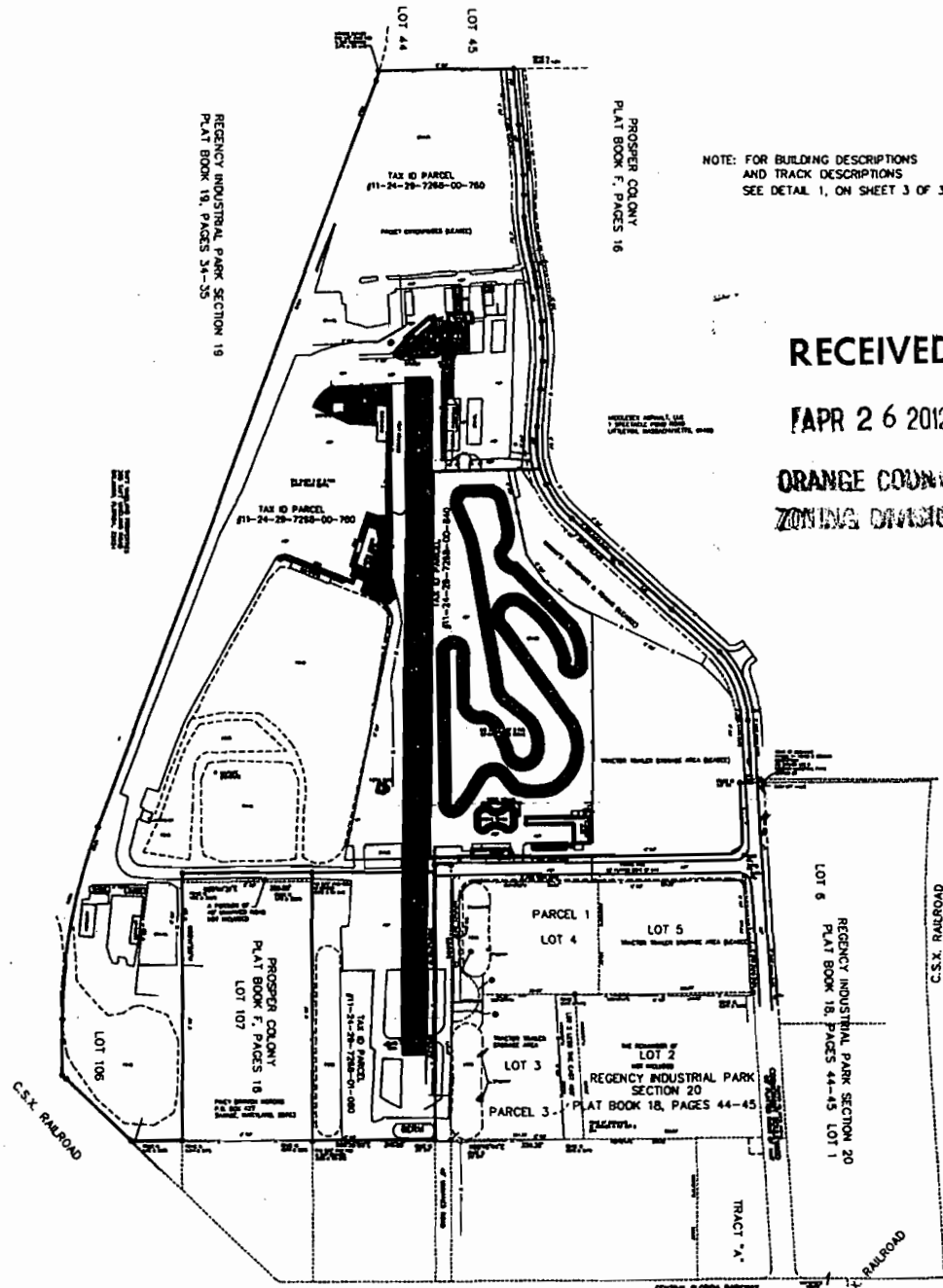


NOTE: FOR BUILDING DESCRIPTIONS
AND TRACK DESCRIPTIONS
SEE DETAIL 1, ON SHEET 3 OF 3

RECEIVED

FAPR 26 2012

ORANGE COUNTY
ZONING DIVISION

[illegible]

JOB NO. 1112004
FIELD DATE: 04/29/72
SCALE: 1" = 100'
DRIVER: G. G. G.
APPROVED BY: G. G. G.
ISSUED BY: G. G. G.
1112004

Bell Surveying

SITE PLAN

FOR: TAFT FACULTIES/BRAD RUSSELL

SECTION 11-24-29

ORANGE COUNTY, FLORIDA

[illegible]

SEE SHEET 1, 3 OF 3



STAFF REPORT
CASE #SE-12-07-038
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
June 7, 2012
Commission District: 4

GENERAL INFORMATION:

APPLICANT: CENTRAL FLORIDA ROAD COURSE

HEARING TYPE: Board of Zoning Adjustment

REQUEST: To amend previously approved special exception of March 5, 2009 as follows:

- 1) To add 4.59 acres on the south side
- 2) To add a drag strip course
- 3) To allow on-site consumption of alcohol

(Condition #13 of previous approval prohibited on-site consumption of alcohol)

LOCATION: North and south sides of Parcel Lane, west of Cosmonaut Blvd., north of Central Florida Pkwy.

PROPERTY ADDRESS: 193 Parcel Ln., Delivery Dr., 10694 Cosmonaut Blvd.,

TRACT SIZE: 51.55 acres

DISTRICT #: 4

ZONING: IND-4

EXISTING USE(S): Race track facility

PROPOSED USE(S): Adding land, adding a drag strip course and allowing for on-site consumption of beer and wine

SURROUNDING USES: The subject site is located in an industrial park. Industrial land uses are located to the north, east and west. The Southchase residential development is 1 mile to the south.

STAFF FINDINGS AND ANALYSIS:

1. On March 5, 2009 the Board of Zoning Adjustment (BZA) approved a special exception on this property for a race track for the racing, testing and display of motorsports vehicles. The BZA imposed 13 conditions of approval as part of that approval;
2. Since the 2009 BZA approval, staff has received numerous citizen complaints regarding noise emitting from the subject site.
3. Staff investigated the complaints and visited the subject site and determined the site is not operating completely in accordance with the 2009 BZA approval. Specifically, the tract size has increased by approximately 5 acres, a drag strip course was added and the site is allowing for the on-site consumption of beer and wine for spectators;
4. Since late 2009 to present time the Environmental Protection Division (EPD) has received numerous noise complaints from the residents of the Southchase community to the south. Some of the complaints were validated by sound measurements and corrected by the applicant. However, Orange County continues to receive noise complaints from the Southchase residents. Those complaints have been and are being investigated by EPD. EPD will inform the BZA of their findings of the measurements at the public hearing;
5. Although the subject site is not violating the County's noise and sound regulations, the noise generated by the drag strip appears to be a nuisance to the residents to the south. Noise can travel long distances even beyond 1 mile. Staff's position is if the drag strip was not permitted and removed from the site, adverse sound impacts would be minimized;
6. Staff is not aware of any complaints regarding the on-site consumption of beer and wine occurring on this site. The applicant states the beer and wine is only consumed by spectators and not drivers. Staff has concerns that the existence of a lounge serving beer and wine on a race track facility creates the temptation for drivers to drive after consuming alcohol. However, if the consumption of beer and wine is controlled to the extent that drivers cannot consume any alcohol, staff would have no objection to the consumption of beer and wine only;

STAFF RECOMMENDATION:

If the BZA approves this request, the following conditions should be imposed:

1. Development in accordance with site plan dated "Received April 26, 2012" and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing. Previous conditions of approval from March 5, 2009 are hereby null and void;
2. Previous conditions of approval of March 5, 2009 are hereby null and void. This approval is to use the property as a racetrack for the racing, testing and display of race cars, legends cars, motorcycles, autocross, karts, vehicle testing, car shows, go-karts, drifting, spectator events and the drag racing of street cars, motorcycles and non-street legal hot rods, including the following ancillary uses: parking areas, outdoor spectator areas, grandstands and bleachers, concession stand, restrooms, ticket and parking booths, eating and drinking area, and equipment storage.
3. All outdoor lighting shall be in accordance with Chapter 9, Orange County Code;
4. No spectators on the infield during an active track session. Only officials and instructors may be in the infield during an active track session;
5. Hours of operation shall be Monday - Wednesday 8:00 am to 10:00 pm and Thursday - Saturday 8:00 am to 1:00 am and Sunday from 1:00 pm to 6:00 pm;
6. The applicant shall hire off-duty law enforcement for open racing events;
7. Prior to racing, orientation by the instructors shall be provided to the racers;
8. Port-o-lets shall be provided in accordance with all regulations;
9. Access, drainage, roadway improvements and concurrency management shall be determined by the Public Works Department;
10. Development shall comply with Chapter 24 (Landscaping) except where conflicts between the site plan and Chapter 24 exist. Then the Zoning Manager shall determine if the project significantly complies with Chapter 24;

11. Signage shall be in accordance with 31.5, Orange County Code;
12. Noise and sound shall be regulated by Chapter 15, Orange County Code and any future modifications as approved by the BCC from time to time;
13. Construction plans for these changes shall be submitted within 1 year (June 7, 2013) or this approval becomes null and void; and
14. Any on-site consumption of beer and wine only shall meet all applicable local and state regulations.


c.c. Christopher W. Hayes, Killgore, Pearlman, Stamp, Ornstein, & Squires, PA, 2 South Orange Avenue, PO Box 1913, Orlando, Fl. 32801



Interoffice Memorandum

June 15, 2012

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

FROM: Jon V. Weiss, P.E., Director 
Growth Management Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 26, 2012 – Public Hearing
Adam Smith – VHB Miller Sellen
Case #CDR-12-01-010
Stillwater Crossings and Center Bridge
Planned Development / Land Use Plan (PD/LUP)
Substantial Change – District 1

The ~315.95 acre subject property is generally located southeast of State Road 429, east of Tiny Road and south of Tilden Road. It is also within the overall boundary of the Stillwater Crossings and Center Bridge Planned Development (PD), which was last amended by the Board of County Commissioners on May 22, 2012. The proposed substantial change to the PD consists of the following requests, modifications or project-related matters:

1. Amend the land use district designation for APF Park Parcel SC-15 to "Upland Greenbelt" and preclude any future Transfer of Development Rights (TDR) credits to such parcel;
2. Amend the proposed residential density and yield in PD Parcels SC-11, SC-12 and SC-14 (as shown on the revised Land Use Plan dated "Received April 9, 2012") to reflect net developable acreage refinements and the use of TDRs;
3. Approve nine (9) new waivers from the original Village PD Code related to PD Parcels SC-11 and SC-12 only;

4. Approve new or modified Conditions of Approval; and
5. Acknowledge a "Notice of Assignment of Transferable Development Rights (TDR) and Declaration of Restrictive Covenants" and approve an Adequate Public Facilities (APF) Agreement related to the subject property.

Please note that some of the previously approved or proposed PD Conditions of Approval have been modified or re-numbered for clarity without affecting the intent of any previous Development Review Committee (DRC) or BCC action.

Although classified as a substantial amendment, which requires approval by the Board of County Commissioners [Orange County Code Section 38-1207(a)(3)], the DRC did not require a community meeting.

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the 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 Stillwater Crossings and Center Bridge Planned Development / Land Use Plan (PD/LUP) dated "Received April 9, 2012," subject to the fifteen (15) conditions listed in the Staff Report. District 1

Attachments

JVW/SC:tp

GENERAL INFORMATION

APPLICANT	Adam Smith – VHB MillerSellen
OWNER	JEN Florida V., LLC
HEARING TYPE	Substantial Change (Case #CDR-12-01-010)
REQUEST	<p>This Substantial Change to the Stillwater Crossings and Center Bridge Planned Development / Land Use Plan (PD/LUP) consists of the following four (4) requests and/or modifications:</p> <ol style="list-style-type: none">1) Amend the land use district designation for APF Park Parcel SC-15 to "Upland Greenbelt" and preclude any future Transfer of Development Rights (TDR) credits to such parcel;2) Amend the proposed residential density and yield in PD Parcels SC-11, SC-12 and SC-14 (as shown on the revised Land Use Plan dated "Received April 9, 2012") to reflect net developable acreage refinements and the use of TDRs;3) Approve nine (9) new waivers from the original Village PD Code related to PD Parcels SC-11 and SC-12 only; and4) Approve new or modified Conditions of Approval.
LOCATION	Generally located southeast of State Road 429, east of Tiny Road and south of Tilden Road.
PARCEL ID NUMBER(S)	09-23-27-0000-00-007, 10-23-27-0000-00-003 and 15-23-27-0000-00-001 (<i>affected parcels only</i>)
PUBLIC NOTIFICATION	The notification area for this public hearing was 1,000 feet [Chapter 30-40(c)(3)(a) of the Orange County Code requires 300 feet]. One-hundred twelve (112) notices were mailed to area property owners.
TRACT SIZE	~ 315.95 acres (<i>affected parcels only</i>)

IMPACT ANALYSIS**LAND USE COMPATIBILITY**

The proposed substantial change would allow land uses that are compatible with the existing development in the area. Entitlement increases are not being sought through this request.

COMPREHENSIVE PLAN CONSISTENCY

The subject property was originally added to the Stillwater Crossings and Center Bridge Planned Development (PD) through rezoning case number RZ-05-11-134, which was approved by the Board of County Commissioners (BCC) on July 18, 2006. This request reflects a reduction in the overall density and residential in PD Parcels SC-11, SC-12 and SC-14 due to net developable acreage refinements and the use of TDRs. Consequently, this PD/LUP amendment appears to be consistent with the Comprehensive Plan.

SITE DATA

EXISTING ZONING Stillwater Crossings and Center Bridge Planned Development (PD)

ADJACENT ZONING N: A-1 (Citrus Rural District)

E: Stillwater Crossing and Center Bridge Planned Development (PD)

W: A-1 (Citrus Rural District)

S: A-1 (Citrus Rural District) and
Signature Lakes Planned Development (PD)

PROPOSED DEVELOPMENT PROGRAM

Affected PD Parcels Only

Parcel SC-11 (Garden Home District): 348 DUs (30 unit increase)

Parcel SC-12 (Village Home District): 237 DUs (64 unit reduction)

Parcel SC-14 (Townhome/Apt. District): 67 DUs (1 unit decrease)

Parcel SC-15 (Upland Greenbelt): *No proposed development*

Parcel SC-16 (Upland Greenbelt): *No proposed development*

Total: **652 DUs (35 unit decrease)**

ACTION REQUESTED

DRC RECOMMEDATION (March 28, 2012 and June 13, 2012)

Make a finding of consistency with the CP and approve the substantial change to the Stillwater Crossings and Center Bridge Planned Development / Land Use Plan (PD/LUP), subject to the following conditions (as modified or added):

1. Development shall conform to the Stillwater Crossing and Center Bridge PD Land Use Plan dated "Received April 9, 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 April 9, 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. All acreages regarding conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
4. The developer shall obtain water, wastewater, and reclaimed water from Orange County Utilities.
5. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP) for the Stillwater Crossings and Center Bridge PD, sized for village-wide requirements.
6. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the project, to accommodate the ultimate flows for the entire Bridgewater Village, consistent with an approved MUP. Utilities infrastructure shall be built connecting to the proposed County system at the Porter Road, Lake Hancock Road, and Ficquette Road intersection for wastewater; to the proposed 24-inch water main on CR 535 for water; and the 24-inch reclaimed water main on Ficquette Road.
7. The following waivers from the original Village PD Code are granted for PD Parcel CB-6 only (as modified for clarity):
 - a. A waiver from Section 38-1384(b) and (c) to allow a block depth of 220 feet for blocks with alleys in lieu of 240 feet; and an average block length of 350 feet in lieu of 300 feet, where lots less than 60 feet in width are proposed;
 - b. A waiver from Section 38-1386(b)(2) to allow a minimum average lot size of 3,500 square feet in lieu of 4,800 square feet;
 - c. A waiver from Section 38-1386(b)(4) to allow for a minimum lot width of 32 feet in lieu of 40 feet;
 - d. A waiver from Section 38-1386(b)(5) to allow a minimum lot depth of 112 feet in lieu of 120 feet;
 - e. A waiver from Section 38-1386(b)(8)(a) to allow a minimum front porch setback of 7 feet in lieu of 10 feet; and
 - f. A waiver from Section 38-1386(b)(8)(b) to allow a minimum side yard setback of 4 feet (on lots less than 40 feet in width) in lieu of 5 feet.

8. The following waivers from the original Village PD Code are granted for PD Parcels SC-11 and SC-12 only:

PD Parcel SC-11 (Garden Home District)

[Note: The following waivers may be applied to no more than 15% of the single family detached residential lots (52 units)]

- a) A waiver from Section 38-1387(b)(2) to decrease the minimum average lot size from 6,000 square feet to 3,840 square feet for single family lots less than 40 feet wide;
- b) A waiver from Section 38-1385.7(b)(4) to decrease the minimum lot width from 40 feet to 32 feet for single-family detached dwellings;
- c) A waiver from Section 38-1385.7(b)(8)(a) to reduce the minimum front porch setback from 10 feet to 7 feet for lots less than 40 feet wide; and
- d) A waiver from Section 38-1385.7(b)(8)(b) to decrease the minimum side building setback from 5 feet to 4 feet for lots less than 40 feet wide.

PD Parcel SC-12 (Village Home District):

[Note: The following waivers may be applied to no more than 20% of the single family detached residential lots (47 units)]

- a) A waiver from Section 38-1386(b)(2) to decrease the minimum average lot size from 6,000 square feet to 3,840 square feet for single family lots less than 40 feet wide;
- b) A waiver from Section 38-1386(b)(4) to decrease the minimum lot width from 40 feet to 32 feet for single-family detached dwellings;
- c) A waiver from Section 38-1386(b)(8)(a) to reduce the minimum front porch setback from 10 feet to 7 feet for lots less than 40 feet wide; and
- d) A waiver from Section 38-1386(b)(8)(b) to decrease the minimum side building setback from 5 feet to 4 feet for lots less than 40 feet wide.

PD Parcels SC-11 (Garden Home District) and SC-12 (Village Home District):

- a) A waiver from Section 38-1384(c) to allow for an average block length of 360 feet in lieu of 300 feet, where lot widths less than 60 feet are proposed.
9. 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.
10. At the time of approval of a plan for a single-family detached residential unit project, the developer shall have prepared and submitted for review a document containing covenants, conditions, and restrictions (CC&Rs) for the property being platted. The CC&Rs, which shall be recorded simultaneous with the recording of the plat, shall include a provision incorporating, verbatim, the following requirements:
- a) The same front façade for single-family residential units may not be repeated more than 5 times within 1 block length for both sides of any street, and shall be separated by at least 2 units with different facades.

- b) House front facades shall be varied and articulated to provide visual interest to pedestrians along the street frontage. The front façade of the main body of the house shall not exceed 40 feet in length, except for wings or "L"s which are setback from the façade. In no case shall more than 50 percent of the front façade of a house consist of an unobstructed block wall or garage door.
- c) At least 50 percent of all single-family residential units 75 feet in width or less shall have a front porch. A front porch shall be a minimum of 7 feet in depth; 8 feet in width and cover a minimum 10 feet in width or 1/3 of the front façade, whichever is greater.
- d) Flat roofs shall be prohibited.
- e) Unless otherwise prohibited by the CC&Rs, fencing in the front yard shall be located within 3 feet of the sidewalk to define the separation of public and private spaces. Such fences shall be no higher than 3 feet, 6 inches, and be limited to decorative wrought iron or wood picket style.

The provisions of the CC&Rs incorporating the above referenced requirements shall not be amended, removed, or superseded without the prior approval of the Board of County Commissioners, which approval may be withheld in the Board's sole discretion, and the CC&Rs shall contain a statement to that effect.

Furthermore, the CC&Rs shall provide that the homeowner's association and any person owning property in the development have the right to enforce these requirements in the event they are violated.

Finally, the CC&Rs shall also state that Orange County shall have the right, but not the duty, to enforce these requirements in the same manner as it enforces other Orange County ordinances and regulations.

- 11. PD Parcel SC-15 shall not be entitled to any Transfer of Development Rights (TDR) credits.
- 12. In conjunction with this approval, Transfer of Development Rights (TDR) credits are being assigned and transferred from Tract G-1 in PD Parcel SC-16 to PD Parcels SC-11, SC-12 and SC-14 pursuant to the Notice of Assignment of Transferable Development Rights and Declaration of Restrictive Covenants to be recorded in the Public Records of Orange County, Florida at the Developer's expense.
- 13. Development shall conform to the Adequate Public Facilities (APF) Agreement between Orange County and JEN Florida V, LLC, processed for PD Parcels SC-11, SC-12, SC-14, SC-15 and SC-16 and approved by the County in conjunction with this PD amendment. This APF Agreement addresses Recitals; Dedication of APF Land by Owner; APF Status; Conveyance Procedure; Refinement of Size and Location of APF Land; and Continuing Occupancy by Owner Prior to Use by County.
- 14. All previous applicable Conditions of Approval dated July 18, 2006, shall apply:
 - a) The following Education Condition of Approval shall apply: - The project contains 563 units (the "Unvested Units") that are subject to the County's school capacity policy (a/k/a the "Martinez Initiative"). The developer has contracted with McKinney Groves General Partnership ("McKinney Groves") - one of the members of the Lakeview MS consortium - to acquire school rights/credits established under the Capacity Enhancement Agreement by and between McKinney Groves and the School Board dated September 1, 2005

("CEA"). The number of school rights/credits equals or exceeds the number of Unvested Units. The County shall not record a plat for any of the Unvested Units until it receives notice from Orange County Public Schools ("OCPS") that the developer has closed on the acquisition of the school credits from McKinney Groves. Developer shall comply with all provisions of the CEA. Upon the County's receipt of written notice from OCPS that the developer is in default or breach of the CEA, the County shall immediately cease issuing building permits for any Unvested Units. 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. 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.

- b) Prior to platting, a Municipal Service Taxing Unit (MSTU) shall be established for the operation and maintenance of secondary and connector trails.

- ~~e) The developer shall obtain water, reclaimed water and wastewater service from Orange County Utilities.~~

Note: The preceding condition is now addressed by new condition #4.

- ~~d) Prior to construction plan approval, certification with support calculations shall be submitted which states that this project is consistent with the approved Master Utility Plan for this PD.~~

Note: The preceding condition is now addressed by new condition #5.

- e) The Adequate Public Facilities (APF) road (Bridgewater Crossings Boulevard) shall be constructed to the PD boundary from its current terminus in Tennyson Park at Summerport (Parcel SC-5) concurrently with the first phase of development within Phase III of the PD.

15. All previous applicable Conditions of Approval dated July 27, 1999, shall apply:

- a) Billboards and pole signs shall be prohibited.
- b) Commercial uses shall be limited to Section 38-1388 and Section 38-1389 of the Orange County Code, respectively.
- ~~e) The developer shall obtain wastewater, water, and reclaimed water services from Orange County subject to County rate resolutions.~~

Note: The preceding condition is now addressed by new condition #4.

- ~~d) Master wastewater, water, and reclaimed water plans for the Stillwater Crossings/Center Bridge Neighborhoods, sized for the village-wide requirements, shall be approved prior to~~

approval of construction plans.

Note: The preceding condition is now addressed by new condition #5.

- e) ~~The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the project to accommodate the ultimate flows for the entire Bridgewater Village. Utilities infrastructure shall be built connecting to the proposed County system at the Porter Road, Lake Hancock Road, and Ficquette Road intersection for wastewater; to the proposed 24 inch water main on C.R. 535 for water; and to the proposed Conserv II distribution system extension on the north boundaries of the proposed development for reclaimed water.~~

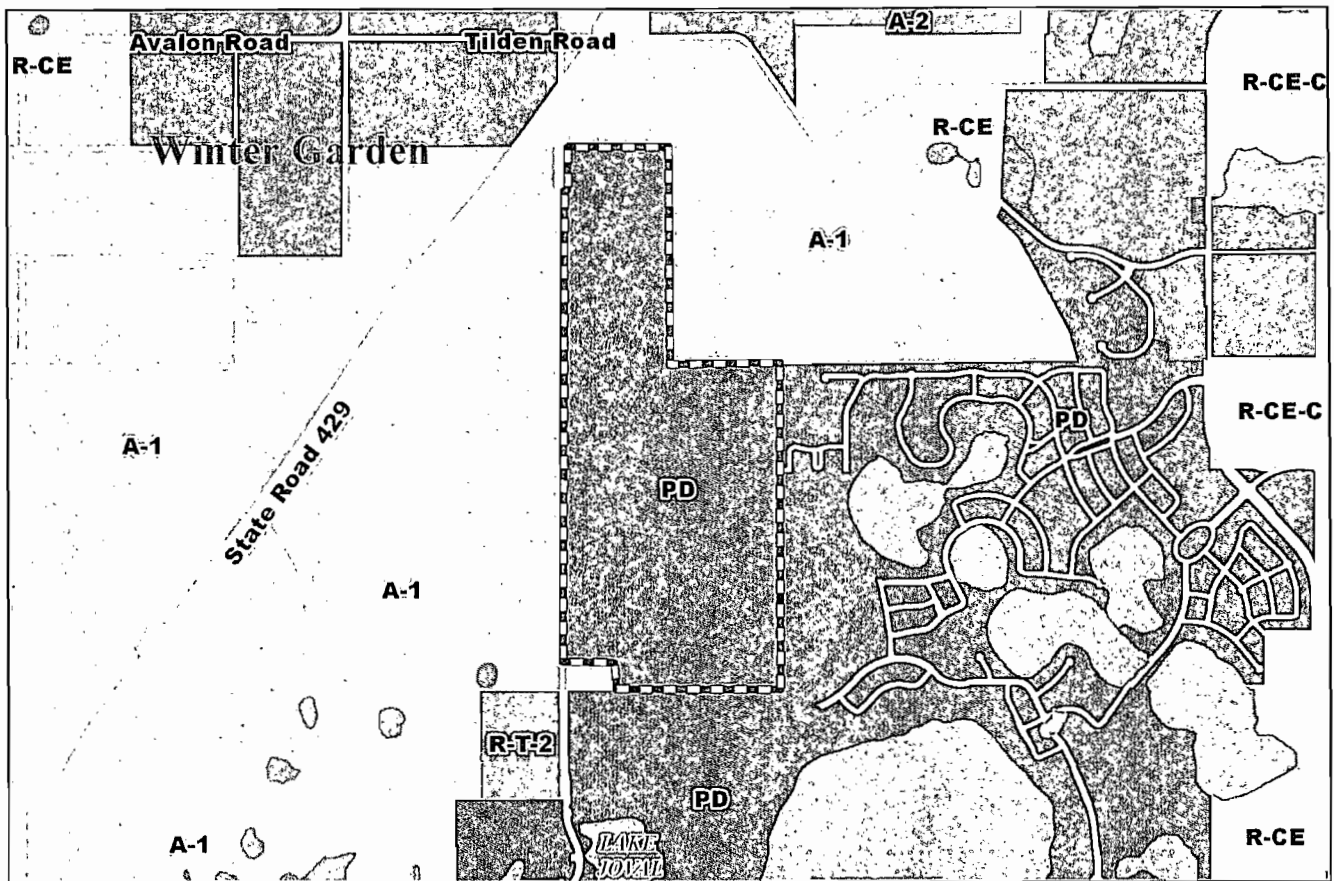
Note: The preceding condition is now addressed by new condition #6.

- f) The developer shall locate and dedicate to Orange County a two-acre parcel, at a mutually acceptable location, for potable water storage and repump facilities.
- g) The developer shall prepay 500 ERUs of wastewater capacity at the time of preliminary subdivision plan approval and 500 ERCs of water capacity at the time of construction plan approval.
- h) The developer shall maximize available reclaimed water irrigation opportunities within the project.
- i) In conjunction with this approval, a Developer's Agreement is being processed for Ficquette Road, Porter Road, Reams Road, and C.R. 535. This agreement addresses impact fee credits, corridor analysis, and stormwater management. This development shall conform to that Developer's Agreement.
- j) A Developer's Agreement is being processed with this approval whereby the developer dedicates to Orange County a 15-acre tract for an elementary school, a 32-acre tract for a middle school, and other required adequate public facilities lands as identified in the planned development at \$22,500 per acre.
- k) Approval of the Stillwater Crossings and Center Bridge Neighborhood Planned Development within the Village of Bridgewater Development Agreement; further, made a finding of consistency with the Comprehensive Policy Plan; and further, acknowledged the letter received from Paul Chipok, counsel for the applicant, regarding the adjacent landlocked Daniels¹ parcel whereby the applicant acknowledges the intent to give the property owner access consistent with the Orange County Code governing landlocked parcels.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (May 22, 2012)

A motion was made by Commissioner Boyd, seconded by Commissioner Brummer and unanimously carried, to approve a substantial change request by John Prowell, VHB MillerSellen, Stillwater Crossings and Center Bridge Planned Development (PD) / Land Use Plan (LUP) (Case #CDR-11-11-264), subject to the conditions previously identified in the DRC Recommendation section of this report – *(excluding the changes shown in strikethrough and underline format).*

ZONING MAP



Subject Property



Subject Property

REQUEST: Substantial Change

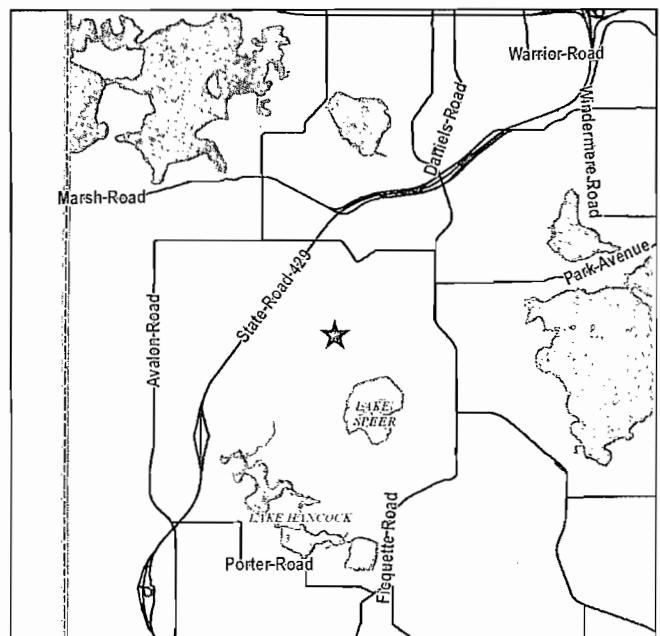
APPLICANT: Adam Smith - VHB MillerSellen

TRACT SIZE: ~315.95 Acres

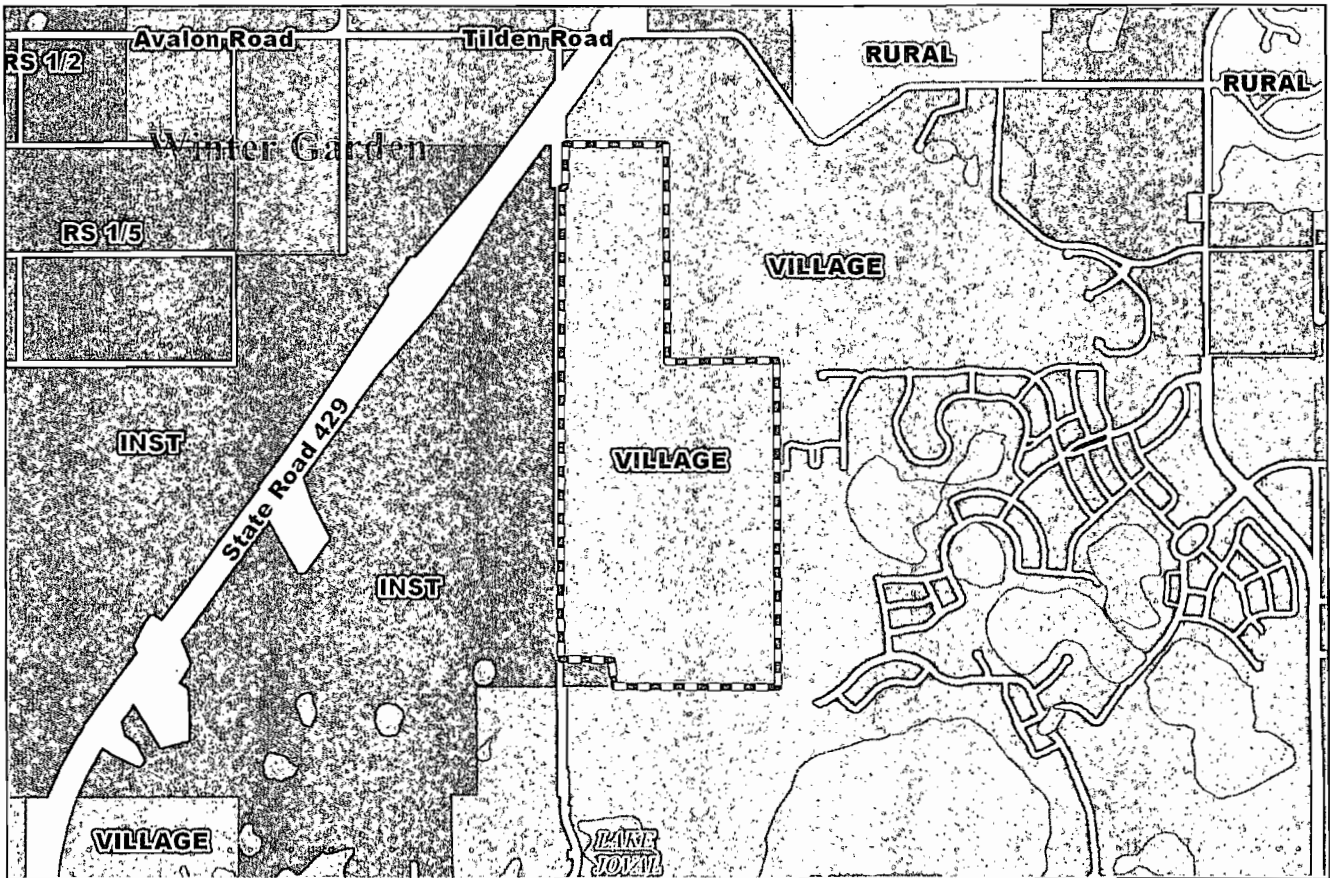
DISTRICT: #1

LOCATION: Generally located southeast of State Road 429, east of Tiny Road and south of Tilden Road

1 inch = 2,083 feet



FUTURE LAND USE MAP



Subject Property



Subject Property

REQUEST: Substantial Change

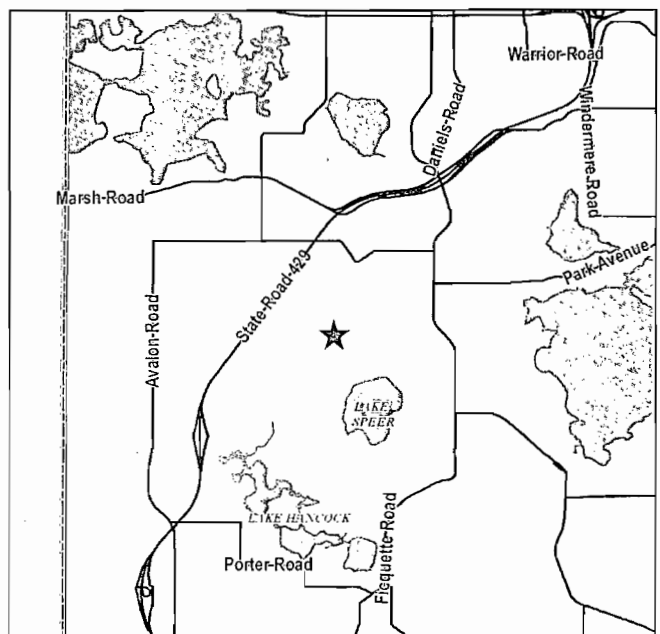
APPLICANT: Adam Smith - VHB MillerSellen

TRACT SIZE: ~315.95 Acres

DISTRICT: #1

LOCATION: Generally located southeast of State Road 429, east of Tiny Road and south of Tilden Road

1 inch = 2,083 feet



Prepared By and After
Recording Return To:

Grant T. Downing
Godbold, Downing & Bill, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

**NOTICE OF ASSIGNMENT OF TRANSFERABLE DEVELOPMENT RIGHTS
AND DECLARATION OF RESTRICTIVE COVENANTS**

THIS NOTICE OF ASSIGNMENT OF TRANSFERABLE DEVELOPMENT RIGHTS AND DECLARATION OF RESTRICTIVE COVENANTS (the “**Notice and Declaration**”) is made this ____ day of _____, 2012 by JEN FLORIDA V, LLC, a Delaware limited liability company (“**JEN**”).

WHEREAS, JEN is the fee simple owner of certain real property located in Orange County, Florida, which real property is more particularly described on Exhibit “A” attached hereto and by reference made a part hereof (the “**JEN Property**”); and

WHEREAS, the JEN Property constitutes a portion of the project known as Stillwater Crossings and Center Bridge Neighborhood situated within the Village of Bridgewater (hereinafter referred to as “**Bridgewater**”); and

WHEREAS, JEN as owner and developer of the JEN Property, is the owner of certain Transferable Development Rights (“**TDR**”) allocated to Bridgewater; and

WHEREAS, pursuant to the Stillwater Crossings and Center Bridge Neighborhood Planned Development (the “**PD**”), which PD includes all of the JEN Property, TDR credits (“**TDR**” Credits”) have been generated from upland greenbelt areas within Bridgewater, which areas are designated on the PD as TDR Upland Greenbelt Sending Areas; and

WHEREAS, Parcel SC-16, as depicted on the PD, is an Upland Greenbelt Sending Area containing 58.31 acres (“**Parcel SC-16**”) and Parcel SC-16 contains within its boundaries that certain Tract G-1, a portion of which is more particularly described on Exhibit “B” attached hereto and by reference made a part hereof containing 4.04 acres (the “**Sending Parcel**”); and

WHEREAS, in accordance with Section 30-726 of the Orange County Code (the “**Code**”), Transfer of Development Rights in the Village Land Use Classification, 69 TDR Credits were generated from the designation of the Sending Parcel as an Upland Greenbelt Sending Area; and

WHEREAS, Parcels SC-11, SC-12 and SC-14, as depicted on the PD more particularly described on Exhibit "C" attached hereto and by reference made part hereof, are each designated on the PD as a Receiving Area (collectively, the "**Receiving Parcel**"); and

WHEREAS, as condition to Orange County, Florida (the "**County**") approving JEN's application (Case No. CDR-12-01-010) to amend the development program for the existing JEN Property Planned Development/Land Use Plan to decrease the established density to allow for 652 units in the Garden Home District, the Village Home District, and the Townhome/Apartment District, collectively, JEN must assign and transfer 69 TDR Credits from the Sending Parcel to the Receiving Parcel; and

WHEREAS, JEN wishes to assign and transfer to Parcels SC-11, SC-12 and SC-14 as a collective Receiving Area pursuant to Section 30-276 of the Code, the 69 TDR Credits generated from a portion of the parcel designated as Tract G-1 of Parcel SC-16 as an Upland Greenbelt Sending Area (the "**Assigned Credits**"), and to simultaneously restrict the Sending Parcel as required by the County, all subject to the terms and conditions of this Notice and Declaration; and

WHEREAS, JEN desires to give record notice of the transfer of the Assigned Credits and certain restrictions on the affected real property and other matters, as set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JEN hereby agrees and gives notice as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.

2. JEN hereby conveys, assigns and transfers from the Sending Parcel to the Receiving Parcel all of JEN's right, title and interest in and to the Assigned Credits and for the use and benefit of the Receiving Parcel. Effective upon the transfer of the Assigned Credits to Parcels SC-11, SC-12 and SC-14, and that portion of Tract G-1 depicted on Exhibit "B" attached hereto shall have a balance of 0 TDR Credits.

3. JEN declares, acknowledges and agrees that it shall not seek to further transfer the Assigned Credits back to the Sending Parcel and such covenant shall run with the land and shall be binding on successors and assigns. Provided, however, that the Assigned Credits may be utilized by JEN on any other portions of the JEN Property (except for the Sending Parcel) as may be permitted pursuant to the Code.

4. JEN declares, acknowledges and agrees that upon the County's approval of JEN's application (Case No. CDR-12-01-010) to amend the development program for the existing JEN Property Planned Development/Land Use Plan to decrease the established density to allow for 652 units in Parcels SC-11, SC-12 and SC-14, collectively (the "**Restricted Parcels**"), shall not be increased above 652 units, and, with regard to the Restricted Parcels, such density restrictions shall run with the land and shall be binding on successors and assigns.

5. JEN agrees that the County is a third party beneficiary of this Notice and shall have the right, but not the obligation, to enforce the restrictive covenants set forth herein, and JEN and their successors and assigns shall not amend this Notice without the approval of the Orange County Board of County Commissioners.

6. The restrictive covenants set forth herein shall continue in effect for ninety (90) years from the date of this Notice and shall renew automatically for successive ten year terms unless JEN or their respective successors and assigns provides written notice of termination to the other and to the County at least thirty (30) days prior to the automatic renewal, and such notice of termination is recorded in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice and Declaration on the date and year first above written.

Signed, sealed and delivered
in the presence of:

JEN FLORIDA V, LLC, a Delaware limited
liability company

Printed Name: _____

By: _____
Richard A. Jerman, Vice President

Printed Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by Richard A. Jerman, as Vice President of JEN FLORIDA V, LLC, a Delaware limited liability company, on behalf the company. He is personally known to me or has produced _____ as identification.

Printed Name: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

{SEAL}

EXHIBIT "A"

[JEN Property]

EXHIBIT A

A parcel of land located in Sections 9, 10, 15 and 16, Township 23 South, Range 27 East, being the South three-quarters of the East quarter of Section 9, Township 23 South, Range 27 East (Less the West 30 feet for road Right-of-Way), and less Parcel 225 set forth in the Final Judgment recorded December 5, 2002 in Official Records Book 6691, Page 1391, Public Records of Orange County, Florida and the West half of the Southwest Quarter of the Southwest Quarter of Section 10, Township 23 South, Range 27 East, and the West Quarter of the Northwest Quarter of Section 15, Township 23 South, Range 27 East, and the East half of the Northwest Quarter of Section 16, Township 23 South, Range 27 East (Less the South half of the Southwest Quarter of Southwest Quarter of Northwest Quarter and Less West 30 feet for road Right-of-Way), all lying in Orange County, Florida, said parcel being more particularly described as follows:

Commence at the Northeast corner of said Section 9 for a point of reference, thence run South 00 degrees 03 minutes 07 seconds East, along the East line of said Section 9, a distance of 1332.44 feet to the Point of Beginning; thence continuing along said East line of Section 9, run South 00 degrees 03 minutes 07 seconds East, 1332.44 feet to the Southeast corner of the Northeast Quarter of said Section 9; thence run South 00 degrees 06 minutes 12 seconds West, along said East line of Section 9, a distance of 1321.76 feet to a point lying on the North line of the West one-half of the Southwest Quarter of the Southwest Quarter of aforesaid Section 10; thence run North 89 degrees 35 minutes 54 seconds East, along said North line of the West one-half of the Southwest Quarter of the Southwest Quarter of Section 10, a distance of 665.11 feet to a point lying on the East line of the West one-half of the Southwest Quarter of the Southwest Quarter of said Section 10; thence run South 00 degrees 02 minutes 02 seconds East, along said East line of the West one-half of the Southwest Quarter of the Southwest Quarter of Section 10, a distance of 1322.05 feet to the Northeast corner of the West Quarter of the Northwest Quarter of aforesaid Section 15; thence run South 00 degrees 01 minutes 27 seconds East, along the East line of said West Quarter of the Northwest Quarter of said Section 15; thence run South 89 degrees 40 minutes 42 seconds West, along the South line of said Northwest Quarter of Section 15, a distance of 666.82 feet to the Southeast corner of the Northeast Quarter of said Section 16; thence run South 89 degrees 36 minutes 09 seconds West, along the South line of said Northwest Quarter of Section 16, a distance of 670.59 feet to a point lying on the East line of the South one-half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 16; thence run, along said East line and the North line of said South one-half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 16, the following courses: North 00 degrees 15 minutes 47 seconds West, 350.13 feet; South 89 degrees 36 minutes 33 seconds West, 641.79 feet to a point lying on the East Right-of-Way line of Tiny Road; thence North 00 degrees 28 minutes 12 seconds West, along said East Right-of-Way line, 2311.35 feet; thence run North 00 degrees 24 minutes 30 seconds East, along said East Right-of-Way line, 3984.54 feet to a point lying on the North line of the South three-quarters of the East Quarter of aforesaid Section 9; thence run South 89 degrees 59 minutes 12 seconds East, along said North line of the South three-quarters of the East Quarter of Section 9, a distance of 1302.40 feet to the Point of Beginning.

Less and Except Parcel 225 set forth in the Final Judgment recorded December 5, 2002 in Official Records Book 6691, Page 139, Public Records of Orange County, Florida, described as follows:

A portion of the Northeast 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

EXHIBIT A

Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 9; thence North 00 degrees 02 minutes 24 seconds West, along the East line of the Northeast $\frac{1}{4}$ of said Section 9, a distance of 1332.42 feet to the Northeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 9; thence South 89 degrees 55 minutes 14 seconds West, along the North line of the South $\frac{1}{4}$ of said Section 9, a distance of 1254.51 feet to the Point of Beginning; thence departing said North line, run South 00 degrees 22 minutes 57 seconds West 521.43 feet; thence North 89 degrees 37 minutes 03 seconds West, 50.00 feet to the Easterly Right-of-Way line of Tiny Road (as now established); thence North 00 degrees 22 minutes 57 seconds East, along said Easterly Right-of-Way line, a distance of 521.03 feet to the aforesaid North line of the South $\frac{1}{4}$ of said Section 9; thence departing said easterly Right-of-Way line, run North 89 degrees 55 minutes 14 seconds East along said North line, a distance of 50.00 feet to the Point of Beginning.

LEGAL DESCRIPTION (as provided by client):

PARCEL 1

Agent File Number: Jen Florida V/ Conservation Vilages FAST File Number: 2037-2829373

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Orange, STATE OF FL. AND IS DESCRIBED AS FOLLOWS:

A PORTION OF LAND IN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 27 EAST AND SECTION 15, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 27 EAST THENCE NORTH 89°38'19" EAST ALONG THE NORTH LINE OF AFORESAID SECTION 15, A DISTANCE OF 668.30 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE NORTH 00°32'46" EAST ALONG THE EAST LINE OF WEST 1/2 OF SOUTHWEST 1/4 (SW1/4) OF SOUTHWEST 1/4 (SW1/4) OF AFORESAID SECTION 10, A DISTANCE OF 1,322.01 FEET; THENCE DEPARTING THE EAST LINE OF WEST 1/2 OF SW 1/4 OF SW 1/4 OF SECTION 10 NORTH 89°38'57" EAST, A DISTANCE OF 419.17 FEET; THENCE SOUTH 89°28'59" EAST, A DISTANCE OF 41.95 FEET; THENCE SOUTH 07°00'14" EAST, A DISTANCE OF 65.40 FEET; THENCE SOUTH 76°30'31" EAST, A DISTANCE OF 37.44 FEET; THENCE SOUTH 04°41'38" EAST, A DISTANCE OF 41.19 FEET; THENCE SOUTH 02°24'50" WEST, A DISTANCE OF 39.17 FEET; THENCE SOUTH 49°04'25" EAST, A DISTANCE OF 53.95 FEET; THENCE SOUTH 01°03'16" EAST, A DISTANCE OF 29.99 FEET; THENCE SOUTH 38°49'21" EAST, A DISTANCE OF 51.99 FEET; THENCE SOUTH 16°24'32" WEST, A DISTANCE OF 92.99 FEET; THENCE SOUTH 07°03'15" EAST, A DISTANCE OF 81.00 FEET; THENCE SOUTH 00°48'35" EAST, A DISTANCE OF 107.16 FEET; THENCE SOUTH 06°27'22" WEST, A DISTANCE OF 123.71 FEET; THENCE SOUTH 04°46'52" EAST, A DISTANCE OF 35.78 FEET; THENCE SOUTH 20°43'56" WEST, A DISTANCE OF 123.71 FEET; THENCE SOUTH 25°01'37" WEST, A DISTANCE OF 133.03 FEET; THENCE SOUTH 10°50'18" WEST, A DISTANCE OF 63.71 FEET; THENCE SOUTH 20°37'46" WEST, A DISTANCE OF 51.74 FEET; THENCE SOUTH 27°22'59" WEST, A DISTANCE OF 184.17 FEET; THENCE SOUTH 21°00'29" EAST, A DISTANCE OF 66.52 FEET TO A POINT ON THE NORTH LINE OF AFORESAID SECTION 15; THENCE NORTH 89°38'19" EAST ALONG SAID NORTH LINE, A DISTANCE OF 346.21 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°00'00" WEST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 397.35 FEET; THENCE SOUTH 22°55'05" WEST, A DISTANCE OF 114.78 FEET; THENCE SOUTH 27°45'46" WEST, A DISTANCE OF 142.46 FEET; THENCE SOUTH 28°30'52" WEST, A DISTANCE OF 86.35 FEET; THENCE SOUTH 04°49'32" WEST, A DISTANCE OF 50.25 FEET; THENCE SOUTH 03°20'48" EAST, A DISTANCE OF 124.89 FEET; THENCE SOUTH 07°00'12" WEST, A DISTANCE OF 166.19 FEET; THENCE SOUTH 04°46'07" WEST, A DISTANCE OF 123.83 FEET; THENCE SOUTH 05°00'49" WEST, A DISTANCE OF 91.41 FEET; THENCE SOUTH 09°26'59" WEST, A DISTANCE OF 88.83 FEET; THENCE SOUTH 44°24'29" WEST, A DISTANCE OF 63.73 FEET; THENCE SOUTH 51°23'16" EAST, A DISTANCE OF 2.12 FEET; THENCE SOUTH 09°23'05" WEST, A DISTANCE OF 111.78 FEET; THENCE NORTH 00°02'15" WEST, A DISTANCE OF 1,211.89 FEET TO THE POINT OF BEGINNING.

The following legal description prepared by this surveyor describes the same property as above but has been adjusted to our bearing basis and field measurements.

A parcel of land comprising portions of Sections 10 and 15, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of aforesaid Section 15 thence run North 89°38'00" East along the North line of the Northwest 1/4 of said Section 15 for a distance of 668.25 feet to the POINT OF BEGINNING; thence departing said North line run North 00°32'46" East along the East line of the West 1/2 of the Southwest 1/4 of aforesaid Section 10 for a distance of 1,322.01 feet; thence departing said East line run North 89°38'20" East for a distance of 419.20 feet; thence departing said North line run the following courses and distances: South 09°29'42" East for a distance of 41.73 feet; thence run South 07°00'58" East for a distance of 65.40 feet; thence run South 76°31'14" East for a distance of 37.44 feet; thence run South 04°42'22" East for a distance of 41.19 feet; thence run South 02°24'07" West for a distance of 39.17 feet; thence run South 49°05'08" East for a distance of 53.95 feet; thence run South 01°03'59" East for a distance of 29.99 feet; thence run South 38°50'04" East for a distance of 51.99 feet; thence run South 16°25'49" West for a distance of 92.99 feet; thence run South 01°03'59" East for a distance of 81.00 feet; thence run South 00°48'16" East for a distance of 107.16 feet; thence run South 05°26'35" West for a distance of 123.83 feet; thence run South 04°47'36" East for a distance of 35.78 feet; thence run South 20°43'13" West for a distance of 123.71 feet; thence run South 25°00'54" West for a distance of 133.03 feet; thence run South 10°53'35" West for a distance of 60.71 feet; thence run South 20°37'03" West for a distance of 51.74 feet; thence run South 27°22'15" West for a distance of 184.17 feet; thence run South 21°03'12" East for a distance of 66.69 feet to a point on the North line of the Northwest 1/4 of aforesaid Section 15; thence run North 89°38'00" East along said North line for a distance of 346.05 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 15; thence departing said North line run South 00°01'23" East along the East line of aforesaid Northwest 1/4 of the Northwest 1/4 of said Section 15, for a distance of 80.00 feet; thence departing said East line, run South 89°38'00" West parallel to and 80.00 feet South of aforesaid North line of the Northwest 1/4 of said Section 15, for a distance of 397.35 feet; thence departing said parallel line, run South 22°54'22" West for a distance of 114.83 feet; thence run South 27°45'03" West for a distance of 142.46 feet; thence run South 28°30'09" West for a distance of 86.35 feet; thence run South 04°48'48" West for a distance of 50.25 feet; thence run South 03°21'31" East for a distance of 124.89 feet; thence run South 06°59'28" West for a distance of 166.19 feet; thence run South 04°45'24" West for a distance of 123.83 feet; thence run South 05°00'00" West for a distance of 91.41 feet; thence run South 09°26'16" West for a distance of 88.83 feet; thence run South 44°24'22" West for a distance of 63.73 feet; thence run South 51°23'16" East for a distance of 2.12 feet; thence run South 09°22'22" West for a distance of 111.78 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 15; thence run North 00°02'15" West along said East line for a distance of 1,211.89 feet to the Southeast corner of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of aforesaid Section 10 and the aforesaid POINT OF BEGINNING.

Contains 10.18 acres more or less.

AND

PARCEL 2

A parcel of land comprising a portion of Section 15, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of aforesaid Section 15 thence run South 00°03'06" East along the West line of the Northwest 1/4 of said Section 15 for a distance of 2540.28 feet to the Southwest corner of said Northwest 1/4 of Section 15; thence departing said West line thence run North 89°41'16" East along the South line of said Northwest 1/4 of Section 15 for a distance of 807.59 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 15, also being the POINT OF BEGINNING; thence departing said South line run North 00°02'15" West along said East line for a distance of 388.29 feet; thence departing said East line run South 11°39'32" East for a distance of 43.55 feet; thence run South 31°55'45" East for a distance of 85.25 feet; thence run South 54°57'13" East for a distance of 46.30 feet; thence run South 42°04'05" East for a distance of 71.84 feet; thence run South 34°18'52" East for a distance of 38.38 feet; thence run South 12°07'00" East for a distance of 35.35 feet; thence run South 59°29'17" East for a distance of 35.83 feet to a point on aforesaid

EXHIBIT "B"

[SENDING PARCEL]

SKETCH OF DESCRIPTION

SHEET 1 OF 2

EXHIBIT "B"

LEGAL DESCRIPTION (A Portion of Greenbelt Tract G-1):

A parcel of land lying in Sections 9 and 10, Township 23 South, Range 27 East, Orange County, Florida.

COMMENCE at the Northwest corner of the Southwest 1/4 of aforesaid Section 10 thence run South 00°06'47" West along the West line of said Southwest 1/4 of Section 10 for a distance of 1321.72 feet to the Northwest corner of the Southwest 1/4 of said Southwest 1/4 of Section 10 and the POINT OF BEGINNING; thence departing said West line run North 89°36'28" East along the North line of said Southwest 1/4 of said Southwest 1/4 of Section 10 for a distance of 1085.93 feet; thence departing said North line run South 09°29'42" East for a distance of 41.73 feet; thence run South 07°00'58" East for a distance of 65.40 feet; thence run South 76°31'14" East for a distance of 37.44 feet; thence run South 04°42'22" East for a distance of 34.96 feet to a point on a line 150.00 feet South of and parallel to aforesaid North line of the Southwest 1/4 of the Southwest 1/4 of Section 10; thence run South 89°36'28" West along said parallel line for a distance of 951.10 feet to a point of curvature of a curve concave Southeasterly and having a radius of 420.00 feet, a chord bearing of South 77°21'15" West and a chord length of 178.28 feet; thence run Southwesterly along the arc of said curve through a central angle of 24°30'26" for an arc distance of 179.65 feet to a point of tangency; thence run South 65°06'02" West for a distance of 57.35 feet; thence run North 00°00'00" East for a distance of 211.63 feet; thence run North 89°36'28" East for a distance of 37.00 feet to aforesaid POINT OF BEGINNING.

Contains 4.04 acres more or less.



213 SOUTH DILLARD Street
Winter Garden, Florida 34787 • (407) 654 5355

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 10-23-27 BEING AN ASSUMED BEARING OF S00°06'47"W.

JOB NO. 20110152

DATE: 2-27-2012

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: EGT

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

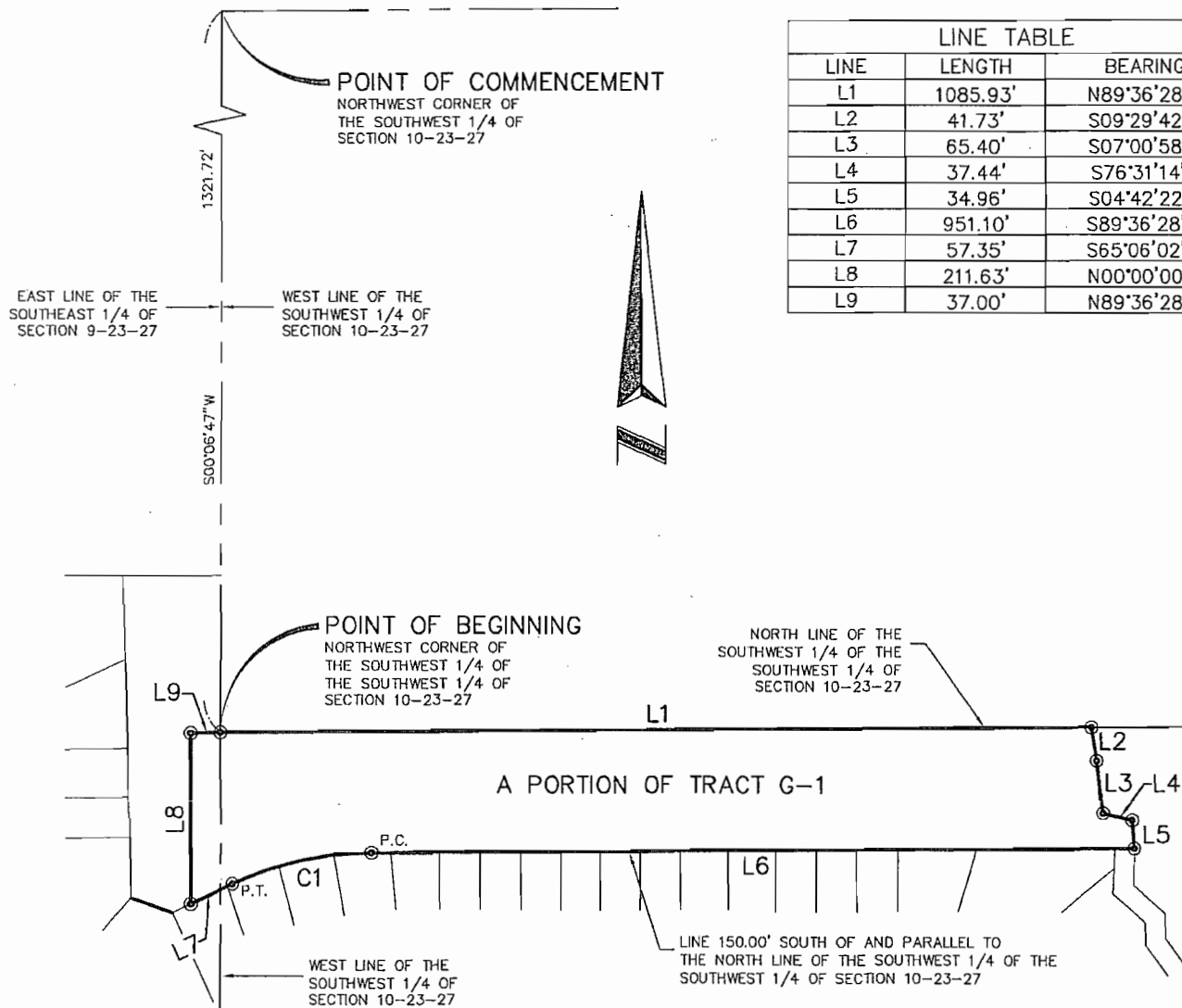
SK2
REV 6-7-12

SKETCH OF DESCRIPTION

SHEET 2 OF 2

A PORTION OF GREENBELT TRACT G-1

EXHIBIT "B"



LINE TABLE		
LINE	LENGTH	BEARING
L1	1085.93'	N89°36'28"E
L2	41.73'	S09°29'42"E
L3	65.40'	S07°00'58"E
L4	37.44'	S76°31'14"E
L5	34.96'	S04°42'22"E
L6	951.10'	S89°36'28"W
L7	57.35'	S65°06'02"W
L8	211.63'	N00°00'00"E
L9	37.00'	N89°36'28"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	420.00'	179.65'	178.28'	S77°21'15"W	24°30'26"



213 SOUTH DILLARD Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY:

© DENOTES CHANGE IN DIRECTION
R/W DENOTES RIGHT-OF-WAY
CL DENOTES CENTERLINE
P.C. DENOTES POINT OF CURVATURE
P.T. DENOTES POINT OF TANGENCY
P.R.C. DENOTES POINT OF REVERSE CURVATURE
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

SK2
REV 6-7-12

JOB NO. 20110152

DATE: 2-27-2012

SCALE: 1" = 200 FEET

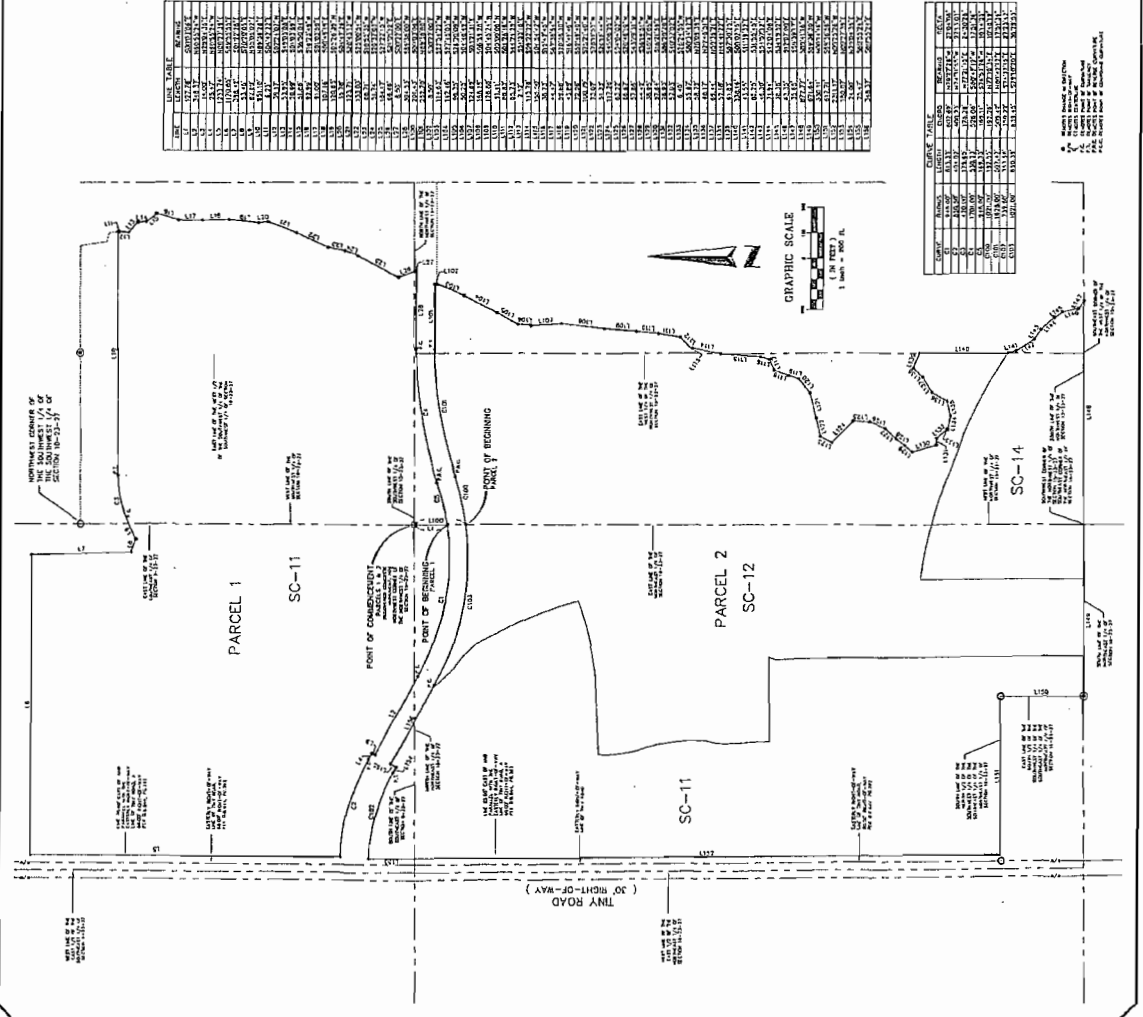
FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: EGT

EXHIBIT "C"
[RECEIVING PARCEL]

[illegible]

CURVE TABLE					
CURVE	LENGTH	AREA	PERCENT	PERCENT	PERCENT
1	1.00	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00	1.00
3	1.00	1.00	1.00	1.00	1.00
4	1.00	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00	1.00
10	1.00	1.00	1.00	1.00	1.00
11	1.00	1.00	1.00	1.00	1.00
12	1.00	1.00	1.00	1.00	1.00
13	1.00	1.00	1.00	1.00	1.00
14	1.00	1.00	1.00	1.00	1.00
15	1.00	1.00	1.00	1.00	1.00
16	1.00	1.00	1.00	1.00	1.00
17	1.00	1.00	1.00	1.00	1.00
18	1.00	1.00	1.00	1.00	1.00
19	1.00	1.00	1.00	1.00	1.00
20	1.00	1.00	1.00	1.00	1.00
21	1.00	1.00	1.00	1.00	1.00
22	1.00	1.00	1.00	1.00	1.00
23	1.00	1.00	1.00	1.00	1.00
24	1.00	1.00	1.00	1.00	1.00
25	1.00	1.00	1.00	1.00	1.00
26	1.00	1.00	1.00	1.00	1.00
27	1.00	1.00	1.00	1.00	1.00
28	1.00	1.00	1.00	1.00	1.00
29	1.00	1.00	1.00	1.00	1.00
30	1.00	1.00	1.00	1.00	1.00
31	1.00	1.00	1.00	1.00	1.00
32	1.00	1.00	1.00	1.00	1.00
33	1.00	1.00	1.00	1.00	1.00
34	1.00	1.00	1.00	1.00	1.00
35	1.00	1.00	1.00	1.00	1.00
36	1.00	1.00	1.00	1.00	1.00
37	1.00	1.00	1.00	1.00	1.00
38	1.00	1.00	1.00	1.00	1.00
39	1.00	1.00	1.00	1.00	1.00
40	1.00	1.00	1.00	1.00	1.00
41	1.00	1.00	1.00	1.00	1.00
42	1.00	1.00	1.00	1.00	1.00
43	1.00	1.00	1.00	1.00	1.00
44	1.00	1.00	1.00	1.00	1.00
45	1.00	1.00	1.00	1.00	1.00
46	1.00	1.00	1.00	1.00	1.00
47	1.00	1.00	1.00	1.00	1.00
48	1.00	1.00	1.00	1.00	1.00
49	1.00	1.00	1.00	1.00	1.00
50	1.00	1.00	1.00	1.00	1.00
51	1.00	1.00	1.00	1.00	1.00
52	1.00	1.00	1.00	1.00	1.00
53	1.00	1.00	1.00	1.00	1.00
54	1.00	1.00	1.00	1.00	1.00
55	1.00	1.00	1.00	1.00	1.00
56	1.00	1.00	1.00	1.00	1.00
57	1.00	1.00	1.00	1.00	1.00
58	1.00	1.00	1.00	1.00	1.00
59	1.00	1.00	1.00	1.00	1.00
60	1.00	1.00	1.00	1.00	1.00
61	1.00	1.00	1.00	1.00	1.00
62	1.00	1.00	1.00	1.00	1.00

B MATHS DESKTOP W/ EXERCISE
MATHS BOARD GAME
CARTON CLIPPING
EXERCISE POINT W/ ANSWER
V. MATHS POINT W/ ANSWER
E.C. MATHS POINT W/ ANSWER

LEGAL DESCRIPTION (Parent):

A parcel of land comprising portions of Sections 9, 10, 15 and 16, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

[illegible]

LEGAL DESCRIPTION (Parcel 2) :

[illegible]

Contains 110.85 acres more or less.

Customer's Notice

3. *Effect of low B group on soil*
At 4/11/64, 24.4% of the surface soil in the 10 cm top soil layer was covered with litter. At 11/11/64, 10.4% of the surface soil in the 10 cm top soil layer was covered with litter. At 1/12/64, 10.4% of the surface soil in the 10 cm top soil layer was covered with litter. At 1/12/64, 10.4% of the surface soil in the 10 cm top soil layer was covered with litter.


	ATHENA AGENCY COMPANY <small>Advertising • Public Relations • Video</small>	213 SOUTH DELAND STREET DELAND, FLORIDA 32701 (407) 241-1111 FAX (407) 241-1112	SKETCH OF DESCRIPTION OF SC-11, SC-12 AND SC-14 SECTIONS 9, 10, 15, 16 TOWNSHIP 20 SOUTH, RANGE 27 EAST ORANGE COUNTY, FLORIDA	FOR:	SEE THE ATTACHED MAPSHEET & 7312 PG.	JAMES L. MERRITT, P.E. & ASSOCIATES, INC. 1000 N. UNIVERSITY AVENUE & 7312 PG.	DATE:	DRAWN BY:	CHECKED BY:	SCALE:	NORTH:	SHEET 1 OF 1
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EXHIBIT C

LEGAL DESCRIPTION (Parcel 1):

A parcel of land comprising portions of Sections 9, 10, 15 and 16, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of aforesaid Section 15 thence run South 00°03'06" East along the West line of said Northwest 1/4 for a distance of 127.78 feet to a point on the proposed Northerly right-of-way line of a future Adequate Public Facilities roadway and the POINT OF BEGINNING, also being a point on a non tangent curve concave Northerly and having a radius of 948.00 feet, a chord bearing of North 79°27'28" West and a chord length of 602.69 feet; thence run Northwesterly along said curve through a central angle of 37°04'08" for an arc distance of 613.33 feet to a point of tangency; thence run North 60°55'24" West for a distance of 348.37 feet; thence run North 29°04'36" East for a distance of 14.00 feet; thence run North 60°55'24" West for a distance of 25.47 feet to a point of curvature of a curve concave Southerly and having a radius of 850.50 feet, a chord bearing of North 74°31'55" West and a chord length of 400.23 feet; thence run Northwesterly along said curve through a central angle of 27°13'03" for an arc distance of 404.02 feet to a point on a line parallel with and 30.00 feet East of the Easterly right-of-way line of Tiny Road, a 60.00 foot wide right-of-way per Deed Book 844, Page 262 of the Public Records of Orange County, Florida; thence departing aforesaid proposed Northerly right-of-way line run North 00°27'39" East along said parallel line for a distance of 1233.74 feet; thence departing said parallel line run South 89°55'55" East for a distance of 1170.85 feet; thence run South 01°22'28" East for a distance of 398.42 feet; thence run South 70°20'05" East for a distance of 53.46 feet; thence run North 65°06'02" East for a distance of 82.69 feet to a point of curvature of a curve concave Southerly and having a radius of 420.00 feet, a chord bearing of North 77°21'15" East and a chord length of 178.28 feet; thence run Northeasterly along said curve through a central angle of 24°30'26" for an arc distance of 179.65 feet to a point of tangency; thence run North 89°36'28" East for a distance of 951.10 feet; thence run South 04°42'22" East for a distance of 6.23 feet; thence run South 02°24'07" West for a distance of 39.17 feet; thence run South 49°05'08" East for a distance of 53.95 feet; thence run South 01°03'59" East for a distance of 29.99 feet; thence run South 36°50'04" East for a distance of 51.86 feet; thence run South 16°23'49" West for a distance of 92.99 feet; thence run South 01°03'59" East for a distance of 91.00 feet; thence run South 00°49'19" East for a distance of 107.16 feet; thence run South 05°26'39" West for a distance of 120.65 feet; thence run South 04°47'36" East for a distance of 35.78 feet; thence run South 20°43'13" West for a distance of 123.71 feet; thence run South 25°00'54" West for a distance of 133.03 feet; thence run South 10°55'35" West for a distance of 68.71 feet; thence run South 20°37'03" West for a distance of 51.74 feet; thence run South 27°22'15" West for a distance of 184.17 feet; thence run South 21°01'12" East for a distance of 66.66 feet; thence run South 00°22'00" East for a distance of 8.50 feet to a point on aforesaid proposed Northerly right-of-way line of a future Adequate Public Facilities roadway; thence run South 89°38'00" West along said proposed Northerly right-of-way line for a

EXHIBIT C

distance of 304.53 feet to a point of curvature of a curve concave Southerly and having a radius of 1701.00 feet, a chord bearing of South 80°42'12" West and a chord length of 528.08 feet; thence continuing along said proposed Northerly right-of-way line run Southwesterly along said curve through a central angle of 17°51'36" for an arc distance of 530.23 feet to a point of a point of reverse curvature of a curve concave Northerly and having a radius of 948.00 feet, a chord bearing of South 76°53'26" West and a chord length of 169.11 feet; thence run Southwesterly along said curve through a central angle of 10°14'03" for an arc distance of 169.33 feet to aforesaid POINT OF BEGINNING.

Contains 73.91 acres more or less.

LEGAL DESCRIPTION (Parcel 2):

A parcel of land comprising portions of Sections 9, 15 and 16, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of aforesaid Section 15 thence run South 00°03'06" East along the West line of said Northwest 1/4 for a distance of 201.43 feet to a point on the proposed Southerly right-of-way line of a future Adequate Public Facilities roadway and the POINT OF BEGINNING, also being a point on a non tangent curve concave Northerly and having a radius of 1021.00 feet, a chord bearing of North 77°10'34" East and a chord length of 192.26 feet; thence run Northeasterly along said curve through a central angle of 10°48'19" for an arc distance of 192.55 feet to a point of reverse curvature of a curve concave Southerly and having a radius of 1628.00 feet, a chord bearing of North 80°42'12" East and a chord length of 505.42 feet; thence run Northeasterly along said curve through a central angle of 17°51'36" for an arc distance of 507.47 feet to a point of tangency; thence run North 89°38'00" East for a distance of 252.70 feet; thence departing aforesaid proposed Southerly right-of-way line run South 00°22'00" East for a distance of 8.50 feet; thence run South 22°54'22" West for a distance of 114.63 feet; thence run South 27°45'03" West for a distance of 142.46 feet; thence run South 28°20'09" West for a distance of 96.35 feet; thence run South 04°48'49" West for a distance of 50.25 feet; thence run South 03°21'31" East for a distance of 124.69 feet; thence run South 06°59'28" West for a distance of 168.19 feet; thence run South 04°45'24" West for a distance of 128.88 feet; thence run South 05°00'06" West for a distance of 91.41 feet; thence run South 09°26'16" West for a distance of 88.83 feet; thence run South 44°24'29" West for a distance of 65.73 feet; thence run South 51°33'16" East for a distance of 2.12 feet; thence run South 09°22'22" West for a distance of 113.76 feet; thence run South 04°54'42" West for a distance of 155.50 feet; thence run South 15°42'45" West for a distance of 38.73 feet; thence run South 67°36'54" West for a distance of 44.47 feet; thence run South 20°38'30" West for a distance of 59.68 feet; thence run South 16°41'46" West for a distance of 43.89 feet; thence run South 52°49'40" West for a distance of 72.26 feet; thence run South 75°21'40" West for a distance of 100.79 feet; thence run South 78°11'53" West for a

EXHIBIT C

distance of 73.07 feet; thence run South 26°16'44" West for a distance of 51.33 feet; thence run South 45°06'25" East for a distance of 117.26 feet; thence run South 04°04'03" West for a distance of 63.22 feet; thence run South 20°46'19" West for a distance of 66.67 feet; thence run South 43°29'31" West for a distance of 57.86 feet; thence run South 36°19'51" West for a distance of 44.42 feet; thence run South 40°47'05" West for a distance of 38.95 feet; thence run South 16°21'59" East for a distance of 97.64 feet; thence run South 86°20'20" East for a distance of 26.93 feet; thence run South 40°32'02" East for a distance of 52.03 feet; thence run South 26°24'55" West for a distance of 6.40 feet; thence run South 80°34'47" East for a distance of 55.87 feet; thence run North 76°09'39" East for a distance of 58.72 feet; thence run North 29°46'51" East for a distance of 68.17 feet; thence run North 59°36'21" East for a distance of 69.44 feet; thence run North 44°41'22" East for a distance of 52.18 feet; thence run South 67°30'25" East for a distance of 61.83 feet to a point on the East line of the West 1/4 of the Northwest 1/4 of aforesaid Section 15; thence run South 00°02'15" East along said East line for a distance of 338.16 feet; thence departing said East line run South 11°39'32" East for a distance of 43.55 feet; thence run South 31°55'45" East for a distance of 85.25 feet; thence run South 54°57'12" East for a distance of 46.30 feet; thence run South 42°04'08" East for a distance of 71.94 feet; thence run South 34°19'52" East for a distance of 38.38 feet; thence run South 12°07'00" East for a distance of 63.35 feet; thence run South 58°39'17" East for a distance of 35.65 feet to a point on the South line of aforesaid Northwest 1/4 of Section 15; thence run South 89°41'18" West along said South line for a distance of 872.77 feet to the Southeast corner of the Northeast 1/4 of aforesaid Section 16; thence departing said South line of the Northwest 1/4 of Section 15 run South 89°36'30" West along the South line of said Northeast 1/4 of Section 16 for a distance of 671.64 feet to a point on the East line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 16; thence departing said South line run North 00°14'16" West along said East line for a distance of 330.11 feet to a point on the South line of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 16; thence departing said East line run South 89°36'56" West along said South line for a distance of 617.71 feet to a point on a line parallel with and 25.00 feet East of the Easterly right-of-way line of Tiny Road, a 60.00 foot wide right-of-way per Deed Book 844, Page 262 of the Public Records of Orange County, Florida; thence departing said South line run North 00°25'26" West along said parallel line for a distance of 2311.17 feet; thence continuing along said parallel line run North 00°27'39" East for a distance of 180.07 feet to a point on aforesaid proposed Southerly right-of-way line of a future Adequate Public Facilities roadway also being a point on a non tangent curve concave Southerly and having a radius of 739.50 feet, a chord bearing of South 74°37'15" East and a chord length of 350.22 feet; thence run Southeasterly along said proposed Southerly right-of-way line and said curve through a central angle of 27°% d23'42" for an arc distance of 353.58 feet to a point of tangency; thence run South 60°55'24" East for a distance of 25.47 feet; thence run North 29°04'36" East for a distance of 24.00 feet; thence run South 60°55'24" East for a distance of 348.37 feet to a point of curvature of a curve concave Northerly and having a radius of 1021.00 feet, a chord bearing of South 79°10'20" East and a chord length of 639.45 feet; thence run

EXHIBIT C

Southeasterly along said curve through a central angle of $36^{\circ}29'53''$ for an arc distance of 650.39 feet to aforesaid POINT OF BEGINNING.

Contains 110.95 acres more or less.

This instrument prepared by and after
Recording return to:
Grant T. Downing, Esquire
Godbold; Downing & Bill, P.A.
222 W. Comstock Ave., Suite 101
Winter Park, FL 32789

Tax Parcel ID No(s): 102327-0000-00-003; 152327-000-00-001; 09-23-27-0000-00-00007

**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR STILLWATER CROSSINGS AND CENTER BRIDGE PD PARCELS SC-11, SC-12,
SC-14, SC-15, and SC-16**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR STILLWATER CROSSINGS AND CENTER BRIDGE PD PARCELS SC-11, SC-12, SC-14, SC-15, and SC-16 (the "**Agreement**"), effective as of the latest date of execution (the "**Effective Date**") , is made and entered into by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose address in P.O. Box 1393, Orlando, Florida 32802-1393 ("**County**") and JEN Florida V, LLC, a Delaware limited liability company, whose address is 1750 W. Broadway Street, Suite 111, Oviedo, FL 32765 ("**Owner**").

RECITALS:

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

B. The PD Property is identified on the Orange County Comprehensive Plan 2010 (the "**Comprehensive Plan**") Future Land Use map with the "**Village**" land use designation.

C. The PD Property constitutes a portion of STILLWATER CROSSINGS AND CENTER BRIDGE PD as the same is described and depicted in the VILLAGE OF BRIDGEWATER Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the "**BCC**") on November 16, 2004 (the "**VILLAGE OF BRIDGEWATER SAP**"). This portion of the STILLWATER CROSSINGS AND CENTER BRIDGE PD PARCELS **SC-11, SC-12, SC-14, SC-15, and SC-16** was added to the PD on July 18, 2006 by the Board of County Commissioners of Orange County, Florida. This property was not originally included in the existing developer's agreement for STILLWATER CROSSINGS AND CENTER BRIDGE NEIGHBORHOOD PD dated July 27, 1999.

D. The PD Property is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive Policy Plan ("**CPP**") amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result of a public private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus building

process that was summarized in the Horizon West Study Report issued February 7, 1995. Subsequently the BCC funded and adopted the VILLAGE OF BRIDGEWATER Specific Area Plan as a model for development of Specific Area Plans. The STILLWATER CROSSINGS AND CENTER BRIDGE PD has relied on the prior approvals of the Horizon West Study and the VILLAGE OF BRIDGEWATER SAP, and on the STILLWATER CROSSINGS AND CENTER BRIDGE PD approvals and studies included in the SAP.

E. The VILLAGE OF BRIDGEWATER SAP contemplates certain residential uses within the PD Property.

F. OWNER desires to develop the PD Property in accordance with the Stillwater Crossings and Center Bridge Planned Development Land Use Plan ("**PD Land Use Plan**") submitted by OWNER TO COUNTY and with the PD zoning application on file with COUNTY.

G. The Village of Bridgewater SAP Goals, Objectives and Policies contained in the Future Land Use Element of the Comprehensive Plan have been implemented through Chapter 30, Article XIV of the Orange County Code ("**APF/TDR Ordinance**"), which were adopted by the BCC on May 20, 1997, and amended on March 23, 1999.

H. Division 2 of the APF/TDR Ordinance requires that OWNER either convey to COUNTY, or enter into a developer's agreement addressing the conveyance to the COUNTY of, adequate public facilities lands.

I. If OWNER is unable to convey sufficient adequate public facilities lands to COUNTY, the APF/TDR Ordinance at Section 30-712(3), requires that the COUNTY and OWNER address in the developer's agreement the payment or credit of an adequate public facility lands fee prior to COUNTY's approval of the STILLWATER CROSSINGS AND CENTER BRIDGE PD.

J. The parties have agreed that this Agreement constitutes the aforementioned developer's agreement referenced in Division 2 of the APF/TDR Ordinance.

K. It is the intent of the parties that the COUNTY will consider approval of STILLWATER CROSSINGS AND CENTER BRIDGE PD with its consideration of this Agreement.

L. The PD Property contains approximately 139.92 acres of net developable land, and Section 30-714 of the APF/TDR Ordinance requires 1 acre of public facilities acreage for every 6.5 acres of net developable land (the "**APF Ratio**").

M. When applied to the PD Property, the APF Ratio requires approximately 21.52 acres of public facilities lands.

N. As shown on the PD Land Use Plan for the STILLWATER CROSSINGS AND CENTER BRIDGE PD, and as described in this Agreement, OWNER is providing adequate public facilities land to the COUNTY.

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

AGREEMENT

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

2. Dedication of APF Land by Owner. The owner shall convey land for APF ("APF Land") as follows:

- | | | |
|-----|---|--------------------------|
| (a) | APF Road Right of Way
("APF Road ROW") | approximately 8.76 acres |
| (b) | Stormwater Management Facilities
(21.8% of APF Road ROW) | approximately 1.91 acres |

The APF Road ROW and Stormwater Management Facilities may collectively be referred to hereinafter as the APF Land.

3. APF Status. THE STILLWATER CROSSINGS AND CENTER BRIDGE PD APF Ratio requires that the Owner convey to the County approximately 21.52 acres of land. This agreement provides for conveyance of approximately 10.67 acres of APF Land (approximately 8.76 acres for APF ROW and approximately 1.91 acres for supporting Stormwater Management Facilities). Owner has acquired APF credits pursuant to the Assignment of APF Credits attached hereto as **Exhibit "C"** (the "**Assignment**"), which APF credits exist pursuant to Section 9.2 of the STILLWATER CROSSINGS AND CENTER BRIDGE NEIGHBORHOOD PD WITHIN THE VILLAGE OF BRIDGEWATER DEVELOPMENT AGREEMENT dated July 27, 1999. The conveyance of the APF Land referenced in Paragraph 2 above (10.67 acres) plus the assignment of the credits set forth in the Assignment satisfy the APF Ratio requirements. The APF Credits to be assigned pursuant to the Assignment shall be delivered to the County for cancellation on the appropriate records of the County as a condition of the first platting of the PD Property.

4. Conveyance Procedure. The conveyance of the APF Land shall be by plat dedication, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. Owner shall pay all costs associated with the conveyance of the APF Land, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the APF Land shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to Orange County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between

November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance; and

a) *Title Policy.* Thirty (30) days prior to conveyance, Owner shall deliver to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of the conveyance of the APF Land; and

b) *Environmental Audit.* Thirty (30) days prior to conveyance, Owner shall submit to County a current (within six (6) months of conveyance to County) Phase I environmental audit of the areas encompassed by the APF Land. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-05. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owner shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the APF Land, one of the following events shall occur: (i) Owner shall remediate the APF Land to County's satisfaction prior to the conveyance; or (ii) Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option; and

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

5. Refinement of Size and Location of APF Land. The size and location of all APF Land as depicted on the Master PD Land Use Plan is approximate; although the final size and location shall be substantially similar to that shown on the STILLWATER CROSSINGS AND CENTER BRIDGE PD Land Use Plan. The dimensions and locations for a particular component of the APF Land shall be finalized by County and Owner prior to County approval of the Preliminary Subdivision Plan or Development Plan ("PSP/DP") that includes the particular APF Road ROW, and shall be in full compliance with this Agreement. The County and the Owner agree that the legal descriptions used to convey the area of APF Land to County may be revised based upon final engineering.

6. Continuing Occupancy by Owner Prior to Use by County. Pursuant to Section 30-714(c), Orange County Code, Owner acknowledges and agrees that development on its applicable portion of the PD shall not proceed beyond five percent (5%) of an approved development plan prior to the conveyance of the APF Land to the County or, in the alternative, payment by Owner of the appropriate fee in lieu of conveyance as described in Section 30-714(d), Orange County Code. County acknowledges and agrees that from and after conveyance of the APF Land to County, but prior to use thereof by County for its intended purpose, Owner shall have the right, but not the obligation, to enter the conveyed APF Land in order to grade it and to import or export fill material in accordance with an approved grading permit and/or excavation fill permit. Further, Owner agrees to relinquish control of the APF Land to County

upon demand by County after sixty (60) days' notice. Until such demand by County, Owner may continue to use the APF Land in a manner not inconsistent with County's intended use. In the event that Owner opts to exercise any of such rights, County and Owner shall first enter into a mutually acceptable separate written agreement and/or lease for the purpose of more specifically evidencing the rights, duties and obligations of Owner and County as contemplated by this Section, which written agreement and/or lease may provide for, among other things (i) the continued occupation and use by Owner of the conveyed lands until the expiration or termination of such written agreement and/or lease, (ii) the method of termination of the written agreement and/or lease, and (iii) the right of Owner to continue use of such land in a manner not inconsistent with the County's intended use.

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

7. Recording. This Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within thirty (30) days after the Effective Date.

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

(a) Limitations on County's Remedies. Upon any failure by OWNER to perform its obligations under Agreement, COUNTY shall be limited strictly to only the following

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

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

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

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

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

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

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

11. Notices. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to

the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

COUNTY: Orange County, Florida, c/o County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407/836-7370

With copies to: Orange County Growth Management Department
Manager, Planning Division
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407/836-5600

Orange County Growth Management Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-8070
Telephone: 407/836-8070

OWNER: JEN Florida V, LLC
1750 W. Broadway Street
Suite 111
Oviedo, FL 32765
Telephone: 407/542-4909

With copies to: Grant T. Downing, Esquire
Godbold, Downing & Bill, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789
Telephone: 407/647-4418

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

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

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

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

16. Survival. The obligations of this Agreement shall survive the conveyance of the APF Land to COUNTY.

17. Amendments. No amendment, modification, or other change in this Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

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

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

20. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

JEN FLORIDA V, LLC, a Delaware
limited liability company
1750 W. Broadway Street
Suite 111
Oviedo, FL 32765

By: [Signature]
Print Name: Richard A. Jerman
Title: VP
Date: 5/23/12

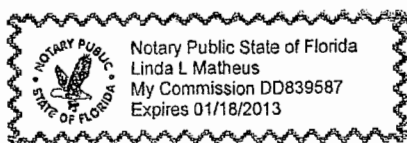
WITNESSES:

[Signature]
Print Name: Mary Iddins
[Signature]
Print Name: Tina Myers

STATE OF FLORIDA
COUNTY OF ORANGE Seminole

The foregoing instrument was acknowledged before me by Richard A. Jerman of Jen Florida V, LLC, who is known by me to be the person described herein and who executed the foregoing, this 23rd day of May, 2012. She/He is personally known to me or has produced [Signature] as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of May, 2012.



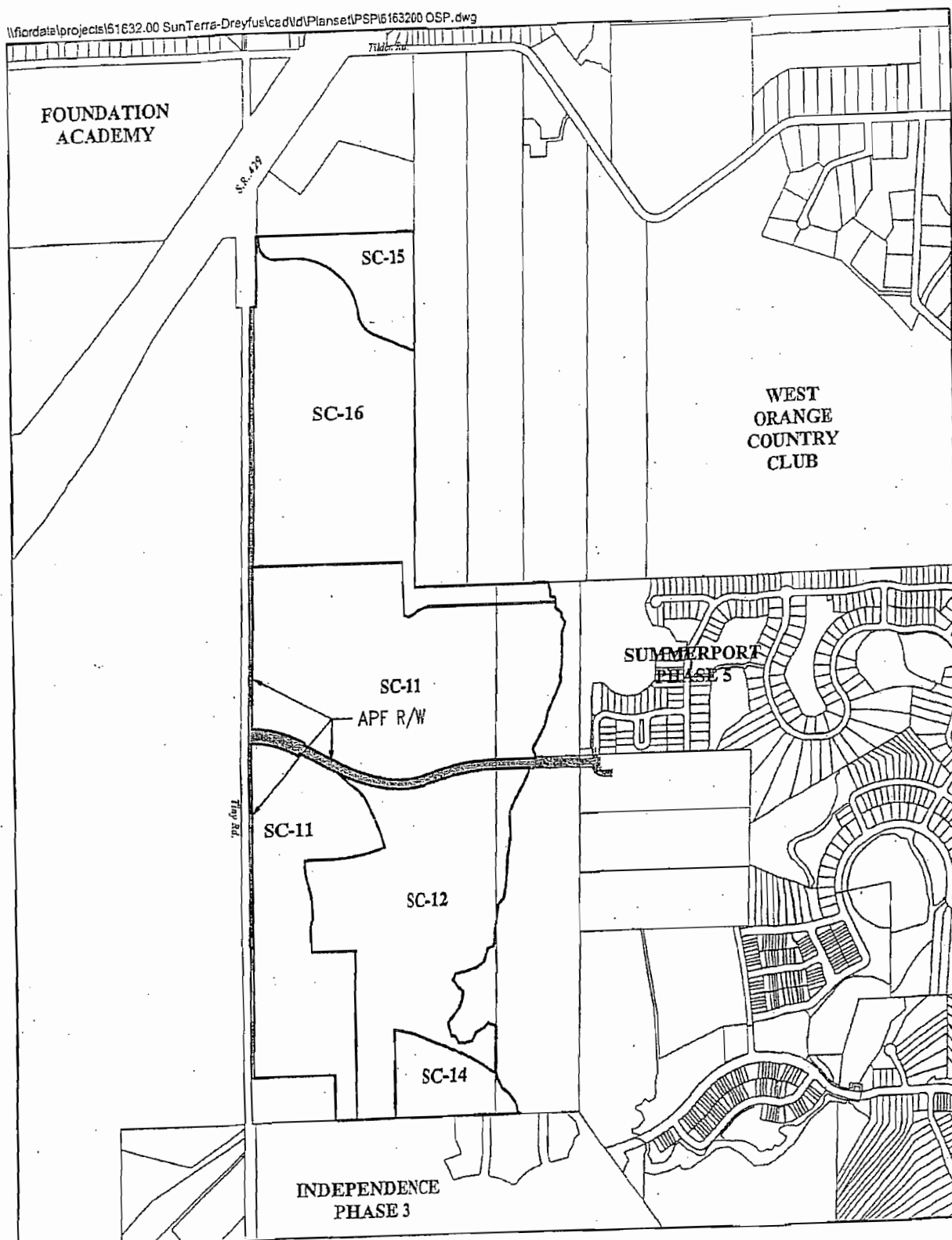
[Signature]
Notary Public

Print Name: LINDA MATHEUS

My Commission Expires: 01/18/2013

EXHIBIT "A"

[Project Location Map]



MillerSellen
225 E. Robinson Street, Suite 300
Orlando, Florida 32801 | 407.839.4006

Orchard Hills

Exhibit A

Project Location Map
March 8, 2012

0 500 1000 2000

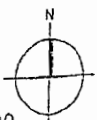


EXHIBIT "B"

[Legal Description]

(legals from title commitments for "Daniels" and "Dreyfus")

A parcel of land located in Sections 9, 10, 15 and 16, Township 23 South, Range 27 East, being the South three-quarters of the East quarter of Section 9, Township 23 South, Range 27 East (Less the West 30 feet for road Right-of-Way), and less Parcel 226 set forth in the Final Judgment recorded December 4, 2002 in Official Records Book 6691, Page 1391, Public Records of Orange County, Florida and the West half of the Southwest Quarter of the Southwest Quarter of Section 10, Township 23 South, Range 27 East, and the West Quarter of the Northeast Quarter of Section 15, Township 23 South, Range 27 East, and the East half of the Northeast Quarter of Section 16, Township 23 South, Range 27 East (Less the South half of the Southwest Quarter of Southwest Quarter of Northeast Quarter and Less West 30 feet for road Right-of-Way), all lying in Orange County, Florida, said parcel being more particularly described as follows:

Commence at the Northeast corner of said Section 9 at a point of reference, thence run South 00 degrees 03 minutes 07 seconds East, along the East line of said Section 9, a distance of 1332.44 feet to the Point of Beginning; thence continuing along said East line of Section 9, run South 00 degrees 03 minutes 07 seconds East, 1112.64 feet to the Southeast corner of the Northeast Quarter of said Section 9; thence run South 00 degrees 06 minutes 12 seconds West, along said East line of Section 9, a distance of 1321.76 feet to a point lying on the North line of the West one-half of the Southwest Quarter of the Southwest Quarter of said Section 10; thence run North 89 degrees 35 minutes 54 seconds East, along said North line of the West one-half of the Southwest Quarter of the Southwest Quarter of Section 10, a distance of 665.11 feet to a point lying on the East line of the West one-half of the Southwest Quarter of the Southwest Quarter of said Section 10; thence run South 00 degrees 02 minutes 04 seconds East, along said East line of the West one-half of the Southwest Quarter of the Southwest Quarter of Section 10, a distance of 1322.05 feet to the Northeast corner of the West Quarter of the Northeast Quarter of said Section 15; thence run South 00 degrees 01 minutes 27 seconds East, along the East line of said West Quarter of the Northeast Quarter of Section 15, a distance of 2641.06 feet to the Southeast corner of the West Quarter of the Northeast Quarter of said Section 15; thence run South 89 degrees 40 minutes 42 seconds West, along the South line of said Northeast Quarter of Section 15, a distance of 666.82 feet to the Southeast corner of the Northeast Quarter of said Section 16; thence run South 89 degrees 36 minutes 09 seconds West, along the South line of said Northeast Quarter of Section 16, a distance of 570.59 feet to a point lying on the East line of the South one-half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of said Section 16; thence run, along said East line and the North line of said South one-half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 16, the following courses: North 00 degrees 13 minutes 47 seconds West, 310.13 feet; South 89 degrees 36 minutes 33 seconds West, 641.79 feet to a point lying on the East Right-of-Way line of Tiny Road; thence run North 00 degrees 28 minutes 12 seconds West, along said East Right-of-Way line, 2311.25 feet; thence run North 00 degrees 24 minutes 30 seconds East, along said East Right-of-Way line, 3994.54 feet to a point lying on the North line of the South three-quarters of the East Quarter of said Section 9; thence run South 89 degrees 59 minutes 12 seconds East, along said North line of the South three-quarters of the East Quarter of Section 9, a distance of 1304.40 feet to the Point of Beginning.

Less and Except Parcel 226 set forth in the Final Judgment recorded December 4, 2002 in Official Records Book 6691, Page 139, Public Records of Orange County, Florida, described as follows:

A portion of the Northeast ¼ of Section 9, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 9; thence North 00 degrees 02 minutes 24 seconds West, along the East line of the Northeast 1/4 of said Section 9, a distance of 1332.42 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence South 89 degrees 55 minutes 14 seconds West, along the North line of the South 1/4 of said Section 9, a distance of 1254.51 feet to the Point of Beginning; thence departing said North line, run South 00 degrees 22 minutes 57 seconds West 521.43 feet; thence North 89 degrees 37 minutes 03 seconds West, 50.00 feet to the Easterly Right-of-Way line of Tey Road (as now established); thence North 00 degrees 22 minutes 57 seconds East, along said Easterly Right-of-Way line, a distance of 521.03 feet to the aforesaid North line of the South 1/4 of said Section 9; thence departing said easterly Right-of-Way line, run North 89 degrees 55 minutes 14 seconds East along said North line, a distance of 50.00 feet to the Point of Beginning.

LEGAL DESCRIPTION (as provided by client):

PARCEL 1

Agent File Number: Jan Fields V/ Conservation Vleaps F&E
Number: 2037-262873

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Orange, STATE OF FL. AND IS DESCRIBED AS FOLLOWS:

A PORTION OF LAND IN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 27 EAST AND SECTION 15, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 27 EAST THENCE NORTH 89°36'18" EAST ALONG THE NORTH LINE OF AFORESAID SECTION 15, A DISTANCE OF 668.30 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE NORTH 05°37'20" EAST ALONG THE EAST LINE OF WEST 1/2 OF SOUTHWEST 1/4 (SW1/4) OF SOUTHWEST 1/4 (SW1/4) OF AFORESAID SECTION 10, A DISTANCE OF 1,122.01 FEET; THENCE DEPARTING THE EAST LINE OF WEST 1/2 OF SW 1/4 OF SW 1/4 OF SECTION 10 NORTH 89°36'57" EAST, A DISTANCE OF 418.17 FEET; THENCE SOUTH 08°28'25" EAST, A DISTANCE OF 418.5 FEET; THENCE SOUTH 07°00'14" EAST, A DISTANCE OF 65.40 FEET; THENCE SOUTH 76°20'31" EAST, A DISTANCE OF 37.44 FEET; THENCE SOUTH 04°41'38" EAST, A DISTANCE OF 41.18 FEET; THENCE SOUTH 02°24'20" WEST, A DISTANCE OF 38.17 FEET; THENCE SOUTH 49°04'25" EAST, A DISTANCE OF 23.85 FEET; THENCE SOUTH 01°03'16" EAST, A DISTANCE OF 29.98 FEET; THENCE SOUTH 36°49'21" EAST, A DISTANCE OF 51.86 FEET; THENCE SOUTH 16°40'32" WEST, A DISTANCE OF 82.99 FEET; THENCE SOUTH 07°03'15" EAST, A DISTANCE OF 81.00 FEET; THENCE SOUTH 05°48'39" EAST, A DISTANCE OF 107.18 FEET; THENCE SOUTH 05°37'22" WEST, A DISTANCE OF 120.68 FEET; THENCE SOUTH 04°46'32" EAST, A DISTANCE OF 33.78 FEET; THENCE SOUTH 20°43'13" WEST, A DISTANCE OF 123.71 FEET; THENCE SOUTH 25°07'17" WEST, A DISTANCE OF 133.03 FEET; THENCE SOUTH 10°56'18" WEST, A DISTANCE OF 68.71 FEET; THENCE SOUTH 20°37'46" WEST, A DISTANCE OF 51.74 FEET; THENCE SOUTH 27°22'25" WEST, A DISTANCE OF 184.17 FEET; THENCE SOUTH 21°00'25" EAST, A DISTANCE OF 66.52 FEET TO A POINT ON THE NORTH LINE OF AFORESAID SECTION 15; THENCE NORTH 89°36'18" EAST ALONG SAID NORTH LINE, A DISTANCE OF 345.21 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°00'00" WEST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 18°36'18" WEST, A DISTANCE OF 287.38 FEET; THENCE SOUTH 22°55'05" WEST, A DISTANCE OF 114.78 FEET; THENCE SOUTH 27°45'48" WEST, A DISTANCE OF 142.48 FEET; THENCE SOUTH 26°02'22" WEST, A DISTANCE OF 68.25 FEET; THENCE SOUTH 04°00'31" WEST, A DISTANCE OF 50.25 FEET; THENCE SOUTH 07°20'48" EAST, A DISTANCE OF 124.88 FEET; THENCE SOUTH 07°00'14" WEST, A DISTANCE OF 166.18 FEET; THENCE SOUTH 04°46'32" WEST, A DISTANCE OF 128.83 FEET; THENCE SOUTH 05°00'48" WEST, A DISTANCE OF 81.41 FEET; THENCE SOUTH 07°00'14" WEST, A DISTANCE OF 68.83 FEET; THENCE SOUTH 44°25'12" WEST, A DISTANCE OF 52.73 FEET; THENCE SOUTH 51°22'33" EAST, A DISTANCE OF 2.12 FEET; THENCE SOUTH 07°20'48" WEST, A DISTANCE OF 111.78 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 1,211.58 FEET TO THE POINT OF BEGINNING.

The following legal description prepared by this surveyor describes the same property as above but has been adjusted to our besting basis and field measurements.

A parcel of land comprising portions of Sections 10 and 15, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of aforesaid Section 15 thence run North 89°36'00" East along the North line of the Northwest 1/4 of said Section 15 for a distance of 668.23 feet to the POINT OF BEGINNING; thence departing said North line run North 05°37'40" East along the East line of the West 1/2 of the Southwest 1/4 of aforesaid Section 10 for a distance of 1,122.01 feet; thence departing said East line run North 89°36'28" East for a distance of 418.29 feet; thence departing said North line run the following courses and distances: South 06°25'43" East for a distance of 41.73 feet; thence run South 07°00'55" East for a distance of 65.40 feet; thence run South 76°31'14" East for a distance of 37.44 feet; thence run South 04°42'22" East for a distance of 41.18 feet; thence run South 02°24'07" West for a distance of 38.17 feet; thence run South 49°03'55" East for a distance of 23.85 feet; thence run South 01°03'55" East for a distance of 29.98 feet; thence run South 36°49'21" East for a distance of 51.86 feet; thence run South 16°40'32" West for a distance of 82.99 feet; thence run South 07°03'55" East for a distance of 81.00 feet; thence run South 05°48'19" East for a distance of 107.18 feet; thence run South 05°37'15" West for a distance of 120.68 feet; thence run South 04°47'35" East for a distance of 33.78 feet; thence run South 20°43'13" West for a distance of 123.71 feet; thence run South 25°07'54" West for a distance of 133.03 feet; thence run South 10°56'18" West for a distance of 68.71 feet; thence run South 20°37'03" West for a distance of 51.74 feet; thence run South 27°22'15" West for a distance of 184.17 feet; thence run South 21°01'12" East for a distance of 66.52 feet to a point on the North line of the Northwest 1/4 of aforesaid Section 15; thence run North 89°36'00" East along said North line for a distance of 345.05 feet to the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 15; thence departing said North line run South 00°00'00" East along the East line of aforesaid Northwest 1/4 of the Northwest 1/4 of said Section 15, for a distance of 80.00 feet; thence departing said East line, run South 18°36'00" West parallel to and 80.00 feet South of aforesaid North line of the Northwest 1/4 of said Section 15, for a distance of 287.25 feet; thence departing said parallel line, run South 22°54'22" West for a distance of 114.83 feet; thence run South 27°45'11" West for a distance of 142.48 feet; thence run South 26°02'09" West for a distance of 68.25 feet; thence run South 04°46'49" West for a distance of 50.25 feet; thence run South 07°20'31" East for a distance of 124.88 feet; thence run South 07°00'28" West for a distance of 166.18 feet; thence run South 04°45'24" West for a distance of 128.83 feet; thence run South 05°00'06" West for a distance of 81.41 feet; thence run South 07°25'16" West for a distance of 68.83 feet; thence run South 44°24'20" West for a distance of 52.73 feet; thence run South 51°23'16" East for a distance of 2.12 feet; thence run South 07°22'22" West for a distance of 111.78 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 15; thence run North 00°00'15" West along said East line, for a distance of 1,211.58 feet to the Southwest corner of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of aforesaid Section 10 and the aforesaid POINT OF BEGINNING.

Containing 12.18 acres more or less.

AND

PARCEL 2

A parcel of land comprising a portion of Section 15, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of aforesaid Section 15 thence run South 00°00'00" East along the West line of the Northwest 1/4 of said Section 15 for a distance of 2540.38 feet to the Southwest corner of said Northwest 1/4 of Section 15; thence departing said West line thence run North 89°47'18" East along the South line of said Northwest 1/4 of Section 15 for a distance of 807.53 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 15, also being the POINT OF BEGINNING; thence departing said South line run North 00°00'15" West along said East line for a distance of 308.20 feet; thence departing said East line run South 11°29'22" East for a distance of 43.55 feet; thence run South 31°55'45" East for a distance of 25.25 feet; thence run South 54°57'15" East for a distance of 46.30 feet; thence run South 49°40'05" East for a distance of 71.64 feet; thence run South 34°18'53" East for a distance of 38.30 feet; thence run South 12°07'00" East for a distance of 63.23 feet; thence run South 55°39'17" East for a distance of 35.85 feet to a point on aforesaid West line of said Northwest 1/4 of Section 15; thence run South 87°47'48" West along said South

EXHIBIT "C"

ASSIGNMENT OF ADEQUATE PUBLIC FACILITIES CREDITS

ASSIGNMENT OF ADEQUATE PUBLIC FACILITIES CREDITS

THIS ASSIGNMENT OF ADEQUATE PUBLIC FACILITIES CREDITS ("Assignment") is executed and delivered as of this 24th day of February, 2012 (the "Effective Date"), by SUMMERPORT LAND COMPANY, INC., a Florida corporation ("Summerport"), and BRIDGEWATER PLANNING, LLC, a Florida limited liability company ("Bridgewater") (collectively, Summerport and Bridgewater are "Assignor"), to JEN FLORIDA V, LLC, a Delaware limited liability company ("JEN") (the "Assignee").

RECITALS:

This Assignment is executed and delivered by Assignor and Assignee on the basis of the following facts, intentions and understandings:

A. Assignor and Assignee have previously entered into that certain Agreement dated November 9, 2011 with respect to certain property located in the Village of Bridgewater, Orange County, Florida, and referred to therein as the Dreyfus Property (the "Property") (the "Agreement"); and

B. JEN has entered into a contract to purchase the Property and intends to develop the Property in accordance with that certain Stillwater Crossing and Center Bridge Neighborhood Development Agreement dated July 27, 1999 by and between Orange County, Florida ("County") and Bridgewater Development Company, Inc. ("Bridgewater Development") (the "Development Agreement"); and

C. SECTION 9.2 of the Development Agreement provides for the transfer or assignment of certain Adequate Public Facilities (as the term is defined in the County Adequate Public Facilities Ordinance) ("APF") credits which are associated with the Property by Bridgewater Development to another entity developing the Property, upon written notice to the County; and

D. Section 4 of the Agreement provides Assignee may use the APF credits referred to in Section 9.2 of the Development Agreement, which APF credits are now controlled by Assignor (and which will be more specifically identified herein); and

E. Assignor desires to assign all of its right, title and interest in and to the APF Credits to Assignee and to provide notice of such assignment to the County, on the following terms and conditions:

NOW, THEREFORE, in consideration of the purchase of the Property by Assignee from Assignor, Assignor hereby agrees as follows:

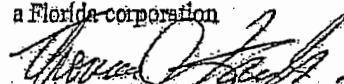
1. Recitals. The foregoing Recitals are true and correct and are incorporated herein.
2. Assignment and Conveyance. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the following APF credits associated with the Property as is more specifically set forth on Exhibit "A" attached hereto and made a part hereof ("APF Credits").
3. Assumption. Assignee hereby accepts such assignment and assumes all obligations of Assignor with respect to the APF Credits arising from and after the Effective Date.
4. Indemnity. Assignor shall indemnify, defend by counsel acceptable to Assignee, and hold harmless Assignee for, from and against any and all claims, loss, cost, liability and expense (including, without limitation, reasonable attorneys' fees and costs) arising out of or in connection with the APF Credits and arising from events which occurred before the Effective Date or occurring or existing prior to the Effective Date. Assignee shall indemnify, defend by counsel acceptable to Assignor, and hold harmless Assignor for, from and against any and all claims, loss, cost, liability and expense (including, without limitation, reasonable attorneys' fees and costs) arising out of or in connection with the APF Credits and arising from events which occur on or after the Effective Date.
5. Successors and Assigns. All of the terms, covenants and conditions set forth herein shall be binding upon Assignor and its successors and assigns and inure to the benefit of the Assignee and its successors and assigns.
6. Counterpart Signature. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute one and the same instrument.
7. Notice. This Assignment shall constitute written notice to the County under Section 9.2 of the Development Agreement with respect to transfer of the APF Credits.

SIGNATURES ON FOLLOWING PAGE

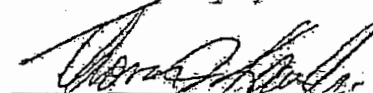
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

SUMMERPORT LAND COMPANY, INC.,
a Florida corporation


Print Name: Thomas J. Carr, Jr.

BRIDGEWATER PLANNING, LLC, a Florida
limited liability company


Print Name: Thomas J. Carr, Jr.

ASSIGNEE:

JEN FLORIDA V, LLC,
a Delaware limited liability company

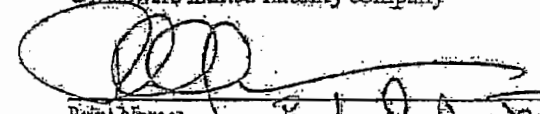

Print Name: Richard A. German

EXHIBIT "A"

10.85 acres of APF Credits assigned from the Total APF Acres Provided,
as listed in the Summary below.

Adequate Public Facilities (APF) Summary

PD Parcel I.D.	APF Type	Acres (1)	SC11, 12, 14, 15 & 16	PD Totals
CB5	Elementary School	15.00	0.00	15.00
SC3	Elementary School	13.50	0.00	13.50
Outside PD*	Middle School	32.00	0.00	32.00
CB7	Water Treatment Plant	2.00	0.00	2.00
CB11	Park	2.71	0.00	2.71
CB12	Park	4.72	0.00	4.72
CB13	Park	2.15	0.00	2.15
CB22	Park	2.69	0.00	2.69
CB23	Park	14.97	0.00	14.97
SC4	Park	5.50	0.00	5.50
SC7	Park	0.75	0.00	0.75
SC8	Park	1.90	0.00	1.90
N/A	Bike Trail	4.87	0.00	4.87
N/A	APF Road Right of Way	45.39	10.67	56.06
Total APF Acres Provided:		148.15	10.67	158.82
Required APF Ratio / Net Developable Acre:		6.5	6.5	6.5
Net Developable Acres in PD:		483.91	139.92	623.83
Total APF Acres Required:		74.45	21.52	95.97
Surplus/Shortage APF Acres:		73.70	-10.85	62.85
APF Credits Transferred out of PD**		-34.94	0.00	-34.94
Net Surplus/Shortage APF Acres:		38.76	-10.85	27.91

* Per Development Agreement

** OCNG Holdings, LLC (10.0 Ac.), Isles of Lake Hancock (7.94 Ac.) and Daryl M. Carter (17.0 Ac.)

(1) All other parcels within PD other than SC11, 12, 14, 15 & 16.

PUBLIC WORKS DEPARTMENT
PUBLIC HEARING REPORTS
JUNE 26, 2012

**DEVELOPMENT REVIEW COMMITTEE (DRC) APPEAL – EAGLE CREEK PLANNED
DEVELOPMENT / PHASE 1C AND 2A (VILLAGE E) / EAGLE CREEK SALES TRAILER
DEVELOPMENT PLAN – DISTRICT 4**

The Development Review Committee reviewed the Eagle Creek Planned Development / Phase 1C and 2A (Village E) / Eagle Creek Sales Trailer Development Plan on April 25, 2012. Staff recommends denial. Report attached.



Interoffice Memorandum

DATE: June 26, 2012

TO: Mayor Teresa Jacobs
- AND -
Board of County Commissioners (BCC)

FROM: John Smogor, Planning Administrator
Development Review Committee (DRC) Chairman

PLAN NUMBER: CDR-12-04-083

SUBJECT: **APPEAL OF A DEVELOPMENT REVIEW COMMITTEE
DECISION – EAGLE CREEK PLANNED DEVELOPMENT -
PHASE 1C AND 2A (VILLAGE E) - EAGLE CREEK SALES
TRAILER DEVELOPMENT PLAN**

COMMISSION DISTRICT: 4

This public hearing is to consider an appeal of the Development Review Committee's (DRC) decision on April 25, 2012, to deny the request to extend the expiration date of the sales trailer for two (2) years.

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 District 4 Commissioner's office.



Interoffice Memorandum

DATE: June 26, 2012

TO: Mayor Teresa Jacobs
- AND -
Board of County Commissioners (BCC)

FROM: John Smogor, Planning Administrator
Development Review Committee (DRC) Chairman

SUBJECT: **APPEAL OF A DEVELOPMENT REVIEW COMMITTEE
DECISION – EAGLE CREEK PLANNED DEVELOPMENT -
PHASE 1C AND 2A (VILLAGE E) - EAGLE CREEK SALES
TRAILER DEVELOPMENT PLAN**

COMMISSION DISTRICT: 4

1. REQUEST

This public hearing is to consider an appeal of the Development Review Committee's (DRC) decision on April 25, 2012, to deny a request to extend the expiration date of the sales trailer for two (2) years. The subject parcels is owned by Eagle Creek Development Corporation and is located at 10361 Delfry Circle, Orlando, Florida 32832 (parcels 29-24-31-2244-00-160 and 29-24-31-2244-00-170).

On January 27, 2010, the Development Review Committee approved the Eagle Creek PD-Phase 1C and 2A (Village E) Eagle Creek Sales Trailer Development Plan with a Condition of Approval # 3 that reads: "Approval shall be for a period of two (2) years or when ninety (90) percent of the subdivision is complete, whichever comes first."

On April 25, 2012, the applicant requested to extend the expiration date of the sales trailer permit for two 2 additional years and to allow the applicant to obtain a building permit for Building 3 (located south of the sales trailer). The permit for the sales trailer expired on February 18, 2012. Staff stated that pursuant to Section 38-79 (5)(b)(2) of Orange County Code, the temporary sales trailer is allowed for 2-years or 90% completion of the project, whichever comes first. The applicant stated that the existing unit on Lot 17 will continue to be used as a model home until the sales trailer is removed. Staff indicated that Lot 16 cannot be sold until the sales trailer is removed. Under Section 38-79(5)(b)(2), DRC does not have the authority to grant the 2-year extension requested; therefore it was the consensus of the DRC to deny this request.

2. RECOMMENDATION

It is the recommendation of the DRC to deny the request to extend the expiration date of the sales trailer for two (2) years.



RECEIVED

MAY 08 2012

May 3, 2012

PUBLIC WORKS
DRC OFFICE

VIA U.S. MAIL

Mr. John Smoger
Orange County Planning Division
201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32802-13

RE: CDR-12-04-083-District 4
Eagle Creek PD/Phase 1C and 2A PSP/PD
Extend Expiration of Sales Trailer/Building 3 Permit

Dear John,

Per your request, please accept this written correspondence as a request to appeal a decision made at the DRC meeting on Wednesday, April 25, 2012 regarding the Eagle Creek sales trailer. As you may be aware, Eagle Creek has entitlements for 2364 single family homes and 550 multifamily units. To date, sales are striving with 70 homes sold thus far in 2012 benefiting development in Orange County. To suspend our sales campaign at this time would be detrimental to the success of the community and the County. It is for this reason that we request the two year extension. The sales trailer is located adjacent to the clubhouse; therefore, no additional parking is needed to sustain our sales efforts

I appreciate all your efforts in helping us resolve this matter. If you have any questions or require additional information do not hesitate contacting me at (407) 834-9560 or via email at njgluckman@emerson-us.com.

Sincerely,

Nicholas Gluckman
Director of Development and Construction

cc: Eric Emerson
Kathryn Smith

EAGLE CREEK DEVELOPMENT CORPORATION
370 CenterPointe Circle, Suite 1136, Altamonte Springs, FL 32701
407-834-9560 • Fax 407-834-4023
A MEMBER OF THE EMERSON GROUP



AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) Eagle Creek Development Corporation, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, Eagle Creek Community, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Nicholas Gluckman, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Phase 1C - Village E, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 4.16.12

[Signature]
Signature of Property Owner

Nicholas Gluckman
Print Name Property Owner

Date: _____

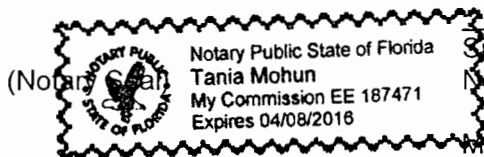
Signature of Property Owner

Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 16th day of April, 2012 by Nicholas Gluckman. He is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 16th day of April, in the year 2012.



[Signature]
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 4/8/2016

Legal Description(s) or Parcel Identification Number(s) are required:
PARCEL ID #: <u>29-24-31-2244-00-160</u>
LEGAL DESCRIPTION: <u>See attached document</u>

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This form should be completed in full and filed with all application submittals.

This form shall remain cumulative ** File any amendment with the department processing your application.

Part I

Please complete the following:

Name and Address of Principal or Principal's Authorized Agent: Nicholas Gluckman

370 Center Pointe Circle, Ste 1136, Altamonte Springs FL 32701

Name and Address of Lobbyist, consultants, contractors, if any: _____

Part II

Expenditures:

An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

The following is a complete list of all lobbying expenditures incurred by the principal or his/her authorized agent, his/her lobbyist, and/or his/her contractors, if applicable, expended in connection with the above-referenced project or issue:

Date of Expenditure	Name of Payee	Description of Expenditure	Amount Expended
			\$
			\$
			\$
			\$
			\$
			\$
			\$

If continued on a separate sheet, please check here _____

Total Expenditures this Report: \$ _____

Date of this Report: _____

Case # _____

(where applicable)

Part III

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further acknowledge and agree to comply with the requirement of section 2-354 of the Orange County code to amend this specific project expenditure report for any additional expenditure incurred related to this project prior to the scheduled Board of County Commissioner meeting. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

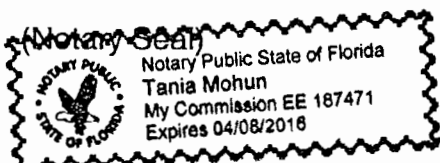
Date: 4/16/12

[Signature]
Signature of ☒ Principal or ☐ Principal's Authorized Agent*
(check appropriate box)

STATE OF FLORIDA :
COUNTY OF Orange :

I certify that on April 16, 2012, before me, Tania Mohun, an officer duly authorized by the State of Florida and in the county mentioned above, to take acknowledgements, personally appeared Nicholas Gluckman, (to me known to be the person) described in this instrument or to have produced _____, as evidence, and who has acknowledged before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the 16 day of April, in the year 2012.



[Signature]
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 4/8/2016

*If form is signed by the Principal's Authorized Agent, please attach the completed Agent Authorization form.

Case # _____
(where applicable)

OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE
COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

For
staff
use
only

Part I

INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:

Name: Eagle Creek Development Corporation

Business Address (Street/P.O. Box, City and Zip Code): 370 Centerpointe Circle

Ste 1136 Altamonte Springs, FL 32701

Business Phone (407) 273-0407

Facsimile (407) 273-0431

INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:

Name: _____

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone () _____

Facsimile () _____

INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:

(Agent Authorization Form also required to be attached)

Name: _____

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone () _____

Facsimile () _____

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

Part II

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A
RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ YES ___ ☒ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE
OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

___ YES ___ ☒ NO

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME
OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY
MEMBER OF THE BCC? (When responding to this question please consider all
consultants, attorneys, contractors/subcontractors and any other persons who may have
been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with
obtaining approval of this item.)**

___ YES ___ ☒ NO

If you responded "YES" to any of the above questions, please state with whom and
explain the relationship:

(Use additional sheets of paper if necessary)

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

Part III**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

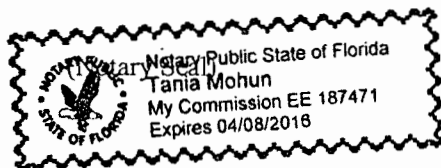
Nicholas Gluckman
 Signature of ☒ Owner, ☐ Contract Purchaser
 or ☐ Authorized Agent

Date: 4.16.12Print Name and Title of Person completing this form: Nicholas Gluckman, Owner

STATE OF FLORIDA :
 COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 16 day of April, 2012 by Nicholas Gluckman. He/~~she~~ is personally known to me or has produced _____ as identification and did/did not take an oath.

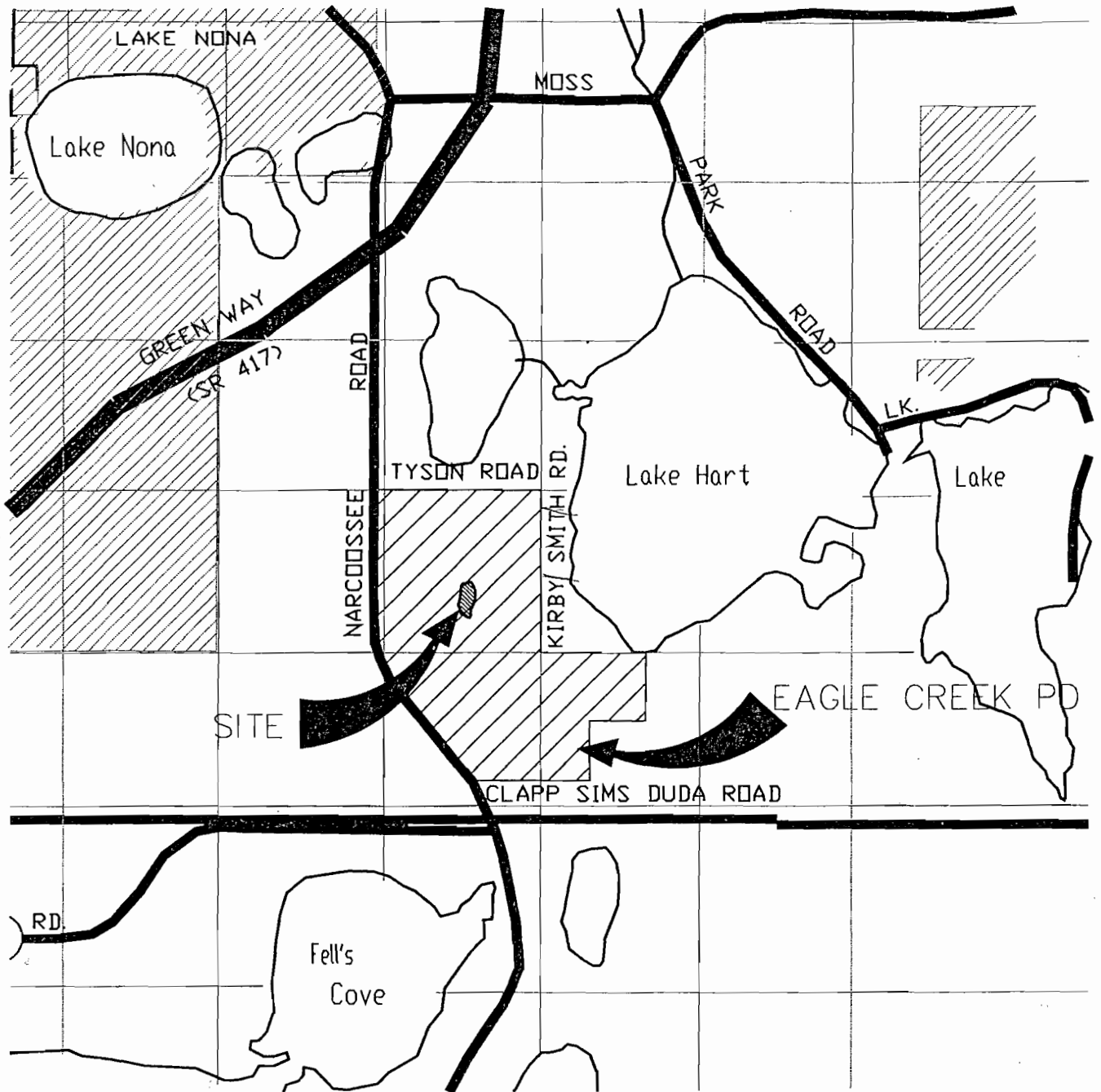
Witness my hand and official seal in the county and state stated above on the 16th day of April, in the year 2012.



Tania Mohun
 Signature of Notary Public
 Notary Public for the State of Florida
 My Commission Expires:
4/8/2016

Staff signature and date of receipt of form

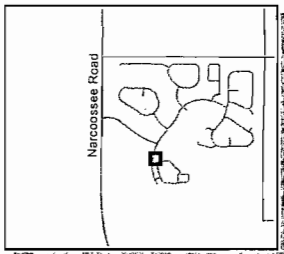
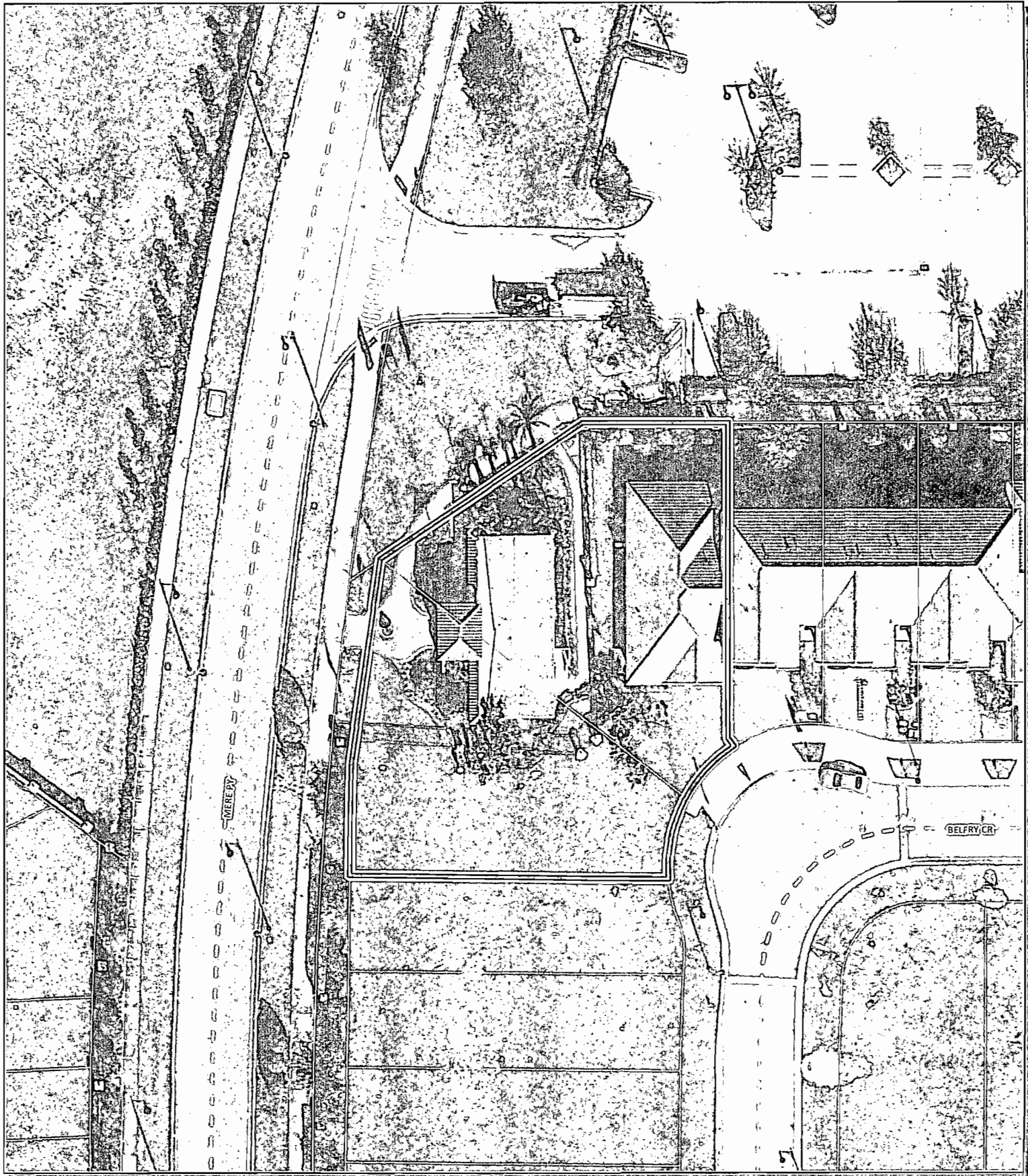
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein



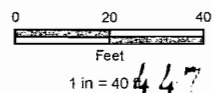
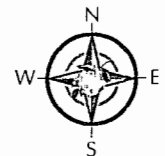
2 VICINITY MAP

1 SCALE: N.T.S.





**Appeal of a DRC Decision -
Eagle Creek PD - Phase 1C and 2A (Village E)
Eagle Creek Sales Trailer Development Plan**



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