



AGENDA

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

TUESDAY, FEBRUARY 7, 2017

MEETING STARTS AT 9:00 a.m.

- Invocation – Mayor
- Pledge of Allegiance
- Presentation of a resolution recognizing Secretary Noranne Downs
- Presentation of proclamation recognizing February as Black History Month
- Public Comment*

I. CONSENT AGENDA

A. COUNTY COMPTROLLER

1. Approval of the minutes of the December 20, 2016 and January 10, 2017 meetings of the Board of County Commissioners. **(Clerk's Office) Page 16**
2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same have not been drawn on overexpended accounts. **(Finance/Accounting) Page 16**
3. Disposition of Tangible Personal Property as follows: **(Property Accounting) Page 16-17**
 - a. Dispose of assets totaled by our Third Party Administrator for their salvage value.
 - b. Scrap assets.
 - c. Recycle assets.

CONTINUED

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

TUESDAY, FEBRUARY 7, 2017

I. CONSENT AGENDA (Continued)

B. COUNTY ADMINISTRATOR

1. Appointment of Pam Gould to the Community Action Board in the Orange County School Board representative category with a term expiring December 31, 2020. **(Agenda Development Office) Page 18**
2. Confirmation of the reappointment to the Membership and Mission Review Board of Brian K. Fenn as the District 3 representative with a term expiring December 31, 2018. **(Agenda Development Office) Page 19**
3. Confirmation of the reappointment to the Planning and Zoning Commission of Tina Demostene as the District 3 representative with a term expiring December 31, 2018. **(Agenda Development Office) Page 20**
4. Confirmation of the reappointment of Gregory A. Jackson to the Board of Zoning Adjustment as the District 2 representative with a term expiring December 31, 2018. **(Agenda Development Office) Page 21**
5. Approval of the Membership and Mission Review Board's recommendations for advisory board appointments and reappointments: **(Agenda Development Office) Page 22-23**
 - A. **Agricultural Advisory Board:** Appointment of Gregory S. Eisenberg to succeed Alexander H. Smith in the at large representative category with a term expiring December 31, 2018. **Page 24-25**
 - B. **Animal Services Advisory Board:** Reappointment of Deputy Michael Holt in the Orange County Sheriff's Office representative category; Jeff Loeffert and Frayda R. Morris in the at large representative category; and Paul L. Wean in the attorney representative category with terms expiring December 31, 2018. **Page 26-27**
 - C. **Animal Services Classification Committee:** Reappointment of Robert L. Clark and Justin T. Duff in the at large representative category; and the appointment of Kathy Burns to succeed Diane Anderson in the Pet Alliance of Greater Orlando representative category, Christine Cavagnaro loria to succeed Susan Collins in the alternate representative category, and Dr. Deidre O'Malley to succeed Dr. Nanette Parratto-Wagner in the veterinarian representative category with terms expiring December 31, 2018. **Page 28-29**
 - D. **Children and Family Services Board:** Reappointment of Karen E. Climer and Laini R. Schultz and the appointment of Gary E. Smith to succeed Mark T. Christensen, Glenton Gilzean to succeed Wanda W. Brewer, and David E. Washington to succeed Leah B. Shepherd in the at large representative category with terms expiring December 31, 2018. **Page 30-32**

CONTINUED

TUESDAY, FEBRUARY 7, 2017

I. CONSENT AGENDA (Continued)

B. COUNTY ADMINISTRATOR (Continued)

5. Approval of the Membership and Mission Review Board's recommendations for advisory board appointments and reappointments: (Continued) **(Agenda Development Office) Page 22-23**
 - E. **Citizens' Review Panel for Human Services:** Reappointment of Aquasia U. Johnson McDowell in the at large representative category and Beverly Jackson in the physically challenged representative category with terms expiring December 31, 2019. **Page 33-34**
 - F. **Disability Advisory Board:** Appointment of Marcelino Rivera to succeed Reinaldo Vazquez in the at large representative category with a term expiring June 30, 2017 and Eric D. Shelton to succeed Christopher M. Rodman in the at large representative category with a term expiring June 30, 2018. **Page 35-36**
 - G. **Fire and Life Safety Code Board of Adjustments and Appeals:** Reappointment of Frank L. Chaput in the fire alarm contractor representative category with a term expiring December 31, 2019. **Page 37-38**
 - H. **Neighborhood Grants Advisory Board:** Appointment of Charlotte White to succeed Lyndon Carter in the district two representative category with a term expiring June 30, 2017. **Page 39-40**
 - I. **Nuisance Abatement Board:** Reappointment of Jeffrey R. DeFelice and the appointment of Nicole C. Soltau-Woods to succeed Don S. Mitchell in the at large representative category with terms expiring January 1, 2019 and the appointment of Michael Kulich to succeed Re'Chard D. McCoy, Shayla M.J. Mount to succeed Donald L. Pittman, and Robin D. Harris to succeed Jesse A. Hill in the at large representative category with terms expiring January 1, 2018. **Page 41-43**
 - J. **Orange Blossom Trail Development Board:** Reappointment of Tasha M. Golis, Demetrius A. Summerville, Richard A. Fender, and Emmett O'Dell in the Orange County representative category with terms expiring January 14, 2021. **Page 44-45**
 - K. **Public Works Advisory Board:** Appointment of J. Martin Sullivan to succeed Daniel C. Stanfill in the geotechnical discipline representative category with a term expiring June 30, 2018. **Page 46-47**
6. Approval of budget amendment #17-25. **(Office of Management and Budget) Page 48-49**

CONTINUED

TUESDAY, FEBRUARY 7, 2017

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT

1. Approval to award Invitation for Bids Y17-153-MV, Polygraph Services, to the sole responsive and responsible bidder, D. Craig Harper and Associates, LLC. The estimated contract award amount is \$498,825 for a 3-year term. ([Office of Accountability Risk Management Division and Office of Professional Standards] **Procurement Division) Page 50-53**
2. Approval to award Invitation for Bids Y17-726-CC, Animal Services – Building 500 HVAC and Building Renovation, to the low responsive and responsible bidder, Axios Construction Services, LLC. The total contract award amount is \$377,672. ([Administrative Services Department Capital Projects Division] **Procurement Division) Page 54-57**
3. Approval of Amendment No. 1, Contract Y15-160-ZM, HIV/AIDS Data System, with Groupware Technologies, Inc. in the amount of \$182,560 for a revised contract amount of \$776,160. ([Health Services Department Division] **Procurement Division) Page 58-59**
4. Approval of Purchase Order M82650, Closed-Circuit Television (CCTV) Inspection Vehicle to Elxsi Corp dba Cues, Inc., in the amount of \$389,400. ([Utilities Department Field Services Division] **Procurement Division) Page 60**
5. Selection of Aspire Health Partners, Inc. to provide Peer Support, Family Counseling and Healthcare Navigation, Request for Proposals Y17-131-LC for a 1-year term. ([Court Administration Ninth Judicial Circuit Drug Court Division] **Procurement Division) Page 61-64**
6. Approval and execution of Lease between G&C OC Investors, LLC and Orange County and delegation of authority to the Real Estate Management Division to exercise renewal options if necessary, for office space for Saratoga Building – Wraparound Orange, 3165 McCrory Place, Suite 122, Orlando, Florida 32803. District 5. (**Real Estate Management Division) Page 65-66**
7. Approval of Warranty Deed from Zanzibar Properties, LLC to Orange County and authorization to perform all actions necessary and incidental to closing for Zanzibar PD (APF Agreement). District 1. (**Real Estate Management Division) Page 67-68**
8. Approval of Utility Easement and Temporary Access and Utility Easement between Arbours At Crown Point, LLC and Orange County and Subordination of Encumbrances to Property Rights to Orange County from P/R Mortgage & Investment Corp. and U.S. Department of Housing and Urban Development and authorization to record instruments for Arbours At Crown Point Permit: 14-U-107 OCU File #: 79626. District 2. (**Real Estate Management Division) Page 69-70**

CONTINUED

TUESDAY, FEBRUARY 7, 2017

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

9. Approval of Utility Easement between Sanando La Tierra Internacional, Inc. Assemblies of God f/k/a Sanando La Tierra Internacional, Inc. f/k/a Casa De Adoracion Sanando La Tierra, Inc. and Orange County, Subordination of Encumbrance to Property Rights to Orange County from Goldstar Trust Company, as Trustee for the benefit of the Bondholders of Sanando La Tierra Internacional, Inc. Assemblies of God and Happy State Bank d/b/a Goldstar Trust Company, as Trustee for the benefit of the Bondholders of Sanando La Tierra Internacional, Inc. Assemblies of God and authorization to record instruments for Sanando La Tierra International Assemblies of God OCU Permit: B15902990 OCU File #: 82529. District 5. **(Real Estate Management Division) Page 71-72**

D. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Approval and execution of Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. All Districts. **(Code Enforcement Division) Page 73-75**
- | | | | | |
|------------|------------|------------|------------|------------|
| LC 16-1058 | LC 16-1206 | LC 17-0093 | LC 16-1218 | LC 17-0107 |
| LC 16-1152 | LC 16-1226 | LC 17-0146 | LC 17-0020 | LC 17-0110 |
| LC 16-0488 | LC 17-0042 | LC 17-0147 | LC 17-0061 | LC 17-0113 |
| LC 16-1042 | LC 17-0132 | LC 17-0179 | LC 17-0090 | LC 17-0125 |
| LC 16-1102 | LC 17-0143 | LC 16-0861 | LC 17-0092 | LC 17-0127 |
| LC 16-1123 | LC 17-0145 | LC 16-1076 | LC 17-0097 | LC 17-0198 |
| LC 16-1184 | LC 17-0233 | LC 16-1158 | LC 17-0104 | LC 17-0201 |
| LC 16-1219 | LC 16-1229 | LC 16-1215 | LC 17-0106 | LC 17-0202 |
2. Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID No. 06-22-31-0000-00-073 by and between H. Richard Huff and Carol B. Huff and Orange County. District 5. **(Environmental Protection Division) Page 76-81**
3. Approval and execution of Agreements between Orange County, Florida and nonprofit agencies utilizing The Community Development Block Grant Program under Orange County's 2016-2017 Action Plan. All Districts. **(Housing and Community Development Division) Page 82-83**

CONTINUED

TUESDAY, FEBRUARY 7, 2017

I. CONSENT AGENDA (Continued)

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

4. **Note: This item will be pulled to be heard with Public Hearing B. 2.**
Approval and execution of Proportionate Share Agreement for Reams Road Property PD Reams Road: From Center Drive to Taborfield Avenue by and between Mattamy Orlando LLC and Orange County for a proportionate share payment in the amount of \$183,288. District 1. **(Roadway Agreement Committee) Page 84-99**
5. Approval and execution of Memorandum of Agreement Orange County, Florida and the State of Florida, Department of Transportation (UCF Area Pedestrian Safety Study). District 5. **(Transportation Planning Division) Page 100-108**

E. FAMILY SERVICES DEPARTMENT

1. Approval and execution of Florida Department of Children and Families Application for a License to Operate a Child Care Facility at East Orange Head Start. This application is only executed by Orange County. **(Head Start Division) Page 109-113**
2. Approval and execution of Florida Department of Children and Families Application for a License to Operate a Child Care Facility at Lila Mitchell Head Start. This application is only executed by Orange County. **(Head Start Division) Page 114-118**
3. Receipt and filing of Head Start Policy Council Program Information and Updates December 2016 and Head Start Policy Council Meeting Minutes November 17, 2016 for the official county record. **(Head Start Division) Page 119-160**
4. Approval of February 2017 Neighborhood Pride Entranceway Grants as recommended by the Neighborhood Grants Advisory Board for Tuscany Ridge HOA (\$3,700) and Lake Heiniger Estates HOA (\$3,500). Districts 1 and 2. **(Neighborhood Preservation and Revitalization Division) Page 161-164**
5. Approval of February 2017 Neighborhood Pride Landscaping Grant as recommended by the Neighborhood Grants Advisory Board for Deer Lake Run HOA (\$2,000). District 2. **(Neighborhood Preservation and Revitalization Division) Page 165-167**
6. Approval of February 2017 Neighborhood Pride Wall Repair Grants as recommended by the Neighborhood Grants Advisory Board for Magnolia Lakes Neighborhood (\$5,000) and Spring Village Neighborhood (\$15,000). Districts 2 and 3. **(Neighborhood Preservation and Revitalization Division) Page 168-172**

CONTINUED

TUESDAY, FEBRUARY 7, 2017

I. CONSENT AGENDA (Continued)

F. FIRE RESCUE DEPARTMENT

1. Approval and execution of Hurricane Matthew Disaster Declaration (FEMA-4283-DR-FL) Federally Funded Public Assistance State Agreement Contract Number: 17-PA-U5-06-58-02-178 between the State of Florida, Division of Emergency Management and Orange County. **(Office of Emergency Management) Page 173-212**

G. HEALTH SERVICES DEPARTMENT

1. Approval and execution of the renewal Paratransit Services License for BeSafe Transportation, LLC to provide wheelchair/stretchers service. The term of this License is from February 1, 2017 through February 1, 2019. There is no cost to the County. **(EMS Office of the Medical Director) Page 213-217**
2. Approval and execution of the renewal Paratransit Services License for Central Med Transportation, LLC to provide wheelchair/stretchers service. The term of this License is from February 1, 2017 through February 1, 2019. There is no cost to the County. **(EMS Office of the Medical Director) Page 218-221**
3. Approval and execution of the renewal Paratransit Services License for Florida Hospital Waterman Special Transport to provide wheelchair/stretchers service. The term of this License is from February 1, 2017 through February 1, 2019. There is no cost to the County. **(EMS Office of the Medical Director) Page 222-225**
4. Approval to accept the 2016 Paul Coverdell Forensic Sciences Improvement Grant in the amount of \$3,462.15 from the Florida Department of Law Enforcement/National Institute of Justice (NIJ) for the grant period January 1, 2017 through December 31, 2017, and approval for the Mayor, or her designee, to sign future amendments to this grant. No county match is required. **(Medical Examiner) Page 226-228**

CONTINUED

TUESDAY, FEBRUARY 7, 2017

I. CONSENT AGENDA (Continued)

H. PUBLIC WORKS DEPARTMENT

1. Approval and execution of (1) (FPN Number 430225-6-58-01) Resolution of the Orange County Board of County Commissioners regarding the Local Agency Program Agreement with the State of Florida Department of Transportation concerning the Shingle Creek Trail (Destination Parkway to Sand Lake Road) Project and (2) State of Florida Department of Transportation Local Agency Program Agreement between the State of Florida Department of Transportation and Orange County FPN: 430225-6-58-01. District 6. **(Transportation Planning Division) Page 229-254**
2. Approval to construct speed humps on Macon Parkway and Majestic Street. District 5. **(Traffic Engineering Division) Page 255-257**
3. Approval and execution of Interlocal Agreement between Orange County, Florida and City of Orlando, Florida regarding transfer of jurisdiction of Virginia Drive from North Orange Avenue to Ferris Avenue; and approval and execution of the County Deed to the City of Orlando. District 5. **Page 258-279**

CONTINUED

TUESDAY, FEBRUARY 7, 2017

II. INFORMATIONAL ITEMS**

A. COUNTY COMPTROLLER

1. Receipt of the following items to file for the record: **(Clerk's Office)**
Page 280
 - a. Audit Report No. 461 – Audit of the Air Pollution Control Trust Fund Fiscal Year 2015-2016

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

CONTINUED

TUESDAY, FEBRUARY 7, 2017

III. DISCUSSION AGENDA

A. OFFICE OF REGIONAL MOBILITY

1. LYNX update. All Districts. **Page 281**
2. MetroPlan Orlando Board Meeting Briefing. All Districts. **Page 282**

B. COUNTY ADMINISTRATOR

1. Appointments to the Orange County Canvassing Board. **Page 283**

C. COUNTY MAYOR

1. Open Discussion on issues of interest to the Board. **Page 284-287**

CONTINUED

TUESDAY, FEBRUARY 7, 2017

IV. WORK SESSION AGENDA

A. COUNTY ATTORNEY

1. Ordinance for Petition Gatherer Badge Requirement. **Page 288**
2. Sunshine Law. **Page 289**

B. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Comprehensive Planning and Land Development Process. All Districts.
(Community, Environmental and Development Services Department)
Page 290

RECESS

TUESDAY, FEBRUARY 7, 2017

MEETING STARTS AT 2:00 p.m.

III. DISCUSSION AGENDA (Continued)

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

B. COUNTY ADMINISTRATOR (Continued)

2. Reappointment of Marucci Guzmán as an Orange County representative on the Library Board of Trustees with a term effective February 7, 2017 and expiring December 31, 2020 or appointment of an individual to succeed her. **(Agenda Development Office) Page 291-293**

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

3. Appointment of an Orange County representative to the Library Board of Trustees with a term effective February 7, 2017 and expiring December 31, 2020;
-and-
Appointment of Wilbert Vancol to the Library Board of Trustees as a City of Orlando representative with a term effective February 7, 2017 and expiring December 31, 2017;
-and-
Approval of the January 5, July 18, September 12, and September 20, 2016 meeting minutes of the Library District Governing Board. **(Agenda Development Office) Page 294-301**

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

CONTINUED

TUESDAY, FEBRUARY 7, 2017

V. RECOMMENDATIONS

January 19, 2017 Planning and Zoning Commission Recommendations

CONTINUED

TUESDAY, FEBRUARY 7, 2017

VI. PUBLIC HEARINGS

Public hearings scheduled for 2:00 p.m.

A. Conservation Area Impact

- 1.✓ Applicant: Mattamy Orlando, LLC, permit (CAI-15-10-035); District 1

B. Substantial Change

- 2.✓ Applicant: Marc D. Stehli, Poulos and Bennett, LLC, Reams Road Property Planned Development/Land Use Plan (PD/LUP), Case # CDR-16-09-329, amend plan; District 1

C. Preliminary Subdivision Plan

- 3.✓ Applicant: Marc D. Stehli, Poulos & Bennett, LLC, Reams Road Property Planned Development (PD)/Reams Road Property Preliminary Subdivision Plan (PSP), Case # PSP 15-10-300; District 1
- 4.✓ Applicant: Scott Gentry, Kelly, Collins & Gentry, Inc., Hamlin PD - UNP/ RW-2 Hamlin SEC Commercial Preliminary Subdivision Plan/ Development Plan – Case # PSP-16-08-298; District 1

B. Substantial Change (Continued)

- 5.✓ Applicant: Christina Baxter, Poulos & Bennett, LLC, Moss Park PD/ Western Portion of Parcel N Preliminary Subdivision Plan – Substantial Change, Case # CDR-16-09-324, amend 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.

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

CONTINUED

TUESDAY, FEBRUARY 7, 2017

VI. PUBLIC HEARINGS (Continued)

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

D. Planning and Zoning Commission Board-Called

- 6.✓ Applicant: Kelly Miller Levine, Conventional Rezoning Case # RZ-16-07-019, July 21, 2016; District 3 (Continued from December 13, 2016)

E. Ordinance

7. Repealing the Convention Plaza District (CPD) Overlay Zone, codified at Division 4.5 of Article VII of Chapter 38, Section 38-860 through Section 38-875 of the Orange County Code and Creating an I-Drive District Overlay Zone at Division 4.5 of Article VII of Chapter 38 Orange County Code - 2nd hearing (1st hearing December 13, 2016)

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

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

* * *

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

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

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

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

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



OFFICE OF THE COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

**Phil Diamond, 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, February 7, 2017

COUNTY COMPTROLLER

Items Requiring Consent Approval

1. Approval of the minutes of the December 20, 2016 and January 10, 2017 meetings of the Board of County Commissioners. Official Meeting Minutes are available in the Clerk's Office and on the Comptroller's Insite page located at occompt.legistar.com.
2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same have not been drawn on overexpended accounts. Signature authorization and accompanying detail of most recently disbursed County funds are available in the Clerk's Office and on the Comptroller's web site.
3. Disposition of Tangible Personal Property

Approval is requested of the following:

- a. Dispose of assets totaled by our Third Party Administrator for their salvage value.
- b. Scrap assets.
- c. Recycle assets.

Department/Office last using equipment	Asset Number	Asset Description	Purchase Date	Original Cost	Depreciated Value	Disposition Requested	Justification
Public Works	014296	PICKUP TRUCK,DODGE	12/6/2006	28,576.00	0.00	Asset was totaled by a Third Party Administrator for its \$950.65 salvage value	Assets received significant damage and were deemed a total loss
Public Works	014722	PICKUP TRUCK,CHEVROLET	9/27/2012	42,162.70	5,360.05	Asset was totaled by a Third Party Administrator for its \$29,914.65 salvage value	
Fire Rescue	725413	COLLAPSIBLE WATER TANK,HYPALON	6/21/2004	1,129.00	0.00	Scrap Assets	Assets are damaged beyond repair
Fire Rescue	745308	LAPTOP,PANASONIC	4/19/2012	3,245.00	127.04		
Utilities - Field Services	933948	STORAGE SHED,SUPERIOR SHEDS	1/8/1997	2,170.00	0.00	Scrap Asset	Asset is structurally unsafe
Convention Center	936974	TRANSFORMER,SOLA HEAVY-DUTY	9/21/2000	1,584.50	0.00	Recycle Asset	Asset no longer works and will be placed in scrap metal container located at the Orange County Convention Center



AGENDA DEVELOPMENT

201 South Rosalind Avenue • Rm.
407-836-5426 • Fax: 407-836-2881

I. CONSENT AGENDA COUNTY ADMINISTRATOR

1

2802-1393

January 25, 2017

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

FROM: Cheryl J. Gillespie, Supervisor
Agenda Development Office

A handwritten signature in black ink, appearing to be "CJG", written over the "FROM:" line.

SUBJECT: Appointment to Community Action Board
CONSENT AGENDA ITEM FEBRUARY 7, 2017

The Community Action Board (CAB) is responsible for development, review, supervision, evaluation, and making recommendations for final approval of all fiscal and program policies, plans, priorities, proposals, budgets, and any other activities to be conducted by Orange County Community Action. The CAB consists of three sectors: public sector, private sector, and low income community sector.

The Board of County Commissioner (BCC) appoints the eight members of the public sector, which is composed of up to three County Commissioners, up to three elected officials from three different municipalities located in Orange County, up to two members representing the state of Florida or United States Congress, and one member of the Orange County School Board.

The term of Orange County School Board member Kathleen Gordon expired December 31, 2016. She has served two terms and is ineligible to serve, again. The School Board has nominated Pam Gould to replace Ms. Gordon. The term is for four years.

ACTION REQUESTED: Appointment of Pam Gould to the Community Action Board in the Orange County School Board representative category with a term expiring December 31, 2020.



AGENDA DEVELOPMENT
201 South Rosalind Avenue
407-836-5426 • Fax: 407-836-5427

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
2

agenda 32802-1393

January 26, 2017

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

FROM: Cheryl J. Gillespie, Supervisor
Agenda Development Office

SUBJECT: Reappointment to the Membership and Mission Review Board
CONSENT AGENDA ITEM FEBRUARY 7, 2017

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

The terms of appointment for seven of the current members of the Membership and Mission Review Board expired December 31, 2016. Board confirmation of the following reappointment is requested.

- 1) Confirmation of the reappointment of Brian K. Fenn as the District 3 representative as requested by Commissioner Clarke.

The term of the reappointment will expire December 31, 2018. Please let me know if you require further information.

ACTION REQUESTED: Confirmation of the reappointment to the Membership and Mission Review Board of Brian K. Fenn as the District 3 representative with a term expiring December 31, 2018.



AGENDA DEVELOPMENT

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

I. CONSENT AGENDA COUNTY ADMINISTRATOR

3

a 32802-1393

January 26, 2017

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

FROM: Cheryl J. Gillespie, Supervisor 
Agenda Development Office

SUBJECT: Reappointment to the Planning and Zoning Commission
CONSENT AGENDA ITEM FEBRUARY 7, 2017

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

The terms of appointment of seven members of the Planning and Zoning Commission expired December 31, 2016. Board confirmation of the following reappointment is requested.

- 1) Confirmation of the reappointment of Tina Demostene as the District 3 representative as requested by Commissioner Clarke.

The term of the reappointment will expire December 31, 2018. Please let me know if you require further information.

ACTION REQUESTED: Confirmation of the reappointment to the Planning and Zoning Commission of Tina Demostene as the District 3 representative with a term expiring December 31, 2018.



AGENDA DEVELOPMENT

201 South Rosalind Avenue •
407-836-5426 • Fax: 407-836-4

I. CONSENT AGENDA COUNTY ADMINISTRATOR

4

1 32802-1393

January 31, 2017

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

FROM: Cheryl J. Gillespie, Supervisor 
Agenda Development Office

SUBJECT: Reappointment to the Board of Zoning Adjustment
CONSENT AGENDA ITEM FEBRUARY 7, 2017

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


The terms of appointment for the current members of the Board of Zoning Adjustment expired December 31, 2016. Board confirmation of the following reappointment/appointment is requested.


- 1) Confirmation of the reappointment of Gregory A. Jackson as the District 2 representative as requested by Commissioner Nelson.

The term of the reappointment will expire December 31, 2018. Please let me know if you require further information.

ACTION REQUESTED: Confirmation of the reappointment of Gregory A. Jackson to the Board of Zoning Adjustment as the District 2 representative with a term expiring December 31, 2018.

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

THRU Cheryl J. Gillespie, Supervisor 
Agenda Development Office

FROM: Michelle Frank, Advisory Board Coordinator 
Agenda Development Office

SUBJECT: Membership and Mission Review Board Recommendations
CONSENT AGENDA ITEM FEBRUARY 7, 2017.

1. At its January 20, 2017 meeting, the Membership and Mission Review Board approved recommending the following advisory board appointments and reappointments:
 - A. **Agricultural Advisory Board:** Appointment of Gregory S. Eisenberg to succeed Alexander H. Smith in the at large representative category with a term expiring December 31, 2018.
 - B. **Animal Services Advisory Board:** Reappointment of Deputy Michael Holt in the Orange County Sheriff's Office representative category; Jeff Loeffert and Frayda R. Morris in the at large representative category; and Paul L. Wean in the attorney representative category with terms expiring December 31, 2018.
 - C. **Animal Services Classification Committee:** Reappointment of Robert L. Clark and Justin T. Duff in the at large representative category; and the appointment of Kathy Burns to succeed Diane Anderson in the Pet Alliance of Greater Orlando representative category, Christine Cavagnaro Ioria to succeed Susan Collins in the alternate representative category, and Dr. Deidre O'Malley to succeed Dr. Nanette Parratto-Wagner in the veterinarian representative category with terms expiring December 31, 2018.
 - D. **Children and Family Services Board:** Reappointment of Karen E. Climer and Laini R. Schultz and the appointment of Gary E. Smith to succeed Mark T. Christensen, Glenton Gilzean to succeed Wanda W. Brewer, and David E. Washington to succeed Leah B. Shepherd in the at large representative category with terms expiring December 31, 2018.
 - E. **Citizens' Review Panel for Human Services:** Reappointment of Aquasia U. Johnson McDowell in the at large representative category and Beverly Jackson in the physically challenged representative category with terms expiring December 31, 2019.

- F. **Disability Advisory Board:** Appointment of Marcelino Rivera to succeed Reinaldo Vazquez in the at large representative category with a term expiring June 30, 2017 and Eric D. Shelton to succeed Christopher M. Rodman in the at large representative category with a term expiring June 30, 2018.
- G. **Fire and Life Safety Code Board of Adjustments and Appeals:** Reappointment of Frank L. Chaput in the fire alarm contractor representative category with a term expiring December 31, 2019.
- H. **Neighborhood Grants Advisory Board:** Appointment of Charlotte White to succeed Lyndon Carter in the district two representative category with a term expiring June 30, 2017.
- I. **Nuisance Abatement Board:** Reappointment of Jeffrey R. DeFelice and the appointment of Nicole C. Soltau-Woods to succeed Don S. Mitchell in the at large representative category with terms expiring January 1, 2019 and the appointment of Michael Kulich to succeed Re'Chard D. McCoy, Shayla M.J. Mount to succeed Donald L. Pittman, and Robin D. Harris to succeed Jesse A. Hill in the at large representative category with terms expiring January 1, 2018.
- J. **Orange Blossom Trail Development Board:** Reappointment of Tasha M. Golis, Demetrius A. Summerville, Richard A. Fender, and Emmett O'Dell in the Orange County representative category with terms expiring January 14, 2021.
- K. **Public Works Advisory Board:** Appointment of J. Martin Sullivan to succeed Daniel C. Stanfill in the geotechnical discipline representative category with a term expiring June 30, 2018.

ACTION REQUESTED: **Approval of the Membership and Mission Review Board's recommendations for advisory board appointments and reappointments.**

Attachments

AGRICULTURAL ADVISORY BOARD

MMRB Liaison: Brian K. Fenn, (321) 368-6071

MISSION

Reviews, analyzes, and provides recommendations and comments about rules, regulations, and ordinances affecting the agricultural industry.

STATUS OF VACANCIES

There are two vacancies on this eleven-member board from among the following industries, whenever possible: citrus, foliage, cattle, flowing plant, equine, flowering trees and woody ornamentals, bedding plants, lawn spraymen/pest control, lawn maintenance/landscaping, greenhouse builder, and Department of Agriculture. The terms of David R. Ward and Alexander H. Smith have expired.

THE MMRB RECOMMENDS:

Consideration of the appointment of Gregory S. Eisenberg to succeed Alexander H. Smith in the at large representative category with a term expiring December 31, 2018.

<u>APPLICANT</u>	<u>OCCUPATION</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
Gregory S. Eisenberg	Asset Campus Housing/ Regional Marketing Director	W	NH	M	5

SUMMARY OF QUALIFICATIONS:

Gregory S. Eisenberg: Mr. Eisenberg has worked with Asset Campus Housing for three years. He received his bachelor's degree in Interdisciplinary Studies from the University of Central Florida. Mr. Eisenberg is a member of the League of Women Voters and the Tiger Bay Club of Central Florida.

CURRENT BOARD

	<u>ORIGINAL APPOINTMENT</u>	<u>TERM EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>Citrus Industry</u>						
Larry B. Bean	9/15/09	12/31/17	W	NH	M	5
<u>Cattle Industry</u>						
David R. Ward	5/8/12	12/31/16	W	*	M	5
<u>Equine Industry</u>						
Hugh "Fred" Dietrich III	3/6/12	12/31/17	W	NH	M	5
Brenda A. Hagemeister	12/11/12	12/31/17	W	*	F	5
<u>Lawn Maintenance/Landscaping</u>						
Russell L. Woodall	7/6/13	12/31/18	W	NH	M	3
<u>Foliage Industry</u>						
Jennifer Parrish	6/18/13	12/31/17	W	*	F	1
<u>At Large</u>						
Zachary Marimon	3/15/16	12/31/17	O	H	M	5
Alexander H. Smith	12/11/12	12/31/16	B	*	M	2
Caitlyn Glatting	3/15/16	12/31/18	W	NH	F	5
Robert A. Worthington	11/15/16	12/31/18	W	NH	M	3
Jeff Hogan	11/15/16	12/31/18	W	NH	M	2

*Not listed

ANIMAL SERVICES ADVISORY BOARD

MMRB Liaison: Kayleen Stroud, (407) 257-8336

MISSION

Assist and advise the Board of County Commissioners in carrying out an effective and comprehensive Animal Services program.

STATUS OF VACANCIES

There are no vacancies on this seven member board. The terms of Deputy Michael Holt, Jeff Loeffert, Frayda Morris, and Paul L. Wean have expired.

THE MMRB RECOMMENDS:

Consideration of the reappointment of Deputy Michael Holt in the Orange County Sheriff's Office representative category; Jeff Loeffert and Frayda R. Morris in the at large representative category; and Paul L. Wean in the attorney representative category with terms expiring December 31, 2018.

CURRENT BOARD

	<u>ORIGINAL APPOINTMENT</u>	<u>TERM EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>Attorney</u>						
Paul L. Wean	3/15/16	12/31/16	*	*	M	1
<u>At Large</u>						
Jeff Loeffert	5/5/15	12/31/16	W	*	M	1
Frayda R. Morris	12/15/15	12/31/16	W	NH	F	1
Thomas E. Mortimer	7/12/16	12/31/17	W	NH	M	2
Lisa Franchina	3/15/16	12/31/17	W	NH	F	4
<u>Orange County Sheriff's Office</u>						
Deputy Sheriff Michael Holt	5/5/15	12/31/16	*	*	M	*
<u>Veterinarian</u>						
Nanette Parratto-Wagner, D.V.M.	7/12/16	12/31/17	W	H	F	4

*Not Listed

ANIMAL SERVICES CLASSIFICATION COMMITTEE

MMRB Liaison: Kayleen Stroud, (407) 257-8336

MISSION

Review investigations of incidents involving animals to determine whether an animal should be classified as "dangerous" or "potentially dangerous."

STATUS OF VACANCIES

There is one vacancy on this nine-member board in the veterinarian representative category due to the resignation of Nanette Parratto-Wagner, D.V.M. The terms of Robert L. Clark, Justin T. Duff, Diane Anderson, and Susan Collins have expired.

THE MMRB RECOMMENDS:

Consideration of the reappointment of Robert L. Clark and Justin T. Duff in the at large representative category; and the appointment of Kathy Burns to succeed Diane Anderson in the Pet Alliance of Greater Orlando representative category, Christine Cavagnaro loria to succeed Susan Collins in the alternate representative category, and Dr. Deidre O'Malley to succeed Dr. Nanette Parratto-Wagner in the veterinarian representative category with terms expiring December 31, 2018.

<u>APPLICANT</u>	<u>OCCUPATION</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
Kathy Burns	Pet Alliance of Greater Orlando/ Senior Shelter Operations Manager	W	NH	F	5
Christine Cavagnaro loria	Divine & Estes/ Paralegal	*	*	F	5
Deidre O'Malley, DVM	Animal Hospital of Baldwin Park/ Associate Veterinarian	W	NH	F	3

*Not Listed

SUMMARY OF QUALIFICATIONS:

Kathy Burns: Ms. Burns works as the Senior Shelter Operations Manager for the Pet Alliance of Greater Orlando. She has worked with the Pet Alliance of Greater Orlando for the past four years.

Christine Cavagnaro Ioria: Ms. Ioria has worked as a paralegal for Divine & Estes for three years. She received her juris doctorate degree from Barry University School of Law.

Deidre O'Malley, DVM: Dr. O'Malley is an associate veterinarian with Animal Hospital of Baldwin Park. She has previously worked for the Humane Society of Tampa Bay. She received her master's degree in Shelter Medicine from the University of Florida and a doctorate in Veterinary Medicine from the Ross University of Veterinary Medicine. Dr. O'Malley is a member of the American Veterinary Medical Association.

CURRENT BOARD

	<u>ORIGINAL APPOINT MENT</u>	<u>TERM EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>K-9 Handler</u>						
Deputy Sheriff Matthew Bishop	6/15/16	12/31/17	*	*	M	*
<u>Obedience Trainer/Handler</u>						
Vicky Otero	10/18/16	12/31/17	W	H	F	2
<u>At Large</u>						
Crockett Bohannon	12/3/13	12/31/17	W	NH	M	4
Robert L. Clark	5/5/15	12/31/16	W	NH	M	2
Justin T. Duff	7/14/15	12/31/16	W	NH	M	5
<u>Pet Alliance of Greater Orlando</u>						
Diane Anderson	8/4/15	12/31/16	*	*	F	4
<u>Veterinarian</u>						
Nanette Parratto-Wagner [RESIGNED]	7/26/11	12/31/16	W	H	F	4
<u>Alternate</u>						
Susan Collins	2/7/12	12/31/16	W	*	F	3
Marc A. Larusso	10/18/16	12/31/17	W	NH	M	3

*Not Listed

CHILDREN AND FAMILY SERVICES ADVISORY BOARD

MMRB Liaison: Maria Bolton-Joubert, (407) 325-4495

MISSION

Assists the county in obtaining donations for Youth and Family Services Division programs, advises the county with respect to gifts and the provision of services, and advocates for children and families in Orange County.

STATUS OF VACANCIES

There is one vacancy on this 13-member board in the at large representative category due to the resignation of Marc T. Christiansen. The terms of Karen E. Climer, Leah B. Shepherd, Laini R. Schultz, and Wanda W. Brewer have expired.

THE MMRB RECOMMENDS:

Consideration of the reappointment of Karen E. Climer and Laini R. Schultz and the appointment of Gary E. Smith to succeed Mark T. Christensen, Glenton Gilzean to succeed Wanda W. Brewer, and David E. Washington to succeed Leah B. Shepherd in the at large representative category with terms expiring December 31, 2018.

<u>APPLICANT</u>	<u>OCCUPATION</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
Gary E. Smith	University of Central Florida/ Ph.D. candidate & Adjunct Lecturer	W	NH	M	5
Glenton Gilzean	Central Florida Urban League/ President and CEO	B	NH	M	6
David E. Washington	Meyers & Washington/ Consultant, Strategist	B	NH	M	5

SUMMARY OF QUALIFICATIONS:

Gary E. Smith: Mr. Smith is currently a Ph.D. candidate with the University of Central Florida (UCF), as well as an adjunct lecturer. Prior to working for UCF, Mr. Smith has been active in his community through different service organizations, including Habitat for Humanity in Louisiana. He received a bachelor's degree in Political Science from Louisiana State University and a master's degree in Political Science from UCF.

SUMMARY OF QUALIFICATIONS: (cont.)

Glenton Gilzean: Mr. Gilzean is the President and CEO of the Central Florida Urban League. Prior to his current position, Mr. Gilzean served as a member of the Pinellas County School Board, a University Trustee at Florida A&M University, and sat on the Board of Directors for the University of South Florida. He received his bachelor's degree in Biomedical Science and his master's degree in Business/Entrepreneurship from the University of South Florida. Recently, Mr. Gilzean was appointed by the Governor to serve on the Ninth Circuit Judicial Nominating Commission. He currently serves on the Community Development Advisory Board.

David E. Washington: Mr. Washington is a consultant/strategist with Meyers & Washington. He served the city of Chicago citizens as a manager of child protection service workers. Mr. Washington has been a member of the Orange County Democratic Executive Committee since 2016. He received a bachelor's degree from Chicago State University and a master's degree in Social Work from the Jane Addams College of Social Work. In 1991, Mr. Washington was a Peace Corps Volunteer in Thailand.

CURRENT BOARD

	<u>ORIGINAL APPOINTMENT</u>	<u>TERM EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>At Large</u>						
Karen E. Climer	3/10/15	12/31/16	W	NH	F	5
Lisa M. King, M.D.	1/13/15	12/31/17	W	H	F	5
Marc T. Christiansen [RESIGNED]	12/15/15	12/31/16	W	NH	M	1
Leah B. Shepherd	4/6/10	12/31/16	W	NH	F	3
Warren N. Kenner	3/10/15	12/31/17	W	*	M	1
Laini R. Schultz	7/4/15	12/31/16	O	NH	W	2
Robert L. Clark	3/10/15	12/31/17	W	NH	M	2
Gina Dole	12/3/13	12/31/17	W	H	F	5
Wanda W. Brewer	4/10/12	12/31/16	A	NH	F	1
Thomas Trevisani, M.D.	10/14/14	12/31/17	W	NH	M	5
<u>County Commissioner</u>						
Commissioner Victoria P. Siplin	4/7/15	12/31/18	*	*	*	*
<u>Honorary Members</u>						
Laura M. Myers	4/28/98		W	*	F	3

CITIZENS' REVIEW PANEL FOR HUMAN SERVICES

MMRB Liaison: Dr. Lavon Bracy, (407) 399-9587

MISSION

Evaluates, recommends, and monitors Orange County's funding to non-profit human service agencies and reviews needs assessment/targeted community studies and United Way panel recommendations in order to make funding recommendations to the Community Funding Forum.

STATUS OF VACANCIES

There are four vacancies on this 24-member board in the at large and at large member in training representative categories. The terms of Aquasia U. Johnson McDowell and Beverly Jackson have expired.

THE MMRB RECOMMENDS:

Consideration of the reappointment of Aquasia U. Johnson McDowell in the at large representative category and Beverly Jackson in the physically challenged representative category with terms expiring December 31, 2019.

CURRENT BOARD

	<u>ORIGINAL APPOINTMENT</u>	<u>TERM EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>At Large</u>						
Ryan A. Myers	1/10/12	12/31/17	W	*	M	3
Jonathan P. Rivera	8/7/12	12/31/17	*	H	M	1
Isa Dora Dean	10/14/14	12/31/17	B	NH	F	2
Samia Solh	9/15/15	12/31/19	O	NH	F	4
Jason Sena	11/15/16	12/31/17	B	NH	M	5
Lonnie A. Thompson	10/8/13	12/31/16	B	*	M	5
Bobby L. Watson	10/5/10	12/31/18	B	*	M	6
G. Sean Sandiford	7/15/14	12/31/17	B	*	M	3
Aquasia U. Johnson McDowell	7/15/14	12/31/16	B	*	F	6
Shirley A. Walker-Hightower	9/10/13	12/31/17	B	*	F	6

CURRENT BOARD (cont.)

	<u>ORIGINAL APPOINTMENT</u>	<u>TERM EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>At Large (cont.)</u>						
Tiffany S. Dziekan	9/11/12	12/31/17	B	*	F	4
Jentri D. Casaberry	7/12/16	12/31/18	B	NH	M	6
Elizabeth Nelson	9/15/15	12/31/18	W	NH	F	2
Maribel Gomez-Cordero	9/15/15	12/31/17	O	H	F	4
Shannon K. Brown	9/15/15	12/31/17	B	NH	F	2
<u>Economically Distressed</u>						
Tyon Hall, Ph.D.	11/15/16	12/31/18	*	*	F	3
<u>Physically Challenged</u>						
Beverly J. Jackson	7/16/12	12/31/16	B	*	F	2
<u>Senior Advocate</u>						
Willie J. Patterson	7/15/14	12/31/18	B	*	M	6
<u>M/WBE Spokesperson</u>						
Beena M. Parikh, Ph. D.	11/15/16	12/31/17	A	NH	F	1
<u>Youth Advocate</u>						
Jacqueline Centeno	1/10/17	12/31/17	O	H	F	4
<u>At large "Members in Training"</u>						
Janice D. Battle-Brinson	1/10/17	12/31/17	B	NH	F	6

Vacancies (3)

*Not Listed

DISABILITY ADVISORY BOARD

MMRB Liaison: Nancy Rosado, (917) 723-6400

MISSION

Addresses problems such as limited access of public accommodations and recommends priority funding needs of the disabled to the Board of County Commissioners.

STATUS OF VACANCIES:

There are two vacancies on this nine-member board in the at large representative category due to the resignation of Reinaldo Vazquez and the term expiration of Christopher M. Rodman.

THE MMRB RECOMMENDS:

Consideration of the appointment of Marcelino Rivera to succeed Reinaldo Vazquez in the at large representative category with a term expiring June 30, 2017 and Eric D. Shelton to succeed Christopher M. Rodman in the at large representative category with a term expiring June 30, 2018.

<u>APPLICANT</u>	<u>OCCUPATION</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
Marcelino Rivera	Florida Education Association/ Regional Specialist	W	H	M	2
Eric D. Shelton	Adult Day Care/ Manager	W	NH	M	5

SUMMARY OF QUALIFICATIONS:

Marcelino Rivera: Mr. Rivera is employed with Florida Education Association as a regional specialist. He received a master's of Divinity degree from Andover Newton Theological School and a master's degree in Rehabilitation Counseling. Mr. Rivera is a CPR, AED & First Aide Instructor. He currently serves on the Affordable Housing Advisory Board.

Eric D. Shelton: Mr. Shelton received his bachelor's and master's degree in Public Administration from the University of Central Florida. Mr. Shelton's daughter is developmentally disabled; he works managing an adult daycare and is involved in volunteering with disabled persons.

CURRENT BOARD

	<u>ORIGINAL APPOINTMENT</u>	<u>TERM EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>At Large</u>						
Reinaldo Vazquez [RESIGNED]	10/16/12	6/30/17	*	H	M	3
Jose A. Fernandez	12/3/13	6/30/18	*	H	M	4
Kirk E. Root	4/5/16	6/30/17	W	NH	M	2
Joe Waczewski	4/7/15	6/30/18	W	H	M	6
Elizabeth McCarthy	6/14/16	6/30/17	W	NH	F	5
Tiffany Namey	4/7/15	6/30/18	W	NH	F	5
Sandra Algarin	1/10/17	6/30/18	O	H	F	2
Brian K. Michaels	6/14/16	6/30/17	W	NH	M	5
Christopher M. Rodman	9/9/14	6/30/16	B	*	M	3

*Not Listed

FIRE AND LIFE SAFETY CODE BOARD OF ADJUSTMENTS AND APPEALS

MMRB Liaison: Brian K. Fenn, (321) 368-6071

MISSION

Hears appeals of decisions of the Fire Official as to the application or interpretation of any state fire safety statute, rule, or regulation; reviews and proposes amendments to the fire prevention code.

STATUS OF VACANCIES

There are two vacancies on this seven-member board in the engineer and at large representative categories due to the final term expirations of Major Statcy and Christopher Geiger. The term of Frank L. Chaput has expired.

THE MMRB RECOMMENDS:

Consideration of reappointment of Frank L. Chaput in the fire alarm contractor representative category with a term expiring December 31, 2019.

CURRENT BOARD

	<u>ORIGINAL APPOINTMENT</u>	<u>TERM EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>Fire Alarm Contractor</u>						
Frank L. Chaput	10/6/15	12/31/16	W	NH	M	5
<u>Fire & Casualty Insurance</u>						
Drew Havron	10/18/16	12/31/18	W	NH	M	5
<u>General Contractor</u>						
Robert J. Szafranski	10/18/16	12/31/18	W	NH	M	5
<u>Professional Engineer</u>						
Major Lee Stacy	10/13/09	12/31/16	W	*	M	5
<u>Architect</u>						
Donald M. Williams	12/15/15	12/31/17	B	*	M	2
<u>At Large</u>						
Christopher Geiger	4/5/11	12/31/16	W	*	M	5
Peter T. Schwab	2/23/10	12/31/17	W	*	M	2

*Not Listed

NEIGHBORHOOD GRANTS ADVISORY BOARD

MMRB Liaison: Chadwick Hardee, (407) 575-3734

MISSION

Reviews and approves criteria and application forms for grant program; oversees the application review process; approves recommended grant recipients; hears appeals; monitors the progress of grant recipients; and submits an annual report to the Board of County Commissioners.

STATUS OF VACANCIES

There is one vacancy on this seven-member board in the district two representative category due to the final term expiration of Lyndon Carter.

THE MMRB RECOMMENDS:

Consideration of the appointment of Charlotte White to succeed Lyndon Carter in the district two representative category with a term expiring June 30, 2017.

<u>APPLICANT</u>	<u>OCCUPATION</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
Charlotte White	*	W	NH	F	2

SUMMARY OF QUALIFICATIONS

Charlotte White: Ms. White is a member of the Beta Sigma Phi sorority, district representative for the Florida Federation of Republican Women, vice president of the North Orlando Republican Women Federated, treasurer of the Apopka Citizen Police, and has worked at Orangewood Christian School.

*Not Listed

CURRENT BOARD

	<u>ORIGINAL</u> <u>APPOINTMENT</u>	<u>TERM</u> <u>EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>District 1</u> Frayda R. Morris	8/5/14	6/30/18	W	NH	F	1
<u>District 2</u> Lyndon Carter	10/4/11	6/30/15	B	*	M	2
<u>District 3</u> Elizabeth Bertrand	5/5/15	6/30/17	W	NH	F	3
<u>District 4</u> Desmond M. Taylor	9/10/13	6/30/17	B	*	M	4
<u>District 5</u> Karen S. Willis	11/13/12	6/30/18	W	NH	F	5
<u>District 6</u> Assonta Lysius	9/15/15	6/30/17	B	NH	F	6
<u>At Large</u> Adam Soucie	10/18/16	6/30/18	W	NH	M	4

NUISANCE ABATEMENT BOARD

MMRB Liaison: Maria Bolton-Joubert, (407) 325-4495

MISSION

Hears and decides complaints alleging that a place or premises constitutes a public nuisance.

STATUS OF VACANCIES

There is one vacancy on this nine-member board in the at large representative category due to resignation of Donald L. Pittman. The terms of Jeffrey R. DeFelice, Don S. Mitchell, Jesse A. Hill, and Re'chard D. McCoy have expired.

THE MMRB RECOMMENDS:

Consideration of the reappointment of Jeffrey R. DeFelice in the at large representative category and the appointment of Nicole C. Soltau-Woods to succeed Don S. Mitchell in the at large representative category with terms expiring January 1, 2019 and the appointment of Michael Kulich to succeed Re'Chard D. McCoy, Shayla M.J. Mount to succeed Donald L. Pittman, and Robin D. Harris to succeed Jesse A. Hill in the at large representative category with terms expiring January 1, 2018.

<u>APPLICANT</u>	<u>OCCUPATION</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
Nicole C. Soltau-Woods	Student	B	NH	F	2
Michael Kulich	Jackhammer Systems/ Owner	W	NH	M	1
Shayla M.J. Mount	Larsen & Associates/ Lawyer	B	NH	F	5
Robin D. Harris	*	B	NH	F	6

*Not Listed

SUMMARY OF QUALIFICATIONS:

Nicole C. Soltau-Woods: Ms. Soltau-Woods has spent 18 years serving as the Assistant Vice President of SunTrust Bank in Apopka, where she has assisted the small business community as a financial advisor. She received a bachelor's degree from Columbia College, a master's degree in Business Administration from the University of Central Florida, and is currently matriculated at Florida A&M University College of Law with a focus on business law. She is a member of the Central Florida Association for Women Lawyers and the Orange County Bar Association.

Michael Kulich: Mr. Kulich has been a consultant in the IT/Project management field for over 10 years. He received a bachelor's degree in Finance from Walsh College. Mr. Kulich has served on the Mennello Museum of Art Board of Trustees, Turtle Creek Home Owners Association, and the Small Business Development Center Advisory Board Council at the University of Central Florida.

Shayla M.J. Mount: Ms. Mount practices community association law with Larsen & Associates. She received a bachelor's degree in Business Administration from Howard University and a juris doctorate from the University of California – Berkeley. Ms. Mount is a member of the Alpha Kappa Alpha Sorority Inc. and the Alpha Phi Omega Service Fraternity.

Robin D. Harris: Ms. Harris is a minister with involvement in pastoral counseling. She has served on several civic ad hoc committees for human rights. Ms. Harris received her bachelor's degree from the University of Mary Hardin-Baylor. She is a member of Organize Now and FF\$15 (Fight For \$15).

CURRENT BOARD

	<u>ORIGINAL APPOINTMENT</u>	<u>TERM EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>At Large</u>						
Steven Alexander	11/11/14	1/1/18	W	NH	M	3
Jeffrey R. DeFelice	10/14/14	1/1/17	W	NH	M	1
Donald L. Pittman [RESIGNED]	7/14/15	1/1/18	W	NH	M	5
Jesse A. Hill	4/6/10	1/1/16	B	*	M	6
James D. Freeman	10/18/16	1/1/19	W	H	M	4
Rosalind B. Johnson	10/14/14	1/1/18	B	NH	F	1
Re'chard D. McCoy	4/6/10	1/1/16	O	*	M	3
Lindsay Kiley	3/15/16	1/1/18	W	NH	F	5
Don S. Mitchell	3/12/13	1/1/17	O	*	M	2

*Not Listed

ORANGE BLOSSOM TRAIL DEVELOPMENT BOARD

MMRB Liaison: Paul Seago, (407) 222-7796

MISSION

Promotes the revitalization of the Orange Blossom Trail area.

STATUS OF VACANCIES

There is one vacancy on this nine-member board in the Orange County representative category due to the resignation of Merideth L. Sasso. The terms of Tasha M. Golis, Demetrius Summerville, Richard A. Fender, and Emmett O'Dell have expired

THE MMRB RECOMMENDS:

Consideration of the reappointment of Tasha M. Golis, Demetrius A. Summerville, Richard A. Fender, and Emmett O'Dell in the Orange County representative category with terms expiring January 14, 2021.

CURRENT BOARD

	<u>ORIGINAL APPOINTMENT</u>	<u>TERM EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>Orange County</u>						
Tasha Golis	9/15/15	1/14/17	W	NH	F	3
Meredith Sasso [RESIGNED]	4/8/14	1/14/18	*	H	F	5
Demetrius Summerville	2/14/16	1/14/17	B	NH	M	6
Commissioner Victoria P. Siplin	9/15/15	1/14/19	B	*	F	6
Richard Fender	9/15/15	1/14/17	W	NH	M	3
Emmett O'Dell	9/9/14	1/14/17	W	*	M	3
<u>City of Orlando</u>						
Maxwell Spann	4/22/13	1/14/17	B	NH	M	2
Tangia Hill-Smilke	11/15/15	1/14/17	B	NH	F	6
Christine Hill	1/30/16	1/14/17	W	*	F	5

PUBLIC WORKS ADVISORY BOARD

MMRB Liaison: Maria Bolton-Joubert, (407) 325-4495

MISSION

Reviews Public Works items including, but not limited to, road construction, road maintenance, stormwater, transportation planning, transportation engineering, drainage, street lighting, and other functions.

STATUS OF VACANCIES

There one vacancy on this seven-member board in the geotechnical discipline representative category due to the final term expiration of Daniel C. Stanfill.

THE MMRB RECOMMENDS:

Consideration of the appointment of J. Martin Sullivan to succeed Daniel C. Stanfill in the geotechnical discipline representative category with a term expiring June 30, 2018.

<u>APPLICANT</u>	<u>OCCUPATION</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
J. Martin Sullivan	Retired	W	NH	M	5

SUMMARY OF QUALIFICATIONS:

J. Martin Sullivan: Mr. Sullivan is a retired engineer. His expertise includes hydrogeological and environmental engineering. Primarily, Mr. Sullivan has worked in the areas of groundwater analysis to include construction, calibration, recommendations on groundwater flow, contaminate transfer, and surface water modeling. He received his bachelor's degree from the University of South Florida, a master's degree from Florida State University, and a second master's degree from the University of Central Florida.

CURRENT BOARD

	<u>ORIGINAL APPOINTMENT</u>	<u>TERM EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>Geotechnical Discipline</u> Daniel C. Stanfill	7/16/12	6/30/16	W	NH	M	3
<u>General Consulting</u> John Miklos	4/9/13	6/30/17	W	*	M	3
<u>Transportation Engineer</u> Marybeth Morin	8/27/13	6/30/17	W	*	F	5
<u>Development Industry</u> Andrea Jernigan-Gwinn	10/14/14	6/30/17	*	*	F	5
<u>Stormwater Discipline</u> Laini R. Schultz	10/18/16	6/30/18	O	NH	F	2
<u>Construction Discipline</u> Eric Bain	9/11/12	6/30/18	B	*	M	2
<u>At Large</u> Michael J. Hart	10/18/16	6/30/18	*	*	M	4

*Not Listed



Interoffice Memorandum

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
6

AGENDA ITEM

January 19, 2017

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

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

SUBJECT: Consent Agenda Item for February 7, 2017
Budget Amendment #17-25

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

ACTION REQUESTED: Approval of budget amendment #17-25.

KP/vh

Attachment



Interoffice Memorandum

AGENDA ITEM

January 17, 2017

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

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

SUBJECT: Consent Agenda Item for February 7, 2017
Budget Amendment #17-25, FY 2017
Fund #7407 Contract #S-734
U.S. Department of Agriculture – USDA Grant
Head Start Division/Family Services Department

On September 22, 2016, the Board of County Commissioners approved an estimated budget for the U.S. Department of Agriculture (USDA) grant in the amount of \$1,767,460. The USDA through the Florida Department of Health awarded this grant in the amount of \$1,940,038 for a total increase of \$172,578. The Child Care Food Program is a part of the National School Lunch Program, which provides children in public and private schools with balanced meals and snacks to meet the USDA minimum daily nutritional requirements. The Florida Department of Health will reimburse Orange County for meals served to eligible children enrolled in the Head Start Program.

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

Account Number	Classification	Amount
7407-062-7524-3130	U.S. Department of Agriculture	\$ 172,578
	TOTAL REVENUE	<u>\$ 172,578</u>

Expenditures:

Account Number	Classification	Amount
8FR-7407-062-7523-3410	Local Travel	\$ 970
8FR-7407-062-7523-3420	Out-of-County Travel	500
8FR-7407-062-7523-4030	Training Costs	600
8FR-7407-062-7523-4123	Equipment < \$1,000	741
8FU-7407-062-7524-4115	Miscellaneous Operating	
	Supplies /Program Expenses	11,559
8FU-7407-062-7524-4135	Food and Dietary	158,208
	TOTAL EXPENDITURES	<u>\$ 172,578</u> <i>pm</i>

KP/PM/vh

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



Interoffice Memorandum

January 13, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: John Petrelli, Director, Risk Management and Office of
Professional Standards
407-836-9636

SUBJECT: Award of Invitation for Bids Y17-153-MV, Polygraph Services

ACTION REQUESTED:

Approval to award Invitation for Bids Y17-153-MV, Polygraph Services, to the sole responsive and responsible bidder, D. Craig Harper and Associates, LLC, in the estimated contract award amount of \$498,825, for an initial three- year term. Further request approval for the Procurement Division to renew the contract for two additional 1-year terms.

Due to projected usage, the Office of Professional Standards anticipates that the entire estimated contract amount will be ordered during the initial contract term.

PROCUREMENT:

Polygraph services are used by the Office of Professional Standards to support employment screenings and investigative activities.

FUNDING:

Funding is available on account number 0001 023 0461 4434.

APPROVALS:

The Office of Professional Standards and Business Development Division concur with this recommendation.

Page 2 of 2
IFB Y17-153-MV
Polygraph Services

REMARKS:

A single bid was received in response to Invitation for Bids Y17-153-MV and was evaluated for responsiveness, responsibility and price reasonableness. Research indicates that D. Craig Harper and Associates, LLC is the only known vendor willing to provide the county with the services required. D. Craig Harper and Associates is our current contracted provider and has performed in a satisfactory manner. The bid from D. Craig Harper and Associates, LLC is considered fair and reasonable based on current contract prices.

Recommendation for award is therefore made to D. Craig Harper and Associates, LLC.

BID TABULATION
IFB Y17-153-MV
POLYGRAPH SERVICES

			D. Craig Harper and Associates, LLC.			
Item	Description	Qty.	Unit Price	Total Annual Cost	Initial Period	Extended Total Price
1	Pre-employment	1,200	\$ 110.00	\$ 132,000.00	x 3	\$ 396,000.00
2	Post-employment	200	\$ 110.00	\$ 22,000.00	x 3	\$ 66,000.00
3	Investigative	10	\$ 500.00	\$ 5,000.00	x 3	\$ 15,000.00
4	No Show Pre-employment	95	\$ 55.00	\$ 5,225.00	x 3	\$ 15,675.00
5	No Show Post-employment	10	\$ 55.00	\$ 550.00	x 3	\$ 1,650.00
6	No Show Investigative	5	\$ 100.00	\$ 500.00	x 3	\$ 1,500.00
7	Litigation/Witness fee	10	\$ 100.00	\$ 1,000.00	x 3	\$ 3,000.00
	Total			\$ 166,275.00	x 3	\$ 498,825.00




Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

December 7, 2016

TO: Melisa Vergara, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB #Y17-153-MV, Polygraph Services

The Business Development Division evaluated the **1 bid** submitted for this project and found that the **1 bidder is not** an Orange County Certified Minority Women Business Enterprises. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

c: Sheena Ferguson, Manager, Business Development Division



Interoffice Memorandum

January 18, 2017

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

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

Subject: Award of Invitation for Bids Y17-726-CC, Animal Services –
Building 500 HVAC and Building Renovation

ACTION REQUESTED:

Approval to award Invitation for Bids Y17-726-CC, Animal Services – Building 500 HVAC and Building Renovation, to the low responsive and responsible bidder, Axios Construction Services, LLC, in the total contract award amount of \$377,672.

PROCUREMENT:

The project includes the repair and replacement of the existing ventilation system and additional renovations to Animal Services Building 500. The work consists of installation of a new HVAC system, removal and sealing of existing roll up doors and existing window mounted air conditioning units, and removal of individual heaters. The roof and walls will be insulated and a new electrical service will be run to the power unit and connected to the campus wide building automation system. Additional trench drains will be added into the truck port area and connected to the existing plumbing. This project is located in District 6.

FUNDING:

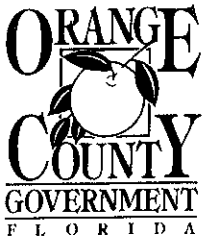
Funding is available in account numbers 1023 043 2049 6210.

APPROVALS:

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

REMARKS:

Two bids were received. The bid submitted by the low bidder, Air Mechanical & Service Corp., failed to achieve the MWBE goal and did not achieve good faith effort. Axios Construction Services, LLC exceeded the MWBE goal with 50.61% participation and is within the sliding scale of 7% of the low bidder to allow award in accordance with the MWBE provision of the solicitation.



Page 2

Award of Invitation for Bids Y17-726-CC

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

<u>Bids Received:</u>	<u>Bid Amount</u>
Air Mechanical & Service Corp.	\$374,000
Axios Construction Services, LLC	\$377,672

ORANGE
COUNTY
GOVERNMENT

Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

January 11, 2017

TO: Corie Cummings, Senior Contract Administrator
Procurement Division

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

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y17-726-CC / Animal Services - Building 500 HVAC and Building Renovation

The Business Development Division evaluated the 2 bids submitted for this project and found that the apparent low bidder Air Mechanical & Service Corp. did not achieve good faith effort documentation and reported 10.21% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-afam	Prime Electrical Services, Inc.	\$38,200
Total MWBE Participation		\$38,200.00 (10.21%)

The second low bid submitted by Orange County MWBE firm Axios Construction Services, LLC met the MWBE participation goal and reported 50.61% MWBE participation in their bid. The second low bid is within the 7% sliding scale range, of the low bidder, for contract awards from \$100,000 to \$500,000. The second low bid is only 0.98% greater than the low bid. **Having met the MWBE participation goal and the sliding scale requirements, this bid may be awarded to the second low bidder.** Please note the following certified MWBE participation:

Mbe-afam	Axios Construction Services, LLC	\$191,135
Total MWBE Participation		\$191,135.00 (50.61%)

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

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

c: Sheena Ferguson, Manager, Business Development Division

Sheena Ferguson

BID COMPARISON

FD-Y-17-725-CC / Animal Services - Building 500 HVAC and Building Renovation

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (7%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Air Mechanical & Service Corp.	\$374,000	\$38,200	10.21%	no					38/5
2nd Low	Axios Construction Services, LLC [mbe-afam]	\$377,672	\$191,135	50.61%	na	\$3,672	0.98%			62/0



Interoffice Memorandum

January 19, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: John Goodrich, Manager, Fiscal and Operational Support Division,
Health Services Department
(407)836-7909

SUBJECT: Amendment No. 1, Contract Y15-160-ZM, HIV/AIDS Data System

ACTION REQUESTED

Approval of Amendment No. 1, Contract Y15-160-ZM, HIV/AIDS Data System, with Groupware Technologies, Inc., in the amount of \$182,560 for a revised contract amount of \$776,160.

PROCUREMENT

To procure an additional module, licensing of existing software and customized reports, to support the Housing of People with Aids (HOPWA) Grant.

FUNDING

Funds are available in account numbers 7730-060-7311-3197, 7016-060-7296-3197, and 7016-060-7310-3197. Funding for this procurement is supported by the Ryan White Part A Federal Grant and Housing Opportunities for Persons with Aids (HOPWA) Grant.

DISCUSSION

Contract Y15-160-ZM provides for web-based data collection, monitoring, and analysis for the Orange County Ryan White Part A Program including submission needs of Ryan White Part A providers. The contract was originally approved by the Board of County Commissioners in June 2015 in the amount of \$593,600. This contract includes a provision for future expansion.

Amendment No. 1 will add a module that will include implementation, training, and annual support and maintenance. The Ryan White Program currently uses Groupware Technologies' software system as a case management and billing system, while HOPWA uses the Homeless Management Information System (HMIS) to perform the same functions. The systems do not communicate, so clients are currently required to present documentation to multiple providers in order to determine eligibility and receive services.

Adding the HOPWA module to the existing case management system will allow both programs to share information and eliminate the need for clients to bring in documentation multiple times for eligibility. This module will also make it easier to monitor health outcomes for clients that are accessing both programs.

Amendment No.1 will also procure an additional 39 licenses and customized reporting for existing software.

Price reasonableness has been determined as unit prices quoted are consistent with unit prices stated in the existing Contract.



Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
4

January 9, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Thomas Stangle, Assistant Manager, Utilities Field Services Division
407-836-6948

SUBJECT: Approval of Purchase Order M82650 Closed-Circuit Television
(CCTV) Inspection Vehicle

ACTION REQUESTED:

Approval of Purchase Order M82650, Closed-Circuit Television (CCTV) Inspection Vehicle to Elxsi Corp dba Cues, Inc., in the amount of \$389,400.

PROCUREMENT:

To purchase a Closed-Circuit Television (CCTV) Inspection Vehicle.

FUNDING:

Funding is available in the account number 4420 038 1347 6430.

APPROVALS:

The Utilities Field Services Division concurs with this recommendation.

REMARKS:

The Procurement Division approved standardization on Cues Vehicle Inspection Equipment in 2003. Cues Video Inspection Equipment allow for the Utilities Department to view data and videos in order to analyze and rehabilitate the County's sanitary sewer systems. Elxsi Corp dba Cues, Inc. is the sole manufacturer, distributor, and installer for Cues vehicle inspection equipment and accessories.

Price reasonableness has been determined based on market research performed by price comparison through Florida Sheriff Association's Cooperative Contract #16-VEL24.0.



Interoffice Memorandum

January 6, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Kelly Steele, 9th Circuit Problem Solving Court Manager,
Court Administration

SUBJECT: Selection of Firm, Request for Proposals, Y17-131-LC,
Peer Support, Family Counseling and Healthcare
Navigation

RECOMMENDATION

Selection of Aspire Health Partners, Inc., to provide Peer Support, Family Counseling and Healthcare Navigation, Request for Proposals, Y17-131-LC for a 1-year term. Further request authority for the Procurement Division to renew the contract for two additional 1-year terms.

This item was evaluated by the Procurement Committee on January 4, 2017. Commissioner Victoria Siplin was assigned to the committee. Funding for this service is provided by the Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts (SAMHSA Treatment Drug Courts) grant in the amount of \$975,000 for the life of the project.

PURPOSE

To provide evaluation, case management and placement of substance abusing offenders into treatment as a condition of their criminal case for persons participating in the Orange County Adult Drug Court Program (OCADC).

DISCUSSION

The contract shall provide for the services of two peer support engagement specialists, one in-home family support specialist, one healthcare navigator and one part time data follow-up specialist for persons participating in OCADC. The peer support engagement specialists shall attach to the client at evaluation and shall ensure that the client is connected to all services that they need for successful participation in the program. The family support specialist shall conduct routine home visits to ensure the client's environment is conducive to achieving success and if not, recommend and assist in seeking change.

The family support specialist shall work with the client to access essential support services that he/she is lacking. These support services may include assistance with finding permanent housing, securing employment and/or training to aid in securing employment, accessing medical or behavioral healthcare, parenting support, etc. The healthcare navigator shall facilitate the health insurance application and enrollment process for eligible uninsured clients. The navigator shall also ensure that clients with health insurance are utilizing their existing benefits to the extent possible when receiving treatment services as part of OCADC. The data follow up specialist shall ensure that all required client level data is collected and reported in to the court case management system (DCCM) as directed by the OCADC office and federal grant data collection via GPRA and entry in to SAMHSA SAIS.

The judge reviews progress reports on each participant. Incidents of noncompliance are reported immediately to the judge, along with recommendations as to consequences to be imposed.

The proposed enhancements will serve a minimum of 75 individuals per year who are at highest risk for non-compliance as determined by the OCADC office, for a total of at least 225 individuals served over the three-year grant and contract term.

The Procurement Committee's evaluation is attached.


RFP#: Y17-131-LC, Adult Drug Court Program for Peer Support, Family Counseling and Healthcare Navigation	QUAL OF		QUAL OF		TECHNICAL		M/WBE		FEE		Welfare Workers	SDV Sub-Contractor Hires	SDV Prime Proposers	TOTAL
	STAFF		FIRM		APPROACH				PROPOSAL					
WEIGHT	10		40		20		10		20		5	10	5	
	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE				
Aspire Health Partners, Inc.	5.0	50	5.0	200	5.0	100	3	30	5	100				480.0



Interoffice Memorandum

December 14, 2016

To: Linda Carson, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

SUBJ: **RFP #Y17-131-LC, Adult Drug Court Program for Peer Support,
Family Counseling and Healthcare Navigation**

Below are the respondents to the subject RFP with their firm's certified sub-consultants and M/WBE participation score on a 1 – 5 rating:

1.	Aspire Health Partners		3 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	90%	
Bonus Points			
	Service-Disabled Veterans (SDV)	0	
	Welfare Recipients:	0	

Aheena Ferguson

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT

6


Interoffice




REAL ESTATE MANAGEMENT ITEM 1

DATE: January 20, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

**CONTACT
PERSON:** Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

**ACTION
REQUESTED:** APPROVAL AND EXECUTION OF LEASE BETWEEN G&C OC
INVESTORS, LLC AND ORANGE COUNTY AND DELEGATION OF
AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION
TO EXERCISE RENEWAL OPTIONS IF NECESSARY, FOR OFFICE
SPACE

PROJECT: Saratoga Building – Wraparound Orange
3165 McCrory Place, Suite 122
Orlando, Florida 32803

District 5

PURPOSE: To provide office space for Wraparound Orange system of care for youth
and families.

ITEM: Lease
Cost: Year 1 - \$50,385.40 per year
Year 2 - \$61,982.76 per year
Year 3 - \$63,537.48 per year
Year 4 - \$65,126.76 per year
Year 5 - \$66,750.60 per year
Size: 3,455 square feet
Term: 5 years
Option: Two, 60-month renewals

BUDGET: Account Number: 0001-043-0201-3620

APPROVALS: Real Estate Management Division
County Attorney's Office
Health Services Department
Risk Management Division

REMARKS: Wraparound Orange needs to relocate from its current space at Great Oaks Village. This new lease commences on March 1, 2017, and will expire February 28, 2022, with two options to renew.

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




Interoffice M


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
7

REAL ESTATE MANAGEMENT ITEM 2

DATE: January 19, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF WARRANTY DEED FROM ZANZIBAR PROPERTIES, LLC TO ORANGE COUNTY AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Zanzibar PD (APF Agreement)

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of road improvements as a requirement of an adequate public facilities agreement.

ITEM: Warranty Deed
Cost: Donation
Size: 32,493.56 square feet

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

REMARKS: This conveyance is a requirement of the Adequate Public Facilities Agreement for Zanzibar PD approved by the Board of County Commissioners (BCC) on December 3, 2013 and the First Amendment to Adequate Public Facilities Agreement for Zanzibar PD approved by the BCC on June 14, 2016.

Grantor to pay all closing costs and prorated 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 M


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
8

REAL ESTATE MANAGEMENT ITEM 3

DATE: January 19, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Kim Heim, Title Examiner 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF UTILITY EASEMENT AND TEMPORARY ACCESS AND UTILITY EASEMENT BETWEEN ARBOURS AT CROWN POINT, LLC AND ORANGE COUNTY AND SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY FROM P/R MORTGAGE & INVESTMENT CORP. AND U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND AUTHORIZATION TO RECORD INSTRUMENTS

PROJECT: Arbours At Crown Point
Permit: 14-U-107 OCU File #: 79626

District 2

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

ITEMS: Utility Easement
Cost: Donation
Size: 150 square feet

Temporary Access and Utility Easement
Cost: Donation
Size: 30,624 square feet
Term: Until replaced by a permanent platted easement

Subordination of Encumbrances to Property Rights to Orange County

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: Grantor to pay all recording fees.

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




Interoffice


1. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
9

REAL ESTATE MANAGEMENT ITEM 4

DATE: January 19, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Kim Heim, Title Examiner 
Real Estate Management Division

**CONTACT
PERSON:** Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

**ACTION
REQUESTED:** APPROVAL OF UTILITY EASEMENT BETWEEN SANANDO LA
TIERRA INTERNACIONAL, INC. ASSEMBLIES OF GOD F/K/A
SANANDO LA TIERRA INTERNACIONAL, INC. F/K/A CASA DE
ADORACION SANANDO LA TIERRA, INC. AND ORANGE
COUNTY, SUBORDINATION OF ENCUMBRANCE TO PROPERTY
RIGHTS TO ORANGE COUNTY FROM GOLDSTAR TRUST
COMPANY, AS TRUSTEE FOR THE BENEFIT OF THE
BONDHOLDERS OF SANANDO LA TIERRA INTERNACIONAL,
INC. ASSEMBLIES OF GOD AND HAPPY STATE BANK D/B/A
GOLDSTAR TRUST COMPANY, AS TRUSTEE FOR THE BENEFIT
OF THE BONDHOLDERS OF SANANDO LA TIERRA
INTERNACIONAL, INC. ASSEMBLIES OF GOD AND
AUTHORIZATION TO RECORD INSTRUMENTS

PROJECT: Sanando La Tierra International Assemblies of God
OCU Permit: B15902990 OCU File #: 82529

District 5

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

ITEMS: Utility Easement
Cost: Donation
Size: 1,419.08 square feet

Subordination of Encumbrance to Property Rights to Orange County

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: Grantor to pay all recording fees.

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

I. CONSENT AGENDA
COMMUNITY, ENVIRONMENTAL AND
DEVELOPMENT SERVICES
DEPARTMENT

1



Interoffice Mer

AGENDA ITEM

January 4, 2017

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

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

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

SUBJECT: February 7, 2017 – Consent Items
Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

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

<u>Case No.</u>	<u>Dist.#</u>	<u>Property Owner</u>	<u>Amount*</u>
LC 16-1058	1	COPELAND ALBERT L	\$ 495.62
LC 16-1152	1	14991 COLONIAL LLC	\$ 8,195.17
LC 16-0488	2	TAX LIEN STRATEGIES LP	\$ 1,235.21
LC 16-1042	2	KHANNA STACEY; KHANNA ASHOK K	\$ 262.62
LC 16-1102	2	CRANDON RAPHAEL	\$ 288.04
LC 16-1123	2	GRAY WALTER L JR	\$ 198.63
LC 16-1184	2	FRETT CAROLYN; FRETT VERNON	\$ 3,430.37
LC 16-1219	2	FEDERAL NATIONAL MORTGAGE ASSN	\$ 220.83
LC 16-1206	3	U S BANK N A	\$ 105.92
LC 16-1226	3	LINGE JOHN J; LINGE KRISSAYA	\$ 592.16
LC 17-0042	3	SHAFFER CLEON	\$ 299.85
LC 17-0132	3	PAGE MARGARET W	\$ 118.30
LC 17-0143	3	U S BANK N A TR	\$ 258.68

Page Two
February 7, 2017 – Consent Items
Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

<u>Case No.</u>	<u>Dist.#</u>	<u>Property Owner</u>	<u>Amount*</u>
LC 17-0145	3	HERNANDEZ GLORIA	\$ 741.81
LC 17-0233	3	NARVAEZ ANGELINA TORRES	\$ 209.46
LC 16-1229	4	CAMPBELL RICHARD ESTATE	\$ 142.61
LC 17-0093	5	VIZER AMOS; VIZER IRIT	\$ 202.04
LC 17-0146	5	THOMAS MISA M; THOMAS WILLIAM	\$ 3,287.04
LC 17-0147	5	BALLARD MATTHEW D; BALLARD JACKIE ESTATE	\$ 5,208.35
LC 17-0179	5	KLEIN MICHAEL	\$ 550.73
LC 16-0861	6	HAIMAN BARRY	\$ 223.98
LC 16-1076	6	FLORENCE E V; FLORENCE SAMMIE W	\$ 354.72
LC 16-1158	6	FIRST ORANGE REALTY INC	\$ 517.77
LC 16-1215	6	CIRCLE B LLC	\$ 283.79
LC 16-1218	6	BROWN ELLA M	\$ 239.55
LC 17-0020	6	TARPON IV LLC	\$ 293.32
LC 17-0061	6	ELORRE KALVINCENT	\$ 255.52
LC 17-0090	6	OWENS KATHY M	\$ 105.23
LC 17-0092	6	U S BANK NATIONAL ASSN	\$ 238.05
LC 17-0097	6	YAD ASSETS LLC	\$ 406.87
LC 17-0104	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 383.79
LC 17-0106	6	LYNCH MILLIE R	\$ 362.98
LC 17-0107	6	LYNCH HARWELL C ESTATE 1/6 INT; PHILLIPS ELVIS EUGENE 1/18 INT; LYNCH STANLEY RUFUS 1/30 INT; LYNCH JOHN CLEVELAND II 1/30 INT; ANGELINA TERRY LEE 1/30 INT; LYNCH DAVID MERRILL 1/30 INT; LYNCH FLOYD F 1/6 INT; PARKER TERESA LYNN 1/6 INT; LYNCH RONALD LYNN 1/30 INT; PHILLIPS GEORGE W 1/18 INT; DEAS REBECCA 1/18 INT; LYNCH ROBERT E 1/6 INT	\$ 538.85
LC 17-0110	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 383.72
LC 17-0113	6	MENDING HEARTS CHARITIES INC	\$ 154.05
LC 17-0125	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 373.37
LC 17-0127	6	JACOBS WILLIESTEINA	\$ 313.48
LC 17-0198	6	GONZALEZ-RODRIGUEZ NORMA I ESTATE	\$ 248.62
LC 17-0201	6	RAMVALES INVESTMENTS INC	\$ 386.77
LC 17-0202	6	DOUGLAS RESETTA; JOHNSON AUSEY JR; JOHNSON ROBERT	\$ 386.77

Page Three

February 7, 2017 – Consent Items

Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

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

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

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

JWW/BC:th



Interoffice Memorandum

AGENDA ITEM

January 6, 2017

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

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

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

SUBJECT: February 7, 2017 - Consent Item
Hold Harmless and Indemnification Agreement for
Richard and Carol Huff, 9945 Lake Georgia Drive,
Parcel ID 06-22-31-0000-00-073

The Environmental Protection Division is requesting approval of a Hold Harmless and Indemnification Agreement to allow for the construction of a private boat dock at an elevation below the required minimum floor height on Lake Georgia in Orange County (BD-16-07-084). This Agreement is required as a condition of the Board of County Commissioners approval of a boat dock variance to Section 15-342(d) (floor height) on November 29, 2016.

This agreement was reviewed by the County Attorney's Office and approved as to form.

ACTION REQUESTED: Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID No. 06-22-31-0000-00-073 by and between H. Richard Huff and Carol B. Huff and Orange County. District 5

JVW/LC: mg

Attachments

Prepared by:

H. Richard Huff and Carol B. Huff
9945 Lake Georgia Drive
Orlando, FL 32817

RECEIVED
O.C. ENVIRONMENTAL
PROTECTION DIVISION

2016 DEC -8 PM 1:06

HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
PARCEL ID No. 06-22-31-0000-00-073

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (the "Agreement") is made by and between H. RICHARD HUFF AND CAROL B. HUFF, as husband and wife whose mailing address is 9945 Lake Georgia Drive, Orlando, Florida 32817 (the "Homeowners"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (the "County").

WITNESSETH:

WHEREAS, the Homeowners hold fee simple title to the property located at 9945 Lake Georgia Drive, Orlando, Florida which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and vertical elevations depicted in Survey dated 8/31/2016 are referenced to NGVD 29 Datum; and

WHEREAS, Section 15-342(d), Article IX, Chapter 15, of the Orange County Code, requires that the floor elevation of all docks be a minimum of one (1) foot above the established control elevation or normal high water elevation; and

WHEREAS, the normal high water elevation ("NHWE") of Lake Georgia was approved by the Orange County Board of County Commissioners (the "Board") in 1983 at 59.5 feet; and

WHEREAS, historical water elevation data indicates that the NHWE of Lake Georgia has not been achieved since April of 1961 and that the current elevation is approximately 53.75 feet; and

WHEREAS, based upon the current water elevation data for Lake Georgia, the Homeowners sought a variance from the County to allow the construction of improvements to the existing dock (the "Improvements") one and one quarter (1.21) feet below the established NHWE for Lake Georgia, and two and one quarter (2.21) feet below the required minimum floor elevation; and

WHEREAS, the Homeowners were granted approval of the variance subject to the conditions ratified or established by the Board at its November 29, 2016 meeting, including, but not limited to the execution and recordation of an agreement to hold the County harmless from any damage, injury or destruction resulting from the variance approval; and

WHEREAS, since this Agreement will be executed and recorded in the Official Records of Orange County, this Agreement serves as notice that the Improvements may be constructed or may have been constructed below the required minimum floor elevation as authorized by a variance approved with conditions ratified or established by the Board at its meeting on November 29, 2016.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS in hand paid by Homeowners to County, the mutual agreements, benefits, obligations, covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. HOLD HARMLESS AND INDEMNIFICATION. The Homeowners, on behalf of themselves, and their successors, assigns, heirs, grantees, representatives, invites, and permittees, hereby assume sole and entire responsibility for any and all damages to property sustained as a result of the County's granting of the variance request on November 29, 2016. The Homeowners hereby release, indemnify, defend (with legal counsel acceptable to the County), and hold harmless the County, its Board members, officers, employees, contractors, agents, and elected and appointed officials from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial and appellate levels) of any kind or nature whatsoever, including without limitation damage to property, arising out of or related in any way to the activities or operations on or use of the Improvements resulting from the County's granting of the variance request on November 29, 2016.

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

4. AMENDMENT/TERMINATION. This Agreement may be amended or terminated only by express written instrument approved by the Board and the Homeowners.

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

6. RECORDATION. An executed original of the Agreement shall be recorded, at the Homeowners' expense, in the Official Records of Orange County, Florida.

7. EFFECTIVE DATE. This Agreement shall become effective on the date of execution by the County or the date of execution of the Homeowners, whichever is later.

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

(Official Seal)

COUNTY:

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Teresa Jacobs
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, County Comptroller
As Clerk to the Board

BY: _____
Deputy Clerk

Printed Name

Signed and sealed and delivered in our
presence as witnesses:

[Signature]

Print Name: DuVeri Dixon

[Signature]

Print Name: Borika Buha

[Signature]

Print Name: DuVeri Dixon

[Signature]

Print Name: Borika Buha

HOMEOWNERS?

By: [Signature]

H. Richard Huff

Date: 12/7/2016

By: [Signature]

Carol B. Huff

Date: 12/7/2016

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of December,
2016, by H. Richard Huff and Carol B. Huff, husband and wife, who are personally known to me
or who have produced Florida Driver Licenses as identification.

[Signature]

Notary Public, State of Florida
My commission expires: 10/27/17
(Seal)

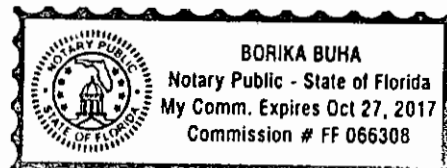


EXHIBIT "A"

LEGAL DESCRIPTION

Parcel Identification No.

06-22-31-0000-00-073

being the lands conveyed by that certain Warranty Deed recorded in Official Records Book 2926, Page 641, of the Public Records of Orange County, Florida, described as follows:

From the Southeast corner of the Northeast quarter of the Southeast quarter of Section 6, Township 22 South, Range 31 East, run North 2 degrees 40 minutes East along the East line of said Section 6, a distance of 60 feet to the North right of way line of a county road, thence South 66 degrees 02 minutes, West 352.8 feet along the Northerly right of way line of said County Road to the P.C. of a curve to the right which has a central angle of 40 degrees 11 minutes and a radius of 516.77 feet, thence along the arc of said curve a distance of 362.43 feet, thence North 73 degrees 47 minutes West along the Northerly right of way line of said County Road a distance of 315.78 feet to the P.C. of a curve to the right which has a central angle of 62 degrees 15 minutes 40 seconds and a radius of 170.34 feet, thence along the arc of said curve a distance of 185.1 feet, thence North 11 degrees 31 minutes 20 seconds West along the Easterly right of way line of said County Road a distance of 345.18 feet to the Point of Beginning; run thence North 11 degrees 31 minutes 20 seconds West 100 feet, thence North 78 degrees 28 minutes 40 seconds East 666.72 feet, thence South 102.05 feet, thence South 78 degrees 28 minutes 40 seconds West 646.34 feet to the Point of Beginning.



Interoffice Memo

AGENDA ITEM

January 17, 2017

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

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

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

**SUBJECT: February 7, 2017- Consent Item
Agreements for Capital Improvements Projects
and Rental Housing Rehabilitation**

On August 2, 2016, the Board of County Commissioners approved Orange County's 2016-2017 Action Plan for housing and community development projects and activities. The Action Plan was subsequently forwarded to the United States Department of Housing and Urban Development (HUD) for approval. The Action Plan utilizes some of the Community Development Block Grant (CDBG) to support capital improvements including renovations of public facilities and rehabilitation of affordable multifamily housing projects.

To comply with HUD regulations and efficiently implement the projects and activities, Project Administration Agreements with nonprofit agencies are being submitted for approval. The agreements have been reviewed by the County Attorney's Office as to form. A list of the agreements with the amount funded for each agency is attached. The term of each agreement will be for the fiscal year beginning October 1, 2016 through September 30, 2017. The agreements will be submitted separately.

A file labeled "BCC Agenda Backup" and all supporting documentation are in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

ACTION REQUESTED: Approval and execution of Agreements between Orange County, Florida and nonprofit agencies utilizing The Community Development Block Grant under Orange County's 2016-2017 Action Plan. All Districts

JVW/MG/er
Attachments

COMMUNITY DEVELOPMENT BLOCK GRANT

CAPITAL IMPROVEMENT PROJECTS

Rehabilitation of Public Facilities

Life Concepts Inc., dba Quest, Inc.	\$ 100,000
Pathways Drop-In Center, Inc.	\$ 80,000
Jewish Family Services of Greater Orlando, Inc.	\$ 75,804
Subtotal	\$ 255,804

HOUSING PROJECTS

Rental Housing Rehabilitation

Grand Avenue Economic Community Development Corp.	\$ 296,675
Subtotal	\$ 296,675

TOTAL	<u>\$ 552,479</u>
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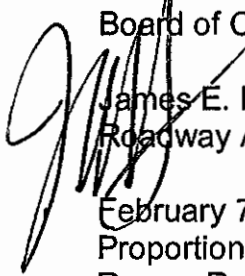


Interoffice Memorandum

AGENDA ITEM

January 17, 2017

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

FROM:  James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee

SUBJECT: February 7, 2017 – Consent Item
Proportionate Share Agreement Reams Road Property PD
Reams Road: From Center Drive to Taborfield Avenue

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Reams Road Property PD on Reams Road: from Center Drive to Taborfield Avenue ("Agreement") by and between Mattamy Orlando LLC and Orange County for a proportionate share payment in the amount of \$222,663. Under the terms of the Right of Way Conveyance and Adequate Public Facilities Agreement, which was approved by the Board of County Commissioners on March 18, 2016, and recorded at Document Number 20160137846, the Owners are dedicating the right of way at a value of \$39,375 and may receive an offset of \$39,375 against their proportionate share payment rather than receiving any transportation impact fee credits for the conveyance. This offset will reduce the amount of the proportionate share payment to \$183,288. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate capacity deficiencies by entering into a Proportionate Share Agreement and contributing a proportionate share payment. The Proportionate Share Payment is due within 30 days of the effective date of this Agreement. The Agreement follows the recommendations of the Roadway Agreement Committee providing for the mitigation of road impacts on Reams Road for 21 deficient trips on the road segment from Center Drive to Taborfield Avenue in an amount of \$10,603 per trip.

The Roadway Agreement Committee approved the Proportionate Share Agreement on July 20, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

Page Two
February 7, 2017 – Consent Item
Proportionate Share Agreement Reams Road Property PD
Reams Road: From Center Drive to Taborfield Avenue

If you have any questions, please feel free to contact me at 407-836-5610.

ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for Reams Road Property PD Reams Road: From Center Drive to Taborfield Avenue by and between Mattamy Orlando LLC and Orange County for a proportionate share payment in the amount of \$183,288. District 1

JEH/HEGB:rep

Attachment

This instrument prepared by
and after recording return to:

Juli Simas James, Esquire
SHUTTS & BOWEN LLP
300 S. ORANGE AVE., SUITE 1000
ORLANDO, FL 32801

Parcel ID Number(s): 35-23-27-0000-00-013
35-23-27-0000-00-015
34-23-27-0000-00-035
02-24-27-0000-00-005

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**PROPORTIONATE SHARE AGREEMENT FOR
REAMS ROAD PROPERTY PD**

Reams Road: From Center Drive to Taborfield Avenue

This Proportionate Share Agreement (the "**Agreement**") effective as of the latest date of execution (the "**Effective Date**") is made and entered into by and between MATTAMY ORLANDO LLC, a Delaware limited liability company ("**Owner**"), whose mailing address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32810, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("**County**"), whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393.

WHEREAS, Owner is the owner of fee simple title to certain real property, as more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, the Property is located in County Commission District #1 and the proceeds of the PS Payment, as defined herein, will be allocated to Reams Road; and

WHEREAS, Owner intends to develop the Property as a residential subdivision consisting of 47 Single-Family residential units and 114 Townhome residential units (the "**Project**"); and

WHEREAS, Owner received a letter from County dated June 13, 2016 stating that Owner's Capacity Encumbrance Letter ("**CEL**") application #15-05-034 for the Project was denied; and

WHEREAS, the Project will generate 21 deficient PM Peak Hour trips (the "**Excess Trips**") for the deficient roadway segment on Reams Road from Center Drive to Taborfield

Avenue (the “**Deficient Segment**”), and 0 PM Peak Hour trips were available on the Deficient Segment on the date the CEL was denied, as further described in Exhibit “B” hereto; and

WHEREAS, the Excess Trips will cause the Deficient Segment to operate below adopted Level of Service standards and, therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segment through the current anticipated Project buildout is Two Hundred Twenty-Two Thousand Six Hundred Sixty-Three and No/100 Dollars (\$222,663.00) (the “**PS Payment**”); and

WHEREAS, Owner and County have also agreed that Owner shall receive a credit against the PS Payment in the amount of Thirty-Nine Thousand Three Hundred Seventy-Five and No/100 Dollars (\$39,375.00) (the “**PS Payment Credit**”), representing the value of the “Conveyed Lands” conveyed or to be conveyed by Owner to County pursuant to that certain Right of Way Conveyance and Adequate Public Facilities Agreement for Reams Road Property PD entered into by and between the Owner and County recorded on March 18, 2016 as Instrument No. 20160137846;

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

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

Section 2. Issuance of Capacity Encumbrance Letter.

(a) **Calculation of PS Payment:** Prior to the application of the PS Payment Credits, the amount of the PS Payment for the Deficient Segment described in Exhibit “B,” attached hereto and incorporated herein by reference, totals Two Hundred Twenty-Two Thousand Six Hundred Sixty-Three and No/100 Dollars (\$222,663.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips constitute the Project’s impact on the aforementioned Deficient Segment based upon (i) Owner’s Traffic Study titled “Mattamy Reams Property Traffic Impact Analysis” prepared by Traffic & Mobility Consultants on April 19, 2016 for Mattamy Homes (the “**Traffic Study**”), and incorporated herein by this reference, and (ii) upon calculations described in Exhibit “B.” The Traffic Study was accepted by the Orange County Transportation Planning Division on June 3, 2016, and is on file and available for inspection with that Division (CMS #2015034). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the

Owner is required to pay through the buildout of the Project as proportionate share mitigation for impacts of the Project upon roadways impacted by the Project within Orange County's jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to the Deficient Segment or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of and agreement regarding the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

(b) *Timing of PS Payment.* Within thirty (30) days following the Effective Date, Owner shall deliver a check to County in the amount of One Hundred Eighty-Three Thousand Two Hundred Eighty-Eight and No/100 Dollars (\$183,288.00) as the balance of the PS Payment due after adjustment for the PS Payment Credit. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Community, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segment. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within thirty (30) days of the Effective Date, this Agreement shall become null and void.

(c) *Project Development.* Recordation of a subdivision plat or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.

(d) *Increase in Project Trips.* Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segment or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.

(e) *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that, based upon Owner's commitment to pay the PS Payment

as required herein and absent any change in the Project increasing the number of trips as set forth in subparagraph 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segment are actually constructed. Provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

Section 3. Transportation Impact Fee Credits. County and Owner agree that Owner shall receive transportation impact fee credits on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, and as more particularly described in Exhibit "B" attached hereto. County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees.

In the event the amount of transportation impact fee credits exceeds the amount of transportation impact fees due in connection with the Project, Owner shall have the right to assign such excess transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time. Owner acknowledges and agrees that such excess transportation impact fee credits may only be used in transportation impact fee zone 4.

Section 4. No Refund. The PS Payment (including any reservation fees paid with the PS Payment) is non-refundable.

Section 5. Notice. With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to

such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner: Mattamy Orlando LLC
Attn: Alex Martin, Division President
1900 Summit Tower Blvd., Suite 500
Orlando, Florida 32810

With a copy to: Mattamy Homes
Attn: ~~Thomas P. C. McCarthy, P.E.~~ Drew Abel
VP Land Orlando Division
1900 Summit Tower Blvd., Suite 500
Orlando, Florida 32810

and

Mattamy Homes
Attn: Leslie C. Candes, Esq.
Chief Legal Counsel-US
1900 Summit Tower Blvd., Suite 500
Orlando, Florida 32810

and

Shutts & Bowen LLP
Attn: Juli Simas James, Esq.
300 S. Orange Ave., Suite 1000
Orlando, Florida 32801

As to County: Orange County Administrator
P. O. Box 1393
Orlando, Florida 32802-1393

With a copy to: Orange County Community, Environmental, and Development
Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Orange County Community, Environmental, and Development
Services Department
Manager, Transportation Planning Division
4200 South John Young Parkway
Orlando, Florida 32839

Orange County Community, Environmental, and Development
Services Department
Manager, Planning Division
201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Section 6. Covenants Running with the Property. This Agreement shall be binding and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

Section 7. Recordation of Agreement. The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days after the Effective Date.

Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.

Section 9. Specific Performance. County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 10. Attorney Fees. In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

Section 11. Construction of Agreement; Severability. Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Section 12. Amendments. No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

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

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

"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print Name: _____

WITNESSES:

Keith Trace

Print Name: KEITH TRACE

Hema Carissa Dass

Print Name: HEMA CARISSA DASS

Keith Trace

Print Name: KEITH TRACE

Hema Carissa Dass

Print Name: HEMA CARISSA DASS

"OWNER"

MATTAMY ORLANDO LLC, a Delaware
limited liability company

By: Alex Martin
Alex Martin, Vice President

By: Leslie C. Candes
Leslie C. Candes, Vice President

Date: SEPTEMBER 28, 2016

STATE OF FLORIDA
COUNTY OF ORANGE

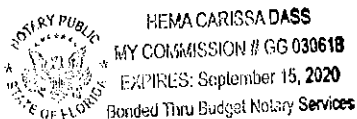
SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Alex Martin, as Vice President of MATTAMY ORLANDO LLC, a Delaware limited liability company, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 28th day of SEPTEMBER, 2016. He is personally known to me or has produced (type of identification) as identification and did (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of SEPTEMBER, 2016.

Hema Carissa Dass
NOTARY PUBLIC

Print Name: HEMA CARISSA DASS

My Commission Expires: 9/15/2020



STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Leslie C. Candes, as Vice President of MATTAMY ORLANDO LLC, a Delaware limited liability company, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 28th day of SEPTEMBER, 2016. She is personally known to me or has produced _____ (type of identification) as identification and did did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of SEPTEMBER, 2016.

Hema Carissa Darr
NOTARY PUBLIC

Print Name: HEMA CARISSA DASS

My Commission Expires: 9/15/2020

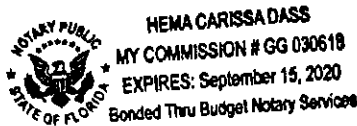


Exhibit "A"

"Reams Road Property Pd"

Parcel ID: 35-23-27-0000-00-013
35-23-27-0000-00-015
34-23-27-0000-00-035
02-24-27-0000-00-005

Legal Description and Sketch of Description:

(See attached)

LEGAL DESCRIPTION THIS IS NOT A SURVEY

A TRACT OF LAND LYING IN SECTION 2, TOWNSHIP 24 SOUTH, RANGE 27 EAST AND ALSO LYING IN SECTIONS 34 AND 35, TOWNSHIP 23 SOUTH, RANGE 27 EAST, BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1348, PAGE 202, OFFICIAL RECORDS BOOK 1601, PAGE 1703, OFFICIAL RECORDS BOOK 9870, PAGE 9296 AND OFFICIAL RECORDS BOOK 10343, PAGE 2625 ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE RUN SOUTH 89°47'18" WEST, ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 1025.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10343, PAGE 2625, THENCE RUN NORTH 36°05'57" EAST, ALONG THE WESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 10343, PAGE 2625, A DISTANCE OF 2192.45 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 10343, PAGE 2625, LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REAMS ROAD, ACCORDING TO PLAT BOOK 3, PAGE 85 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 54°41'27" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 1505.62 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9870, PAGE 9296; THENCE RUN ALONG THE EASTERLY LINE OF SAID OFFICIAL RECORDS BOOK 9870, PAGE 9296, SOUTH 36°38'07" WEST, 1113.57 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9870, PAGE 9296, SAID POINT ALSO LYING ON THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 1348, PAGE 202, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE RUN ALONG SAID NORTH LINE OF OFFICIAL RECORDS BOOK 1348, PAGE 202 AND ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35, NORTH 89°48'35" EAST, 1811.00 FEET TO THE NORTH QUARTER CORNER OF THE SAID SECTION 2; THENCE RUN ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, SOUTH 89°59'45" EAST, 99.54 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1348, PAGE 202, SAME POINT LIES ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REAMS ROAD; THENCE RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES: SOUTH 54°41'27" EAST, 5.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1222.55 FEET, A CENTRAL ANGLE OF 117°1'33", AN ARC LENGTH OF 238.84 FEET, A CHORD LENGTH OF 238.46 FEET AND A CHORD BEARING OF SOUTH 49°05'40" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 43°29'54" EAST, 190.48 FEET TO THE SOUTHEASTERN MOST CORNER OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1348, PAGE 202; THENCE RUN ALONG THE SOUTHERLY LINE OF SAID LANDS THE FOLLOWING COURSES: SOUTH 50°09'24" WEST, 115.67 FEET; SOUTH 70°59'10" WEST, 340.12 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE RUN SOUTH 00°05'22" WEST, ALONG SAID EAST LINE, 179.73 FEET; THENCE RUN SOUTH 89°47'13" WEST, ALONG THE SOUTH LINE OF OFFICIAL RECORDS BOOK 1348, PAGE 202, A DISTANCE OF 2649.94 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT LIES ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE RUN NORTH 00°02'08" EAST, ALONG SAID WEST SECTION LINE AND THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1348, PAGE 202, A DISTANCE OF 654.95 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 100.270 ACRES MORE OR LESS.

SHEET 1 OF 3
SEE SHEETS 2-3 OF 3
FOR SKETCH OF DESCRIPTION



16 EAST PLANT STREET
Maitland, Florida 32751 (407) 624-5753

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID UNLESS SIGNED WITH AN ENGRAVED SURVEYOR'S SEAL.
2. BEARINGS SHOWN HEREON ARE ASSIGNED AND BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 35 TOWNSHIP 23 SOUTH, RANGE 27 EAST, BEING NORTH 89°48'35" EAST.
3. THE LEGAL DESCRIPTION WAS PREPARED WITHOUT DEDUCTION OF TITLE.
4. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.
5. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUMENT.

JOB NO. 20140012

DATE 08/26/2015

SCALE 1"=400'

FILED BY N/A

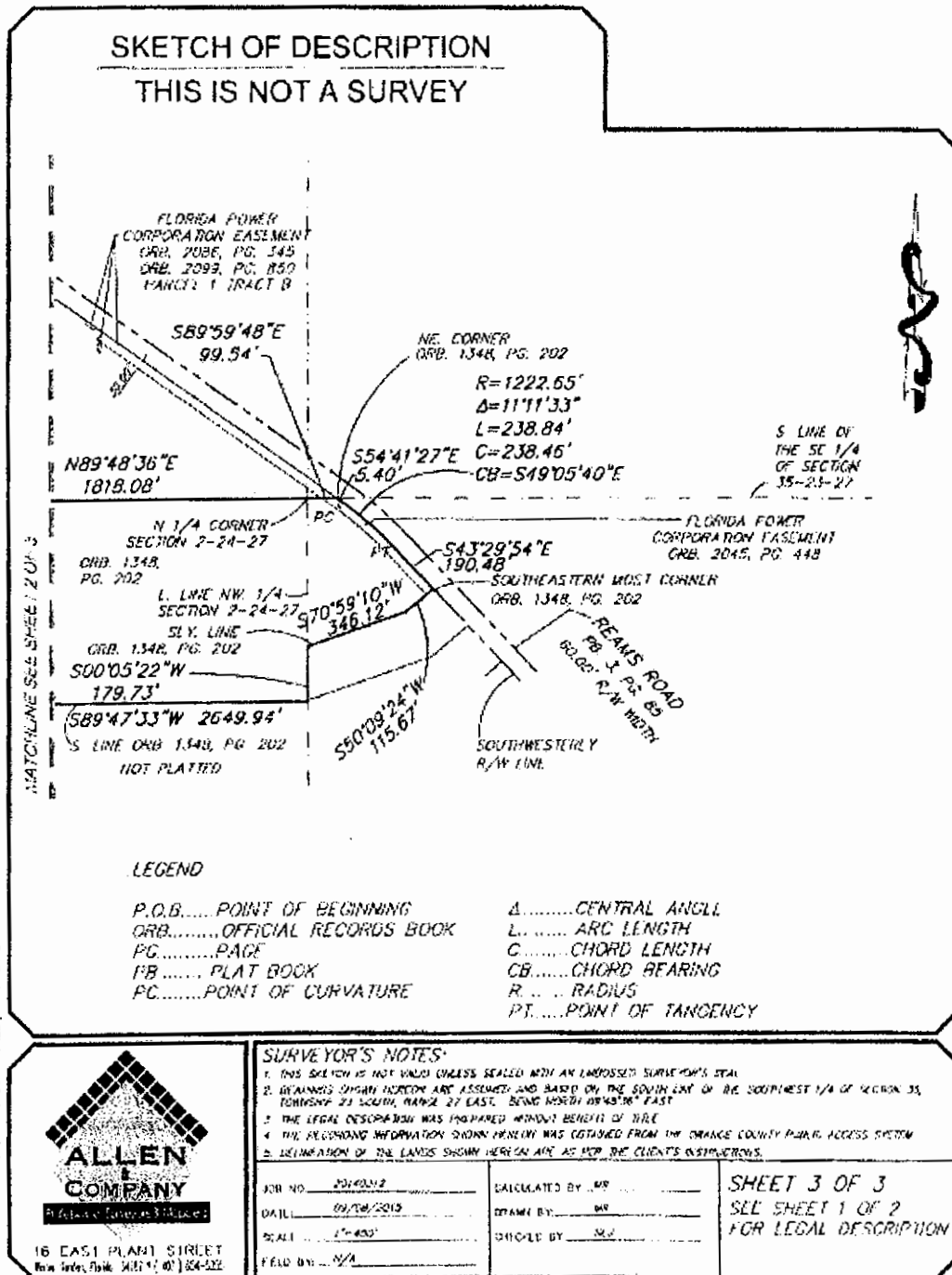
ENLIGHTENED BY: AM

DRAWN BY: AM

CHECKED BY: SM

FOR THE LICENSED BUSINESS NOTED BY:

JAMES L. PICKMAN, P.S.M. 00033



Log of Project Contributions
Reams Road (Center Dr. to Taborfield Ave)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Reams Road	Center Drive	Taborfield Ave	1.20	E	880	Widen from 2 to 4 lanes	2,000	1,120	\$11,875,200	\$10,603

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Reams Road	Center Drive	Taborfield Ave	1.20	E	880	689	2,000	1,120	\$7,305,369

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Reams Road	Center Drive	Taborfield Ave	1.20	E	880	2,000	1,120	689	431	\$4,569,831	\$10,603

Updated:

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	March-17-2016	Existing plus Committed	689	\$7,104,010
		Fitelson	1	\$12,112
		Taborfield	9	\$95,427
		Blind Storage	9	\$93,618
				\$0
				\$0
				\$0
				\$0
				\$0
		Backlogged Totals:	689	\$7,305,467
Proposed			0	\$0
				\$0
				\$0
				\$0
				\$0
				\$0
		Totals:	689	\$7,305,467

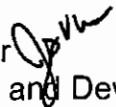


Interoffice Memorandum

AGENDA ITEM

January 17, 2017

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

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

CONTACT PERSON: Renzo Nastasi, AICP, Manager
Transportation Planning Division
Community, Environmental and Development
Services Department
(407) 836-8072

SUBJECT: February 7, 2017 – Consent Item
Memorandum of Agreement between Orange County and the
State of Florida Department of Transportation (UCF/Alafaya
Trail Pedestrian Safety Study)

The Orange County Community, Environmental, and Development Services Department and the Public Works Department have partnered with the Florida Department of Transportation (FDOT) and the University of Central Florida (UCF) to conduct and complete the UCF/Alafaya Trail Pedestrian Safety Study (the "Study"). This Study is an INVEST Program project intended to evaluate both challenges and opportunities to improve bicycle/pedestrian safety within the Study corridor. County staff and FDOT officials have negotiated a *Memorandum of Agreement between Orange County and the Florida Department of Transportation*, which provides for understandings between the parties relative to Study-recommended improvements within the right-of-way of Alafaya Trail (SR 434). County, UCF, and FDOT staff will continue to work together to refine the recommended improvements during design, and construction will be funded through a partnership between Mayor Jacobs' INVEST Program and contributions from UCF and FDOT.

ACTION REQUESTED: Approval and execution of Memorandum of Agreement Orange County, Florida and the State of Florida, Department of Transportation (UCF Area Pedestrian Safety Study). District 5

JVW/RN:aw
Attachments

MEMORANDUM OF AGREEMENT

and

(UCF Area Pedestrian Safety Study)

This Memorandum of Agreement (the “MOA”), effective as of the latest date of execution (the “Effective Date”), is entered into by and among the **State of Florida Department of Transportation**, an executive agency of the State of Florida having a business address located at 719 South Woodland Boulevard, DeLand, Florida, 32720 (“FDOT”) and **Orange County**, a charter county and political subdivision of the State of Florida having a business address at P.O. Box 1393, Orlando, FL 32802-1393 (“Orange County”).

WHEREAS, Orange County, in coordination with FDOT and The University of Central Florida (“UCF”), conducted that certain UCF Area Pedestrian Safety Study (the “Study”) to evaluate bicycle and pedestrian safety within the UCF area; and

WHEREAS, the Study has been completed , and Orange County has accepted the final report (the "Study Report"), which is on file at the Orange County Transportation Planning Divisions and contains recommendations for various safety measures relative to intersections, mid-block crossings, driveways, and minor roadways as well as general pedestrian safety improvements along the corridors as are referred to herein; and

WHEREAS, the Study Area, as depicted on Figure 1-1, page 1-2 of the Study, attached and incorporated herein as Exhibit “A,” is comprised of the following Study corridors: (i) that 2.6-mile segment of Alafaya Trail (aka SR 434) from McCulloch Road to Challenger Parkway (the “Alafaya Trail Segment”), (ii) that 1-mile segment of University Boulevard from Rouse Road to Alafaya Trail (the “University Boulevard Segment”), and (iii) that 1-mile segment of McCulloch Road from Alafaya Trail to North Orion Boulevard (the “McCulloch Road Segment”); and

WHEREAS, the Alafaya Trail Segment, State Road 434, is a right-of-way under the jurisdiction of FDOT; the University Boulevard Segment is a right-of-way under the jurisdiction of Orange County; and the McCulloch Road Segment is a right-of-way under the jurisdictions of both Orange County and Seminole County, Florida (“Seminole County”), with maintenance being the responsibility of Seminole County pursuant to an interlocal agreement between Seminole County and Orange County; and

WHEREAS, upon completion of preliminary design and final design plans, if sidewalks and standard landscaping are to be installed and constructed within FDOT's right-of-way of State Road 434, the Department has committed, subject to conditions set forth herein, to maintaining or funding the maintenance of the standard landscaping and sidewalk area within the Alafaya Segment; and

WHEREAS, UCF is willing to donate certain rights-of-way along Alafaya Trail, State Road 434 section, to the Department, free and clear of any and all other interests or encumbrances, for expansion of the existing sidewalk, and, subject to conditions set forth herein, FDOT is willing to contribute funds toward installation of such expanded sidewalk and to maintain the completed sidewalk; and

WHEREAS, the parties, subject to the terms and conditions set forth herein and subject to availability of funding now and in the future, and desire to establish a common understanding and approach to accomplishing these improvements and establish an understanding of future maintenance responsibilities.

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

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein as a material part of this MOA.

Section 2. Recommendations recognized by the parties. The parties hereby recognize the following pedestrian/bicycle safety improvements were identified in the Study Report:

A. Intersection Improvements at five (5) major intersections ("Major Intersections") as listed herein:

- 1) Alafaya Trail at Research Parkway
- 2) Alafaya Trail at Central Florida Boulevard
- 3) Alafaya Trail at University Boulevard
- 4) Alafaya Trail at Gemini Boulevard
- 5) University Boulevard at Quadrangle Boulevard

B. Mid-block crossings at two (2) locations within the Study Area as listed herein:

- 1) Alafaya Trail near Salon Drive
- 2) University Boulevard near Turbine Drive

C. Pedestrian safety enhancements and treatments along thirteen (13) minor roadways and driveways as listed herein:

- 1) University Boulevard at Wawa Driveway

- 2) University Boulevard at 4Rivers Driveway
- 3) University Boulevard at Systems Way
- 4) University Boulevard at Plaza on University Driveway
- 5) University Boulevard at Driveway between Plaza on University and Alafaya Trail
- 6) Alafaya Trail at Collegiate Way
- 7) Alafaya Trail at Driveway immediate after Collegiate Way
- 8) Alafaya Trail at Pasteur Drive
- 9) Alafaya Trail at Darwin Drive
- 10) Alafaya Trail at Mendel Drive
- 11) Alafaya Trail at Walden Woods Drive
- 12) Alafaya Trail at Alafaya Commons Circle
- 13) Alafaya Trail at MacKay Boulevard

D. General pedestrian safety improvements and enhancements throughout the Study corridors, including pedestrian lighting, UCF/pedestrian-scale branding/way-finding signage, and evaluation of possible expansions to the existing LYNX bus and UCF shuttle services.

Section 3. Commitments by Orange County. County commits to the following improvements as described herein:

A. County shall, utilizing County for the west side and UCF funding for the east side, construct and install improvements at four Major Intersections along the Alafaya Trail Segment as listed herein:

- Alafaya Trail at University Boulevard
- Alafaya Trail at Gemini Boulevard
- Alafaya Trail at Research Parkway
- Alafaya Trail at Central Florida Boulevard

Intersection improvements may include, but shall not be limited to, increased pedestrian landing pads, pedestrian lighting, reduced curb radii, textured/colorized pavement crosswalks, signalization upgrades (including new mast arms, if applicable, appropriate and authorized), mobilization, maintenance of traffic, and milling and resurfacing of roadway approaches.

B. Utilizing funding from UCF and subject to the Department's jurisdiction and control over State Road 434, including the Department's review processes, the County, shall consider, installation of two signalized mid-block crosswalks (which may include

pedestrian lighting and textured/colored crosswalks) within the Study Area as listed herein:

- Alafaya Trail near Salon Drive
- University Boulevard near Turbine Drive

C. If the signalized mid-block crossings are requested by the County, and after review by the Department the signalized mid-block crossings are permitted by the Department, the County shall, subject to permit conditions and approval, construct two signalized mid-block crosswalks at County expense.

Section 4. Commitments by FDOT. FDOT commits to timely review all plans and work requested to be performed on improvements within State Road 434 right of way. If the Department's review process leads to the Department being willing to issue a permit, any such permits will be issued at no cost to Orange County. Additionally, FDOT agrees to consider:

A. Installing and maintaining pedestrian scale lighting along the west side of the State Road 434, Alafaya Trail Segment.

B. Maintaining and funding the installation of, sidewalks and standard traffic-related signage within the FDOT right-of-way of State Road 434 along both the west and east sides of the Alafaya Trail Segment. Any such sidewalk constructed by the Department within State Road 434 right-of-way will be maintained by the Department.

Nothing herein shall be deemed to be a commitment by the Department to the payment of funds nor a commitment to issue a permit or to otherwise allow changes, improvements, or modifications of State Road 434. Said funding, permit issuance, or agreement to allow changes, improvements, or modifications will require a binding, written agreement by the Department.

The Department's performance and obligation to pay under this agreement is contingent upon annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the Department for any of the commitments made herein or for the Project, this Agreement may be terminated, which shall be effective upon the Department giving notice to the parties hereto to that effect.

Additionally, pursuant to Section 339.135(6)(a), Florida Statutes, the Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent

the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.

Section 5. Mutual Cooperation regarding landscaping. If necessary, the parties will mutually amend that certain Master Agreement between County of Orange and the Florida Department of Transportation for State Road Right-of-Way Landscape Maintenance (the "Landscaping Agreement"), as amended, to address County's additional responsibility along the Alafaya Trail Segment between University Boulevard and McCulloch Road.

Section 6. Validity. Orange County and FDOT each represents to the other its authority and power under Florida Law to enter into this MOA, acknowledges the validity and enforceability of this MOA, and waives any future right of defense based on any claim of illegality, invalidity, or unenforceability of any nature.

Section 7. Effective Date. This MOA shall take effect upon the date of the last signature.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement on
dates set forth below.

ORANGE COUNTY
BY: BOARD OF ORANGE COUNTY COMMISSIONERS

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____, 2017

Attest: Phil Diamond, Orange County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Printed Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

Name: Frank O'Dea

Title: Director of Transportation Production

Date: _____, 2017

Attest: _____
Executive Secretary

Legal Review: _____

Exhibit A

Depiction of Study Area





Interoffice Memorandum

I. CONSENT AGENDA
FAMILY SERVICES
DEPARTMENT

1

January 10, 2017

AGENDA ITEM

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

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

SUBJECT: Florida Department of Children and Families
Application for a License to Operate a Child Care Facility
BCC Meeting 2/7/17 Consent Agenda/District 4

The Head Start Division requests Board approval of the application for a renewal license between Florida Department of Children and Families and Orange County. This license will allow the Head Start Program to provide comprehensive early childhood development for preschool children and support to their families at East Orange Head Start. The effective date of this license is from April 14, 2017 through April 14, 2018. The license fee of \$100 will be paid with Head Start funds.

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

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

SH/kp

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



APPLICATION FOR A LICENSE TO OPERATE A CHILD CARE FACILITY

PLEASE TYPE OR PRINT LEGIBLY
USING BLUE OR BLACK INK

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

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

SECTION 1 PROGRAM INFORMATION (THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY)

Application Type (Choose One): <input type="checkbox"/> Initial <input checked="" type="checkbox"/> *Renewal Year <u>2017</u> <input type="checkbox"/> Change of Ownership <input type="checkbox"/> Revision of Existing License			
Name of Facility as it is to appear on license: <u>East Orange Head Start</u>		Telephone Number (including area code): <u>(407) 254-9713</u>	
		Alternate Telephone Number: ()	
Street Address of Facility (physical address): <u>12050 East Colonial Drive</u>	City: <u>Orlando</u>	County: <u>Orange</u>	Zip Code: <u>32826</u>
Mailing Address of Facility, if different (include city and zip code): <u>2100 E. Michigan Street</u>		<u>Orlando</u> <u>32806</u>	
E-Mail Address: <u>Anabel.Supulveda@ocfl.net</u>	E-Mail: <input type="checkbox"/> Do Not Have E-Mail <input type="checkbox"/> Do Not Wish to Provide	Fax Number (including area code): <u>(407) 249-6117</u>	
Is this facility located in or adjacent to the home of the owner/operator? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, all household members must be identified and background screening completed. Please attach a list of family members with their names and dates of birth.		Maximum Capacity: <u>296</u>

Days and Hours of Operation – please check AM or PM as applicable:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<input type="checkbox"/> 24 hour care	<input checked="" type="checkbox"/> AM	<input checked="" type="checkbox"/> AM	<input checked="" type="checkbox"/> AM	<input checked="" type="checkbox"/> AM	<input checked="" type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM
Opening Time: <u>7:30</u>	<input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM
	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM
Closing Time: <u>5:30</u>	<input checked="" type="checkbox"/> PM	<input checked="" type="checkbox"/> PM	<input checked="" type="checkbox"/> PM	<input checked="" type="checkbox"/> PM	<input checked="" type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM

Months of Operation: ☐ School Year Only ☒ 12 months ☐ Other

Check all service options that apply:

Full Day <input checked="" type="checkbox"/>	Half Day <input type="checkbox"/>	Drop-In <input type="checkbox"/>	Night Care <input type="checkbox"/>	Before School <input type="checkbox"/>
After School <input type="checkbox"/>	Weekend <input type="checkbox"/>	Infant Care (0-1) <input type="checkbox"/>	Food Served: <input checked="" type="checkbox"/>	Transportation <input type="checkbox"/>

Program operated as a: (Check Only One) <input checked="" type="checkbox"/> Child Care Facility OR <input type="checkbox"/> School-Age Child Care Program

SECTION 2 OWNERSHIP TYPE (CHECK ONE)

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

SECTION A: INDIVIDUAL OWNERSHIP – NOT INCORPORATED (Special Instructions: One owner)

Name (First Middle and or Maiden Last):			
Date of Birth:		Social Security Number*:	
Home Address:		City:	State: Zip Code:
Telephone Number (including area code): ()			

Background screening of owners, operators, and directors who by definition are child care personnel is required by 402.305(2). Social security numbers are also used for identification purposes when performing the background screening required by 402.305, and 402.308, F.S.

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

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

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

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

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

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

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

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

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

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

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

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

☒ Yes ☐ No If yes, where, what type of license, license number, and under what name? Florida Child Care License.
No. C090R0207, East Orange Head Start

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

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

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

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

Signature of Owner or Organization's Designated Representative

Date

Teresa Jacobs, Orange County Mayor

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

Name: (Please Print)

Khadija Pirzadeh, Contract Administrator, Head Start Division

Telephone number including area code:

(407) 836-8912

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

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

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

(Check one)

☐ Affiant personally known to notary

OR

☐ Affiant produced identification

Type of identification produced: _____

Do Not Write Below this Line – Official Use Only

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

Interoffice Memorandum



AGENDA ITEM

January 10, 2017

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

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

SUBJECT: Florida Department of Children and Families
Application for a License to Operate a Child Care Facility
BCC Meeting 2/7/17 Consent Agenda/District 6

The Head Start Division requests Board approval of a renewal license between Florida Department of Children and Families and Orange County. This license will allow the Head Start Program to provide comprehensive early childhood development for preschool children and support to their families at Lila Mitchell Head Start. The effective date of this license is from April 10, 2017 through April 10, 2018. The license fee of \$100 will be paid with Head Start funds.

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

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

SH/kp

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



APPLICATION FOR A LICENSE TO OPERATE A CHILD CARE FACILITY

PLEASE TYPE OR PRINT LEGIBLY
USING BLUE OR BLACK INK

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

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

SECTION 1: PROGRAM INFORMATION (THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY)							
Application Type (Choose One): <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Renewal Year 2017 <input type="checkbox"/> Change of Ownership <input type="checkbox"/> Revision of Existing License							
Name of Facility as it is to appear on license: Lila Mitchell Head Start					Telephone Number (including area code): (407) 254-9494		
					Alternate Telephone Number: ()		
Street Address of Facility (physical address): 5151 Raleigh Street				City: Orlando		County: Orange	Zip Code: 32811
Mailing Address of Facility, if different (include city and zip code): 2100 E. Michigan Street Orlando 32806							
E-Mail Address:				E-Mail: <input type="checkbox"/> Do Not Have E-Mail <input type="checkbox"/> Do Not Wish to Provide		Fax Number (including area code): (407) 521-3374	
Is this facility located in or adjacent to the home of the owner/operator? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				If yes, all household members must be identified and background screening completed. Please attach a list of family members with their names and dates of birth.			Maximum Capacity: 135
Days and Hours of Operation -- please check AM or PM as applicable:							
Monday		Tuesday		Wednesday		Thursday	
<input checked="" type="checkbox"/> 24 hour care <input checked="" type="checkbox"/> AM		<input checked="" type="checkbox"/> AM		<input checked="" type="checkbox"/> AM		<input checked="" type="checkbox"/> AM	
Opening Time: 7:30 <input type="checkbox"/> PM		7:30 <input type="checkbox"/> PM		7:30 <input type="checkbox"/> PM		7:30 <input type="checkbox"/> PM	
Closing Time: 5:30 <input type="checkbox"/> AM		5:30 <input type="checkbox"/> AM		5:30 <input type="checkbox"/> AM		5:30 <input type="checkbox"/> AM	
5:30 <input checked="" type="checkbox"/> PM		5:30 <input checked="" type="checkbox"/> PM		5:30 <input checked="" type="checkbox"/> PM		5:30 <input checked="" type="checkbox"/> PM	
Friday		Saturday		Sunday			
<input type="checkbox"/> AM		<input type="checkbox"/> AM		<input type="checkbox"/> AM			
<input type="checkbox"/> PM		<input type="checkbox"/> PM		<input type="checkbox"/> PM			
<input type="checkbox"/> AM		<input type="checkbox"/> AM		<input type="checkbox"/> AM			
<input type="checkbox"/> PM		<input type="checkbox"/> PM		<input type="checkbox"/> PM			
Months of Operation: <input type="checkbox"/> School Year Only <input type="checkbox"/> 12 months <input type="checkbox"/> Other							
Check all service options that apply:						Program operated as a: (Check Only One)	
Full Day <input checked="" type="checkbox"/>		Half Day <input type="checkbox"/>		Night Care <input type="checkbox"/>		<input checked="" type="checkbox"/> Child Care Facility	
After School <input type="checkbox"/>		Weekend <input type="checkbox"/>		Infant Care (0-1) <input type="checkbox"/>		OR <input type="checkbox"/> School-Age Child Care Program	
				Food Served: <input checked="" type="checkbox"/>		Transportation <input type="checkbox"/>	

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

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

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

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

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

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

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

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

SECTION E. ON-SITE DIRECTOR INFORMATION - To be completed by all applicants (Special Instructions: A) On-site Director holds a Director Credential and is responsible for the day-to-day operation of the facility and is required to be on-site the majority of operating hours. A Multi-site Director holds a Director Credential and supervises multiple before-school and after-school programs for a single organization as follows: (a) Three sites regardless of the number of children enrolled or (b) More than three sites if the combined number of children does not exceed 850).

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

SECTION 3. ATTESTATION (To be completed by all applicants)	
Has the owner, applicant, or director ever had a license denied, revoked, or suspended in any state or jurisdiction, been the subject of a disciplinary action, or been fined while employed in a child care facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain: (attach additional sheet(s) if necessary)	
I hereby attest that the information contained in this section is truthful and correct under penalty of perjury. _____ Initial	
Have you or anyone identified as a party to ownership ever held a license (child care, foster care, cosmetology, etc.) with any state agency in any capacity other than a driver's license? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, where, what type of license, license number, and under what name? Child Care Facility Certificate of Insurance, No. C090R0234, Lila Mitchell Head Start	

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

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

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

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

Signature of Owner or Organization's Designated Representative

Date

Teresa Jacobs, Orange County Mayor

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

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

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

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

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

(Check one)

☐ Affiant personally known to notary

OR

☐ Affiant produced identification

Type of identification produced: _____

Do Not Write Below this Line – Official Use Only

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

Interoffice Memorandum



AGENDA ITEM

January 10, 2017

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

FROM: Sonya L. Hill, Manager
Head Start Division

Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: Filing of Head Start Policy Council Program Information and Updates
for the Official County Record
CONSENT AGENDA ITEM February 7, 2017

The Head Start Division requests filing of the program information and updates and meeting minutes for the official county record:

Head Start Policy Council Program Information and Updates
Head Start Policy Council Meeting Minutes

December 2016
November 17, 2016

ACTION REQUESTED: Receipt and filing of Head Start Policy Council Program Information and Updates December 2016 and Head Start Policy Council Meeting Minutes November 17, 2016 for the official county record.

SH/kp

C: Randy Singh, Assistant County Administrator
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Director, Risk Management and Professional Standards
Yolanda Brown, Manager, Fiscal Division, Family Services Department
Jamille Clemens, Grants Supervisor, Finance Division
Patria Morales, Grant Coordinator, Office of Management and Budget



Lonnie C. Bell, Jr.
Director, Family Services

Orange County Government



Sonya L. Hill
Head Start Division Manager

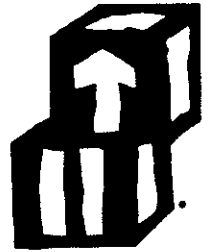
HEAD START POLICY COUNCIL PROGRAM INFORMATION & UPDATES



DECEMBER 2016



**Orange County
Family Services Department
Head Start Division**



**POLICY COUNCIL
MONTHLY MEETING**

Who: Policy Council Members

Date: THURSDAY- DECEMBER 15, 2016

Time: 6:30 PM

**Location: GOV DINING HALL
1718 E. Michigan Street
Orlando, FL 32806**

C h i l d C a r e P r o v i d e d

*Sandra Moore:
407-836-8913 (8am-5pm)
Email Sandra.moore2@ocfl.net*

SEE YOU THERE!!!!!!



AGENDA

Orange County Government • Head Start Policy Council • GOV Dining Hall
1718 E. Michigan Street • Orlando, Florida 32806

December 15, 2016

MEETING STARTS AT 6:30 p.m.

1. *Call to Order – Chairperson*
2. *Roll Call – Secretary*
3. *Adoption of Agenda*
4. *Speakers – OCPS*
5. *Secretary Report*
 - a. *Review of November 17, 2016 Minutes*
6. Human Resources Report
7. Budget Report
8. Status of Board of County Commissioners Vote- Helen Hill
9. The Head Start Division Requests filing of the:
 - a. Head Start Policy Council Program Information and Updates for September 2016
 - b. Head Start Policy Council Program Information and Updates for October 2016
 - c. Head Start Policy Council meeting minutes for August 18, 2016
 - d. Head Start Policy Council meeting minutes for September 15, 2016
10. Head Start Division Manager's Report – Sonya Hill, Head Start Division Manager
11. Commissioner/Commissioner's Liaison Report- Commissioner Victoria Siplin
12. Service Area Reports
13. Old Business
 - a. Budget Training
 - b. Getting Ahead Update
14. New Business
 - a. Abriendo Puertas Graduation
 - b. Selection Criteria
 - c. Committee Meetings
 - d. In-Kind Solicitations
15. Public Comment
16. Adjourn

Head Start Budget Summary November 2016

Head Start Budget Summary

Below is a statement of financial activity (or a expense sheet). This summarizes all the financial spending over a period of time. In the example below, we are looking at spending on a monthly basis. This report gives the council an understanding of Orange County Head Start's financial health. The accompanying reports are the details in which the summary is created.

Unit Name	Current Budget 2016-2017	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	Encumbered	TOTAL Budget YTD	BALANCE	TOTAL YTD
7522 - Education	\$10,004,548.00	\$419,496.10	\$792,765.16											\$213,409.94	\$1,402,718.77	\$8,369,596.86	16%
7523 - Insurance	\$122,891.00	\$0.00	\$709.95											\$0.00	\$709.95	\$122,181.05	1%
7526 - Disabilities	\$507,496.00	\$16,359.73	\$20,982.65											\$108,750.00	\$37,342.38	\$361,403.62	29%
7527 - Medical/LPN	\$288,537.00	\$5,937.11	\$13,487.21											\$15,440.49	\$19,434.32	\$253,662.19	12%
7521 - Department	\$288,537.00	\$60,024.00	\$91,311.75											\$8,725.26	\$151,336.72	\$1,161,842.02	12%
7524 - USDA Admin	\$10,388,962.00	\$51,554.09	\$110,823.76											\$0.00	\$162,378.11	\$1,226,583.89	12%
7524 - USDA Admin	\$15,890,860.00	\$14,306.69	\$117,234.49											\$949,849.32	\$131,541.18	\$509,469.50	68%
7523 - USDA Admin	\$176,600.00	\$8,186.00	\$11,006.89											\$0.00	\$19,193.01	\$157,406.99	11%

Summary

What does Encumbered mean?

An encumbrance is a portion of the budget set aside for spending on a contract or purchase order over a set of time. A great example is our electric bill. Although this is billed monthly, we have set aside the money in advance (beginning of the fiscal year) to pay for this service throughout the year. Encumbering helps the billing cycle and ensure funds are available for payment.

Encumbrance to date:

Education Account 7522 - Nutritional Counseling Services, Center Insurance Coverage, Mulch for East Orange's new playground, Duke Energy, Specialty Underwriters (Maintenance Agreement), Brighthouse, Mobile Modular (Classrooms).

Disabilities 7526 – Kinder Konsulting (Behavioral Services), UCP of Central Florida (Occupational, Physical and Speech Therapy)

Medical/LPN 7527 – Supplemental Health Care (Licensed Practical Nurses), Community Health Centers and Health Care for the Homeless (Dental Exams and Services)

Department 7521 – Century Link (Internet)

USDA Services 7524 – Second Harvest Food Bank & Orange County Public Schools (Children's Meals)

7521 BUDGET (Headstart Services)			
ACTUAL SPENT			
DIFFERENCE (over/under budget)			

1100 - Regular Salaries & Wages			
1140 - Overtime	\$7,000.00	\$500.18	\$6,499.82
			\$0.00
Total	\$202,699.00	\$46,059.99	\$156,639.01

2120 - FICA Taxes			
2120 - Retirement Contribution	\$62,025.00	\$3,570.49	\$58,454.51
2130 - Life & Health Insurance	\$538,000.00		
2131 - HAS Contribution	\$1,800.00	\$0.00	\$1,800.00
2200 - Payments to OPEB Trust	\$7,832.00		
			\$0.00
			\$0.00
Total	\$308,210.00	\$13,964.98	\$294,245.02

3410 - Local Travel	\$1,000.00	\$0.00	\$1,000.00
3510 - Postage Business Services			
3530 - Toll Charges	\$150.00	\$0.00	\$150.00
3610 - Rental of Equipment	\$25,000.00		
3720 - Communications	\$3,000.00	\$0.00	\$3,000.00
3820 - Maintenance of Equipment			
3910 - Graphic Reprod. Services	\$8,800.00	\$0.00	\$8,800.00
			\$0.00
Total	\$129,446.00	\$8,725.26	\$120,720.74

4110 - Office Supplies	\$14,500.00	\$6,144.00	\$8,356.00
4120 - Software < 1000	\$1,500.00	\$0.00	\$1,500.00
4123 - Equipment < \$1000	\$5,000.00	\$0.00	\$5,000.00
4418 - Educational Assist. Program	\$1,000.00	\$0.00	\$1,000.00
4482 - Self Insur. Property/casualty	\$11,480.00	\$0.00	\$11,480.00
			\$0.00
Total	\$52,454.00	\$6,144.00	\$46,310.00

Total	\$0.00	\$0.00	\$0.00
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Total	\$0.00	\$0.00	\$0.00
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7522 BUDGET (Headstart Services)		
ACTUAL SPENT		
DIFFERENCE (over/under budget)		

1120 - Salaries			
1130 - Other Salaries & Wages	\$75,900.00	\$6,091.83	\$69,808.17
1140 - Overtime	\$10,000.00		\$0.00
			\$0.00
Total	\$5,646,533.00	\$418,880.03	\$5,227,652.97

2110 - FICA Taxes			
2120 - Retirement Contribution	\$503,600.00	\$31,369.61	\$472,230.39
2130 - Life and Accidents			
2131 - HAS. Contribution	\$29,500.00	\$0.00	\$29,500.00
2200 - Payments to OPEB Trust	\$200,000.00		\$0.00
Total	\$2,841,731.00	\$163,682.38	\$2,678,048.62

3160 - Printing			
3170 - Janitorial Service and Supply	\$20,000.00	\$1,295.46	\$18,704.54
3180 - Software Licensing Support Fee			
3195 - Contract Services Medical	\$23,500.00	\$0.00	\$23,500.00
3197 - Contract Services for other services			
3350 - Other Insurance & Bonds	\$11,000.00	\$0.00	\$11,000.00
3420 - Toll Charges	\$500.00	\$0.00	\$500.00
3610 - Rental of Equipment			
3620 - Leases- Bldgs and Structures	\$150,172.00	\$11,382.90	\$138,789.10
3710 - Utilities	\$45,000.00		\$45,000.00
3720 - Communications	\$45,000.00	\$0.00	\$45,000.00
3810 - Maintenance of Bldgs & Grounds			
3820 - Maintenance of Equipment	\$35,000.00	\$8,430.60	\$26,569.40
3825 - Computer Maintenance			
3910 - Graphic Reproduction Services	\$10,000.00	\$0.00	\$10,000.00
3925 - Information Systems Management Expense			\$0.00
Total	\$572,062.00	\$30,666.59	\$541,395.41

4110 - Office Supplies	\$25,000.00	\$0.00	\$25,000.00
4116 - Event Meal Reimbursements	\$3,000.00	\$0.00	\$3,000.00
4121 - Computer Equipment < \$1000	\$54,580.00	\$0.00	\$54,580.00
4135 - Food & Dietary	\$282,788.00	\$137,340.00	\$145,448.00
4175 - Clothing & Wearing Apparel	\$100.00	\$0.00	\$100.00
4412 - Promotional Expenses	\$16,625.00	\$0.00	\$16,625.00
4440 - Improvements to Non-County Assets	\$5,784.00	\$0.00	\$5,784.00
4452 - Field Trips - Head Start	\$15,360.00	\$0.00	\$15,360.00
Total	\$844,722.00	\$137,340.00	\$707,382.00

			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total	\$0.00	\$0.00	\$0.00

6410 - Equipment	\$49,750.00	\$0.00	\$49,750.00
6420 - Rolling Stock	\$25,000.00	\$0.00	\$25,000.00
Total	\$104,500.00	\$0.00	\$104,500.00

7523 BUDGET (USDA Admin)	
ACTUAL SPENT	
DIFFERENCE (over/under budget)	

1120 - Regular Salaries & Wages	\$114,615.00		\$0.00
			\$0.00
			\$0.00
Total	\$114,615.00	\$6,553.40	\$108,061.60

2100 - FICA Taxes	\$8,619.00		\$8,126.17
2120 - Retirement Contribution	\$8,619.00	\$492.83	\$8,126.17
2130 - Life and Insurance	\$300.00		\$300.00
2131 - HAS. Contribution	\$300.00	\$0.00	\$300.00
2200 - Payments to OPEB Trust	\$0.00		\$0.00
Total	\$49,612.00	\$1,632.72	\$47,979.28

3425 - Indirect Costs	\$1,000.00		\$1,000.00
3410 - Local Travel	\$1,000.00	\$0.00	\$1,000.00
3530 - Toll Charges	\$500.00		\$500.00
3820 - Maintenance of Equipment	\$500.00	\$0.00	\$500.00
Total	\$8,073.00	\$0.00	\$8,073.00

4418 - Educational Assist. Program	\$500.00	\$0.00	\$500.00
			\$0.00
Total	\$4,300.00	\$0.00	\$4,300.00

			\$0.00
			\$0.00
			\$0.00
Total	\$0.00	\$0.00	\$0.00

			\$0.00
			\$0.00
			\$0.00
Total	\$0.00	\$0.00	\$0.00

7524 BUDGET (USDA SERVICES)	
ACTUAL SPENT	
DIFFERENCE (over/under budget)	

1120 - Regular Salaries & Wages	\$161,794.00		
			\$0.00
			\$0.00
Total	\$161,794.00	\$9,211.80	\$152,582.20

2110 - FICA Taxes	\$12,355.00	\$692.73	\$11,662.27
2120 - Retirement Contribution	\$12,355.00	\$692.73	\$11,662.27
2130 - Life and Insurance	\$1,000.00	\$0.00	\$1,000.00
2131 - HAS, Contribution	\$1,000.00	\$0.00	\$1,000.00
2200 - Payments to OPEB Trust	\$5,996.89		\$0.00
Total	\$111,061.00	\$5,094.89	\$105,966.11

3170 - Janitorial Services	\$1,000.00	\$0.00	\$1,000.00
			\$0.00
Total	\$1,000.00	\$0.00	\$1,000.00

4130 - Household & Kitchen Supplies	\$2,005.00	\$0.00	\$2,005.00
4482 - Self Insurance Property/ Casualty	\$4,564.00	\$0.00	\$4,564.00
			\$0.00
Total	\$1,317,005.00	\$1,047,557.50	\$269,447.50

			\$0.00
			\$0.00
			\$0.00
Total	\$0.00	\$0.00	\$0.00

			\$0.00
			\$0.00
			\$0.00
Total	\$0.00	\$0.00	\$0.00

7525 BUDGET (Training)	
ACTUAL SPENT	
DIFFERENCE (over/under budget)	

			\$1,000.00
Total	\$0.00	\$0.00	\$133,770.60

			#VALUE!
Total	\$0.00	\$0.00	#VALUE!

3385 - Contractual Service - Training	\$12,000.00		
3420 - Out of County Travel	\$17,700.00	\$0.00	\$17,700.00
3618 - Rental of Equipment	\$2,000.00		
3620 - Leases - Bldgs & Structures	\$2,000.00	\$0.00	\$2,000.00
3910 - Graphics Reprod. Services	\$2,000.00		
			\$0.00
			\$0.00
Total	\$32,770.00	\$0.00	\$32,770.00

4030 - Training and Educational Costs	\$68,550.00	\$0.00	\$5,000.00
4110 - Office Supplies (Excluding printing)	\$2,771.00	\$0.00	\$2,000.00
4116 - Event Meal Reimbursements	\$4,500.00	\$0.00	\$500.00
			\$0.00
			\$0.00
Total	\$90,121.00	\$0.00	\$22,000.00

			\$0.00
			\$0.00
Total	\$0.00	\$0.00	\$0.00

			\$0.00
			\$0.00
Total	\$0.00	\$0.00	\$0.00

7526 BUDGET (Disabilities)			
ACTUAL SPENT			
DIFFERENCE (over/under budget)			

1120 - Regular Salaries & Wages			
1130 - Other Salaries & Wages	\$30,000.00	\$0.00	\$30,000.00
1140 - Overtime (Lourdes Ramos 10/22-Sergeant)	\$0.00		
			\$0.00
Total	\$232,556.00	\$12,287.70	\$220,268.30

2110 - FICA Taxes			
2120 - Retirement Contribution	\$15,232.00	\$924.05	\$14,307.95
2130 - Life and Insurance			
2131 - HAS. Contribution	\$600.00	\$0.00	\$600.00
2200 - Payments to OPEB Trust	\$0.00		
			\$0.00
Total	\$73,880.00	\$4,072.03	\$69,807.97

3125 - Contract Services Medical			
3275 - ** Medical Services	\$120,000.00	\$0.00	\$120,000.00
3400 - Total Travel	\$0.00		
3720 - Communications	\$1,250.00	\$0.00	\$1,250.00
Total	\$183,250.00	\$0.00	\$183,250.00

4110 - Office Supplies	\$3,000.00	\$0.00	\$3,000.00
4418 - Educational Assist. Program	\$1,000.00	\$0.00	\$1,000.00
			\$0.00
Total	\$17,810.00	\$0.00	\$17,810.00

			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total	\$0.00	\$0.00	\$0.00

			\$0.00
			\$0.00
			\$0.00
Total	\$0.00	\$0.00	\$0.00

7527 BUDGET (Medical/Dental/LPN)	
ACTUAL SPENT	
DIFFERENCE (over/under budget)	

1140 - Overtime	\$1,000.00	\$0.00	\$1,000.00
			\$0.00
Total	\$138,357.00	\$4,586.40	\$133,770.60

2110 - FICA Taxes			
2120 - Retirement Contribution	\$9,972.00	\$334.90	\$9,637.10
2130 - Life and Insurance			
2131 - HAS. Contribution	\$400.00	\$0.00	\$400.00
			\$0.00
Total	\$61,680.00	\$1,350.71	\$60,329.29

3195 - Contract Service - Medical			
3179 - Contract Service - Employmt. Agent	\$10,000.00	\$0.00	\$10,000.00
3189 - Contract Service - On-Spliced			
3410 - Local Travel	\$4,000.00	\$0.00	\$4,000.00
3720 - Communications			\$0.00
			\$0.00
Total	\$66,500.00	\$0.00	\$66,500.00

4115 - Miscellaneous Operating Supplies	\$5,000.00	\$0.00	\$5,000.00
4123 - Equipment < \$1000	\$2,000.00	\$0.00	\$2,000.00
4418 - Educational Assist. Program	\$500.00	\$0.00	\$500.00
			\$0.00
			\$0.00
Total	\$22,000.00	\$0.00	\$22,000.00

			\$0.00
Total	\$0.00	\$0.00	\$0.00

			\$0.00
Total	\$0.00	\$0.00	\$0.00

7S28 BUDGET (Family Service Work)

ACTUAL SPENT

DIFFERENCE (over/under budget)

1120 - Regular Salaries & Wages	\$948,988.00	\$0.00	\$948,988.00
1130 - Other Salaries & Wages	\$10,000.00	\$0.00	\$10,000.00
1140 - Overtime	\$5,900.00	\$0.00	\$5,900.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total	\$948,988.00	\$37,938.91	\$911,049.09

2110 - Retirement			
2120 - Retirement Contribution	\$67,808.00	\$2,853.01	\$64,954.99
2130 - Life and Insurance	\$2,500.00	\$0.00	\$2,500.00
2131 - HAS. Contribution	\$2,500.00	\$0.00	\$2,500.00
		\$0.00	\$0.00
Total	\$396,758.00	\$13,615.18	\$383,142.82

3710 - Local Travel			
3720 - Communications	\$8,000.00	\$0.00	\$8,000.00
		\$0.00	\$0.00
Total	\$13,000.00	\$0.00	\$13,000.00

4110 - Office Supplies	\$7,000.00	\$0.00	\$7,000.00
4121 - Computer Equipment < \$1000	\$2,000.00	\$0.00	\$2,000.00
4412 - Promotional Expenses	\$5,000.00	\$0.00	\$5,000.00
4450 - Parent Activity Fund	\$9,216.00	\$0.00	\$9,216.00
		\$0.00	\$0.00
Total	\$30,216.00	\$0.00	\$30,216.00

Total	\$0.00	\$0.00	\$0.00
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Total	\$0.00	\$0.00	\$0.00
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FUND: 7007 DEPT: 062 UNIT: 7521

	OBJECT	APPR	OBJECT NAME	CURRENTBUDGET	NOV
1	1120	8FA	REGULAR SALARIES and WAGES	824,794.00	64,850.86
	1130	8FA	OTHER SALARIES and WAGES	.00	198.83
	1140	8FA	OVERTIME	7,000.00	479.66
	2110	8FA	FICA TAXES	63,093.00	4,817.18
	2120	8FA	RETIREMENT CONTRIBUTION	62,025.00	5,063.03
	2130	8FA	LIFE and HEALTH INSURANCE	173,400.00	9,375.50
	2131	8FA	HSA/FSA CONTRIBUTION	1,800.00	.00
	2200	8FA	PAYMENTS TO OPEB TRUST	7,892.00	.00
	OBJECT CATEGORY 1			1,140,004.00	84,785.06
2	3125	8FB	INDIRECT COSTS	106,329.00	.00
	3410	8FC	LOCAL TRAVEL	1,000.00	.00
	3510	8FC	POSTAGE and MESSENGER SVCS	2,000.00	.00
	3530	8FC	TOLL CHARGES	150.00	.00
	3610	8FC	RENTAL OF EQUIPMENT	5,600.00	.00
	3720	8FC	COMMUNICATIONS	3,000.00	382.69
	3820	8FC	MAINTENANCE OF EQUIPMENT	2,567.00	.00
	3910	8FC	GRAPHIC REPROD SVCS	8,800.00	.00
	4010	8FC	DUES and MEMBERSHIPS	9,395.00	6,144.00
	4020	8FC	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRI	1,500.00	.00
	4110	8FC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	13,000.00	.00
	4115	8FC	MISCELLANEOUS OPERATING SUPPLIES	3,000.00	.00
	4120	8FC	SOFTWARE < \$1000	1,500.00	.00
	4121	8FC	COMPUTER EQUIPMENT LESS THAN \$500	1,020.00	.00
	4123	8FC	EQUIPMENT LESS THAN \$1000	5,000.00	.00
	4412	8FC	PROMOTIONAL EXPENSES	5,000.00	.00
	4418	8FC	EDUCATIONAL ASSISTANCE PROGRAM	1,000.00	.00
	4422	8FC	SCHOLARSHIPS,AWARDS,BENEF	559.00	.00
	4482	8FC	SELF INS-PROP CASUALTY	11,480.00	.00
	OBJECT CATEGORY 2			181,900.00	6,526.69
	*TOTAL UNIT_CD 7521			1,321,904.00	91,311.75

FUND: 7007 DEPT: 062 UNIT: 7522

	OBJECT	APPR	OBJECT NAME	CURRENTBUDGET	NOV
1	1120	8FE	REGULAR SALARIES and WAGES	5,560,633.00	535,528.91
	1130	8FE	OTHER SALARIES and WAGES	75,900.00	11,576.54
	1140	8FE	OVERTIME	10,000.00	1,658.79
	2110	8FE	FICA TAXES	499,559.00	40,080.17
	2120	8FE	RETIREMENT CONTRIBUTION	503,600.00	40,675.75
	2130	8FE	LIFE and HEALTH INSURANCE	1,703,400.00	129,361.80
	2131	8FE	HSA/FSA CONTRIBUTION	29,500.00	.00
	2200	8FE	PAYMENTS TO OPEB TRUST	105,672.00	.00
	OBJECT CATEGORY 1			8,488,264.00	758,881.96
2	3167	8FF	PAYMENTS TO OTHER GOVERNMENTAL AGENCIE	8,000.00	.00
	3170	8FF	JANITORIAL SVC and SUPPLY	20,000.00	647.73
	3192	8FF	SOFTWARE LICENSING SUPPORT FEE	43,890.00	.00
	3195	8FF	CONTRACT SERVICES MEDICAL	23,500.00	.00
	3197	8FF	CONTRACTUAL SERVICES NOT OTHERWISE SPEC	16,500.00	.00
	3350	8FF	OTHER INSURANCE and BONDS	11,000.00	12,499.00
	3410	8FF	LOCAL TRAVEL	10,000.00	.00
	3530	8FF	TOLL CHARGES	500.00	42.07
	3610	8FF	RENTAL OF EQUIPMENT	11,000.00	.00
	3620	8FF	LEASES-BUILDINGS/STRUCTURES	150,172.00	5,691.45
	3710	8FF	UTILITIES	40,000.00	2,439.37
	3720	8FF	COMMUNICATIONS	45,000.00	1,618.67
	3810	8FF	MAINTENANCE OF BUILDINGS, IMPROVEMENTS, A	100,000.00	1,888.75
	3820	8FF	MAINTENANCE OF EQUIPMENT	35,000.00	.00
	3823	8FF	MAINTENANCE OF COMPUTER EQUIPMENT	4,500.00	.00
	3825	8FD	INTERNAL FLEET MANAGEMENT CHARGES	43,000.00	.00
	3910	8FF	GRAPHIC REPROD SVCS	10,000.00	.00
	4020	8FF	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRII	20,000.00	.00
	4110	8FF	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	25,000.00	.00
	4115	8FF	MISCELLANEOUS OPERATING SUPPLIES	75,000.00	.00
	4116	8FF	EVENT/MEAL REIMBURSEMENTS	3,000.00	.00
	4120	8FF	SOFTWARE < \$1000	12,609.00	.00
	4121	8FF	COMPUTER EQUIPMENT LESS THAN \$500	54,580.00	.00
	4123	8FF	EQUIPMENT LESS THAN \$1000	25,000.00	.00
	4135	8FF	FOODandDIETARY	282,788.00	7,806.16
	4175	8FF	CLOTHING AND WEARING APPAREL	100.00	.00
	4195	8FF	MISC SUPPLIES OR EXPENSES	10,000.00	.00
	4412	8FF	PROMOTIONAL EXPENSES	16,625.00	.00
	4418	8FF	EDUCATIONAL ASSISTANCE PROGRAM	5,000.00	1,250.00

4440	8FF	IMPROVEMTS TO NON-COUNTY ASSETS	5,784.00	.00
4450	8FF	PARENT ACTIVITY FUND	9,216.00	.00
4452	8FF	FIELD TRIPS-HEAD START	15,360.00	.00
4482	8FD	SELF INS-PROP CASUALTY	279,660.00	.00
6310	8FD	STRUCT and FAC OTH TH BLDGS	25,250.00	.00
6410	8FD	EQUIPMENT	49,750.00	.00
6420	8FD	ROLLING STOCK	25,000.00	.00
6438	8FD	COMPUTER EQUIPMENT > \$500	4,500.00	.00
OBJECT CATEGORY 2			1,516,284.00	33,883.20
*TOTAL UNIT_CD 7522			10,004,548.00	792,765.16

FUND: 7007 DEPT: 062 UNIT: 7525

	OBJECT	APPR	OBJECT NAME	CURRENTBUDGET	NOV
2	3185	8FH	CONTRACT SVC-TRAINING	11,070.00	.00
	3420	8FH	OUT OF COUNTY TRAVEL	17,700.00	709.95
	3610	8FH	RENTAL OF EQUIPMENT	1,000.00	.00
	3620	8FH	LEASES-BUILDINGS/STRUCTURES	2,000.00	.00
	3910	8FH	GRAPHIC REPROD SVCS	1,000.00	.00
	4020	8FH	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRII	1,000.00	.00
	4030	8FH	TRAINING AND EDUCATIONAL COST	68,550.00	.00
	4040	8FH	LICENSE AND CERTIFICATION FEES	1,000.00	.00
	4110	8FH	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	2,771.00	.00
	4115	8FH	MISCELLANEOUS OPERATING SUPPLIES	2,000.00	.00
	4116	8FH	EVENT/MEAL REIMBURSEMENTS	4,500.00	.00
	4418	8FH	EDUCATIONAL ASSISTANCE PROGRAM	10,300.00	.00
OBJECT CATEGORY 2				122,891.00	709.95
*TOTAL UNIT_CD 7525				122,891.00	709.95

FUND: 7007 DEPT: 062 UNIT: 7526

	OBJECT	APPR	OBJECT NAME	CURRENTBUDGET	NOV
1	1120	8FI	REGULAR SALARIES and WAGES	202,556.00	15,576.97
	1130	8FI	OTHER SALARIES and WAGES	30,000.00	.00
	1140	8FI	OVERTIME	.00	.00
	2110	8FI	FICA TAXES	15,494.00	1,097.13
	2120	8FI	RETIREMENT CONTRIBUTION	15,232.00	1,171.41
	2130	8FI	LIFE and HEALTH INSURANCE	40,800.00	3,039.04
	2131	8FI	HSA/FSA CONTRIBUTION	600.00	.00
	2200	8FI	PAYMENTS TO OPEB TRUST	1,754.00	.00
	OBJECT CATEGORY 1			306,436.00	20,884.55
2	3195	8FK	CONTRACT SERVICES MEDICAL	57,000.00	.00
	3275	8FK	MEDICAL SVCS	120,000.00	.00
	3410	8FK	LOCAL TRAVEL	5,000.00	.00
	3720	8FK	COMMUNICATIONS	1,250.00	98.10
	4020	8FK	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRII	5,000.00	.00
	4110	8FK	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	3,000.00	.00
	4115	8FK	MISCELLANEOUS OPERATING SUPPLIES	3,750.00	.00
	4418	8FK	EDUCATIONAL ASSISTANCE PROGRAM	1,000.00	.00
	4482	8FK	SELF INS-PROP CASUALTY	5,060.00	.00
	OBJECT CATEGORY 2			201,060.00	98.10
	*TOTAL UNIT_CD 7526			507,496.00	20,982.65

FUND: 7007 DEPT: 062 UNIT: 7527

	OBJECT	APPR	OBJECT NAME	CURRENTBUDGET	NOV
1	1120	8FV	REGULAR SALARIES and WAGES	137,357.00	9,145.89
	1140	8FV	OVERTIME	1,000.00	.00
	2110	8FV	FICA TAXES	10,508.00	676.81
	2120	8FV	RETIREMENT CONTRIBUTION	9,972.00	687.78
	2130	8FV	LIFE and HEALTH INSURANCE	40,800.00	1,352.80
	2131	8FV	HSA/FSA CONTRIBUTION	400.00	.00
	OBJECT CATEGORY 1			200,037.00	11,863.28
2	3179	8FW	CONTRACT SVC EMPLOY AGENT	10,000.00	1,553.75
	3195	8FW	CONTRACT SERVICES MEDICAL	17,500.00	.00
	3197	8FW	CONTRACTUAL SERVICES NOT OTHERWISE SPEC	30,000.00	.00
	3410	8FW	LOCAL TRAVEL	4,000.00	.00
	3720	8FW	COMMUNICATIONS	5,000.00	69.19
	4110	8FW	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	2,000.00	.00
	4115	8FW	MISCELLANEOUS OPERATING SUPPLIES	5,000.00	.00
	4121	8FW	COMPUTER EQUIPMENT LESS THAN \$500	2,000.00	.00
	4123	8FW	EQUIPMENT LESS THAN \$1000	2,000.00	.99
	4143	8FW	MEDandSURG SUPPLIES	10,000.00	.00
	4418	8FW	EDUCATIONAL ASSISTANCE PROGRAM	500.00	.00
	4450	8FW	PARENT ACTIVITY FUND	500.00	.00
	OBJECT CATEGORY 2			88,500.00	1,623.93
	*TOTAL UNIT_CD 7527			288,537.00	13,487.21

FUND: 7007 DEPT: 062 UNIT: 7528

	OBJECT	APPR	OBJECT NAME	CURRENTBUDGET	NOV
1	1120	8FX	REGULAR SALARIES and WAGES	933,988.00	81,654.28
	1130	8FX	OTHER SALARIES and WAGES	10,000.00	.00
	1140	8FX	OVERTIME	5,000.00	730.59
	2110	8FX	FICA TAXES	71,450.00	5,978.41
	2120	8FX	RETIREMENT CONTRIBUTION	67,808.00	6,195.34
	2130	8FX	LIFE and HEALTH INSURANCE	255,000.00	16,044.34
	2131	8FX	HSA/FSA CONTRIBUTION	2,500.00	.00
	OBJECT CATEGORY 1			1,345,746.00	110,602.96
2	3410	8FY	LOCAL TRAVEL	5,000.00	.00
	3720	8FY	COMMUNICATIONS	8,000.00	220.80
	4020	8FY	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRI	2,000.00	.00
	4110	8FY	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	7,000.00	.00
	4115	8FY	MISCELLANEOUS OPERATING SUPPLIES	2,000.00	.00
	4121	8FY	COMPUTER EQUIPMENT LESS THAN \$500	2,000.00	.00
	4123	8FY	EQUIPMENT LESS THAN \$1000	2,000.00	.00
	4412	8FY	PROMOTIONAL EXPENSES	5,000.00	.00
	4418	8FY	EDUCATIONAL ASSISTANCE PROGRAM	1,000.00	.00
	4450	8FY	PARENT ACTIVITY FUND	9,216.00	.00
	OBJECT CATEGORY 2			43,216.00	220.80
	*TOTAL UNIT_CD 7528			1,388,962.00	110,823.76

FUND: 7406 DEPT: 062 UNIT: 7524

	OBJECT	APPR	OBJECT NAME	CURRENTBUDGET	NOV
1	1120	7FT	REGULAR SALARIES and WAGES	304.00	.00
	1140	7FT	OVERTIME	97.00	.00
	2110	7FT	FICA TAXES	444.00	.00
	2120	7FT	RETIREMENT CONTRIBUTION	4.00	.00
	2130	7FT	LIFE and HEALTH INSURANCE	6,706.00	.00
	2131	7FT	HSA/FSA CONTRIBUTION	.00	.00
	2200	7FT	PAYMENTS TO OPEB TRUST	50.00	.00
	OBJECT CATEGORY 1			7,605.00	.00
2	3170	7FU	JANITORIAL SVC and SUPPLY	706.00	.00
	4115	7FU	MISCELLANEOUS OPERATING SUPPLIES	195.00	.00
	4130	7FU	HOUSEHOLD AND KITCHEN SUPPLIES	3,258.00	.00
	4135	7FU	FOODandDIETARY	177,908.00	.00
	OBJECT CATEGORY 2			182,067.00	.00
	*TOTAL UNIT_CD 7524			189,672.00	.00

FUND: 7407 DEPT: 062 UNIT: 7523

	OBJECT	APPR	OBJECT NAME	CURRENTBUDGET	NOV
1	1120	8FQ	REGULAR SALARIES and WAGES	114,615.00	8,817.60
	2110	8FQ	FICA TAXES	8,767.00	652.89
	2120	8FQ	RETIREMENT CONTRIBUTION	8,619.00	663.10
	2130	8FQ	LIFE and HEALTH INSURANCE	30,600.00	873.30
	2131	8FQ	HSA/FSA CONTRIBUTION	300.00	.00
	2200	8FQ	PAYMENTS TO OPEB TRUST	1,326.00	.00
	OBJECT CATEGORY 1			164,227.00	11,006.89
2	3125	8FP	INDIRECT COSTS	6,543.00	.00
	3410	8FR	LOCAL TRAVEL	1,000.00	.00
	3530	8FR	TOLL CHARGES	30.00	.00
	3820	8FR	MAINTENANCE OF EQUIPMENT	500.00	.00
	4110	8FR	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	700.00	.00
	4418	8FR	EDUCATIONAL ASSISTANCE PROGRAM	500.00	.00
	4482	8FR	SELF INS-PROP CASUALTY	3,100.00	.00
	OBJECT CATEGORY 2			12,373.00	.00
	*TOTAL UNIT_CD 7523			176,600.00	11,006.89

FUND: 7407 DEPT: 062 UNIT: 7524

	OBJECT	APPR	OBJECT NAME	CURRENTBUDGET	NOV
1	1120	8FT	REGULAR SALARIES and WAGES	161,794.00	12,674.99
	2110	8FT	FICA TAXES	12,570.00	913.49
	2120	8FT	RETIREMENT CONTRIBUTION	12,355.00	953.16
	2130	8FT	LIFE and HEALTH INSURANCE	81,600.00	4,984.67
	2131	8FT	HSA/FSA CONTRIBUTION	1,000.00	.00
	2200	8FT	PAYMENTS TO OPEB TRUST	3,536.00	.00
	OBJECT CATEGORY 1			272,855.00	19,526.31
2	3170	8FU	JANITORIAL SVC and SUPPLY	1,000.00	.00
	4115	8FU	MISCELLANEOUS OPERATING SUPPLIES	5,436.00	.00
	4130	8FU	HOUSEHOLD AND KITCHEN SUPPLIES	2,005.00	.00
	4135	8FU	FOODandDIETARY	1,305,000.00	97,708.18
	4482	8FU	SELF INS-PROP CASUALTY	4,564.00	.00

OBJECT CATEGORY 2
*TOTAL UNIT_CD 7524

1,318,005.00	97,708.18
1,590,860.00	117,234.49

Interoffice Memorandum



AGENDA ITEM

October 18, 2016

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

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

SUBJECT: Filing of Head Start Policy Council Program Information and Updates
for the Official County Record
CONSENT AGENDA ITEM November 15, 2016

The Head Start Division requests filing of the program information and updates and meeting minutes for the official county record:

Head Start Policy Council Program Information and Updates
Head Start Policy Council Meeting Minutes

September 2016
August 18, 2016

ACTION REQUESTED: Receipt and filing of Head Start Policy Council Program Information and Updates September 2016 and Head Start Policy Council Meeting Minutes August 18, 2016 for the official county record.

SH/kp

C: Randy Singh, Assistant County Administrator
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Director, Risk Management and Professional Standards
Yolanda Brown, Manager, Fiscal Division, Family Services Department
Jamille Clemens, Grants Supervisor, Finance Division
Patria Morales, Grant Coordinator, Office of Management and Budget

Interoffice Memorandum



AGENDA ITEM

November 1, 2016

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

FROM: Sonya L. Hill, Manager
Head Start Division

Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: Filing of Head Start Policy Council Program Information and Updates
for the Official County Record
CONSENT AGENDA ITEM November 29, 2016

The Head Start Division requests filing of the program information and updates and meeting minutes for the official county record:

Head Start Policy Council Program Information and Updates
Head Start Policy Council Meeting Minutes

October 2016
September 15, 2016

ACTION REQUESTED: Receipt and filing of Head Start Policy Council Program Information and Updates October 2016 and Head Start Policy Council Meeting Minutes September 15, 2016 for the official county record.

SH/kp

C: Randy Singh, Assistant County Administrator
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Director, Risk Management and Professional Standards
Yolanda Brown, Manager, Fiscal Division, Family Services Department
Jamilie Clemens, Grants Supervisor, Finance Division
Patria Morales, Grant Coordinator, Office of Management and Budget



ORANGE COUNTY FAMILY SERVICES HEAD START EDUCATION

Recommended Staff Qualifications for hire

1. Name: Wanda Stanley

Position: Teacher assistant

- **10 year experience volunteer working in Early Childhood Program @ Church**
- **BA in Psychology w/ 6 hours in childhood courses**
- **Children book writer participate in outreach programs in community**

2. Name: Markesha Grays

Position: Teacher aide

- **Over 2 year experience working with young children.**
- **20 DOE State Mandated Hours**

**Orange County Head Start
Policy Council
Meeting: December 15, 2016
Director's Program Information Update**

Local Head Start Information

Orange County Head Start (OCHS) received notification from the Orange County Property Accounting office of the Florida Department of Transportation (FDOT) that OCHS received 100% compliance of 429 items at the time of the last audit.

OCHS completed a program-wide Americans With Disabilities Act (ADA) assessment of all Head Start playgrounds. The results of the assessment and a corrective action plan was completed to address the concerns. The project was added to the Orange County Capital Projects program improvement plan. The first year of the project was completed which included sidewalks, playground resurfacing and new playground equipment. The project included Gila Mitchell, South Orlando, Ocoee, Altamonte and East Orange. The playgrounds and the aforementioned facilities are considered ADA compliant.

Ventura Head Start, located in the building of Ventura Elementary, was scheduled to move into the new building on December 1, 2016. Due to issues with the building, the agency certified the class will not be relocated until January 2017.

OCHS classrooms will be relocated at the following addresses due to the school being closed due to rebuilds: Ventura Elementary, Ocoee, Altamonte and East Orange.

Regional Head Start Updates:

Orange County Head Start requested a Grant Extension to grant 04C13-230 to the Region IV Office of Head Start. The request was needed to properly close out all expenses associated with projects that were completed with Cost of Living Adjustment (COLA) funds.

Region IV Training & Technical Assistance MEGA training conference will be held December 13-15, 2016.

- Orange County Head Start will send four staff to the training. The training will focus on Parent, Family & Community Engagement, Measuring Data and Managing Comprehensive Health services for Head Start children.

National Head Start Updates:

The Aligned Monitoring Virtual Expo was open on Monday December 5, 2016.

- The Office of Head Start provided programs with a virtual expo of the ERSEA (Eligibility, Recruitment, Selection, Enrollment & Attendance) monitoring protocol and the CLASS (Classroom Assessment Scoring System) protocol; the tools that will be used by the independent consultants that conduct the program Federal Monitoring review.

The Office of Head Start provided resource information for the Month of December

- Fatherhood Connection –Creating a Welcoming Environment
- National Children's Mental Health Awareness Day Digital Art contest
- Brush Up on Oral Health Newsletter
- Helping Staff & Families-Understand & Use Credit to Achieve Financial Goals

Healthy Active Living Learning Collaborative

- Orange County Head Start received notification from the National Center on Early Childhood Health and Wellness (NCECHW) that 138 applications were submitted. The NCECHW stated that all applications were impressive but only 10 teams were selected. Unfortunately, OCHS was not selected. The program is planning to look for other resources to implement the program.

Interagency Policy Statement on Early Childhood Homelessness

- The U.S. Department of Health and Human Services, Housing and Urban Development and Education released an interagency policy statement on early childhood homelessness. New research shows infancy is the age at which individuals are most likely to enter shelter or institutional housing in the United States, followed by ages 2 to 5. Homelessness during pregnancy and in the early years is harmful to children's development. The policy statement recommends ways that child care, education, and housing providers at state, local and state levels can collaborate to better meet the needs of pregnant women and families with young children who are experiencing or at risk of homelessness.
- OCHS provides case management for families identified as homeless. It will also be working on the following: recruitment of new families, creating partnerships with community-based organizations, and generating income for homeless families.

The Office of Head Start is the Office of Workforce Development, Training, and Standards. It is responsible for ensuring that all staff are qualified to address this over the next year when updating the personnel policy statement.

Division Manager Special Activities

- Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA) division wide monitoring review for all Family Service Workers
- WIFLI Conference



NATIONAL CENTER ON
Early Childhood Health and Wellness

Thank you for your interest in the National Center on Early Childhood Health and Wellness Healthy Active Living Learning Collaborative. Your application was one of 183 reviewed. All the applications were extremely impressive and we regret we could not fund more than 10 teams. Unfortunately, your application was not chosen for an award.

We encourage you to continue exploring supports and initiatives for healthy active living in your ECE program. Our intention for this project is not to only offer strong support to 10 ECE programs but explore how we may further support *all* ECE programs in the pursuit of healthier, more active children and families. We hope to keep all teams informed of our lessons learned as well as hear from you of your continued pursuit towards excellence.

We wish you much success with your future efforts.

Sincerely,
Florence Rivera, MPH
Manager, Safety and Health Promotion

Stephanie Womack, MPH
Program Manager, Institute for Healthy Childhood Weight

[View the web version](#)[Go to ECLKC](#)

 U.S. Department of Health & Human Services & Administration for Children & Families

Notice of Withdrawal of Outdated Policies, Guidance, and Standards from the Office of Head Start

Program Instructions (PI) and Information Memoranda (IM) that have been superseded by the **Head Start Program Performance Standards (HSPPS)** or are otherwise outdated have been withdrawn. The former HSPPS and withdrawn IMs and PIs are now contained in an **archive**. The materials in the archive remain for historical reference only.

The HSPPS, IMs, and PIs that are currently in effect are posted on the Early Childhood Learning and Knowledge Center (ECLKC) website, under "**Policy and Regulation**."

The PIs and IMs recently withdrawn are listed below.

PIs

PI 15-01	Notice of Proposed Rule Making: Head Start Program Performance Standards
PI 13-02	Hurricane Sandy Emergency Relief Funds
PI 13-01	Sequestration
PI 12-03	Non-Competitive 5-Year Grant Awards
PI 11-04	School Readiness in Programs Serving Preschool Children
PI 11-03	Participation in Your State's Race to the Top Early Learning Challenge Plan
PI 11-01	SF-425 Federal Financial Report Form Replaces SF-269
PI 10-05	Program Governance
PI 10-04	Application Procedures for Locally Designed or Specialized Delivery Models
PI 10-02	Income Eligibility for Enrollment in Head Start and Early Head Start Programs
PI 10-01	FY 2010 Head Start Funding Increase
PI 09-11	ARRA PIR and Enrollment Reporting
PI 09-09	Head Start/Early Head Start Emergency Preparedness Survey
PI 09-08	Fiscal Year (FY) 2009 Program Improvement Funds and One-time T/TA funds
PI 09-06	Head Start Funding Increase
PI 09-05	Criminal Record Checks
PI 09-04	Enrollment of Children with Disabilities
PI 09-03	Provision of Diapers
PI 09-02	Conversion of Part-day Slots to Full-working Day Slots or Sessions
PI-08-06	Monthly Enrollment Reporting
PI 08-01	Head Start FY 2008 Appropriation
PI 07-03	FY 2007 Funding Program
PI-07-02	Standards for Playground Use Zone Safety
PI-07-01	Prior Approval Requirement for Equipment Purchase
PI-06-05	Loans Incurred by Head Start Programs
PI 06-04	Fiscal Year (FY) 2006 Program Improvement Funds
PI 06-03	Head Start Funding
PI-06-03	Oral Health - Revision
PI 06-02	Fiscal Year (FY) 2006 Head Start Funding

PI 04-03	Achieving and Maintaining Full Enrollment
PI 01-01	Applicability of the Fair Labor Standards Act (FLSA) to Head Start and Early Head Start Grantees
PI 96-16	Mediation Procedures for Head Start Grantees, Policy Councils, and Delegate Agencies
PI 95-04	Establishing a Smoke-Free Environment in Head Start Programs: Final Program Instruction

IMs

IM 14-05	Head Start Audit Compliance Supplement
IM 14-02	Federal Oversight of Five Year Head Start Grants
IM 14-01	2013 Head Start Audit Supplement
IM 13-02	Five Year Head Start Project Periods - REVISED
IM 12-07	Supporting Children and Families after Hurricane Sandy
IM 12-06	Hurricane Sandy
IM 12-04	Head Start, Child Care, and Public Libraries: Partnerships to Support Young Children and Their Families
IM 12-03	Consumer Product Safety Commission (CPSC) New Crib Standards
IM 11-05	Early Childhood Education, Financial Stability, and Asset Building Strategies for Families with Young Children
IM 11-03	Statutory Degree and Credentialing Requirements
IM 11-02	Physical Health and Development
IM 11-01	Head Start's Father's Day Communication in Support of Responsible Fatherhood
IM 10-08	Fiscal Year 2011 Monitoring
IM 10-07	Helping Victims of Domestic Violence and Their Children
IM 10-06	Qualifications for Early Head Start Infant and Toddler Center-based staff
IM 10-05	Maternal, Infant, and Early Childhood Home Visiting Program
IM 10-03	Strengthening Head Start and Ensuring Accountability
IM 10-01	Training and Technical Assistance System
IM 09-09	Head Start Emergency Preparedness Manual
IM 09-08	Influenza Preparedness
IM 09-07	Centers of Excellence in Early Childhood
IM 09-06	Safety of Children
IM 09-05	Accessing Professional Medical and Dental Services
IM 09-04	Services to Pregnant Women Participating in Early Head Start
IM 09-02	The 2009 Family Income Guidelines
IM 08-22	A Head Start on Picturing America
IM 08-21	The Importance of Teacher-Child Relationships in Head Start
IM 08-20	Vision Screening Resources
IM 08-19	Automatic Eligibility for Free Meal Benefits Extended to All Children Enrolled in Head Start
IM 08-18	Memorandum of Understanding with Local Entity Responsible for Managing Publicly Funded Preschool Programs
IM 08-17	Dual Language Institute – Funding Support
IM 08-15	Distribution of Public Alert Radios to Head Start Programs
IM 08-14	Invitation to the Office of Head Start National Dual Language Institute: A Time for Action
IM 08-13	I Am Moving I Am Learning
IM 08-12	Statutory Degree and Credentialing Requirements for Head Start Teaching Staff
IM 08-11	Classroom Assessment Scoring System (CLASS®)
IM 08-09	Availability of FY 2008 One-time Training and Technical Assistance Funding
IM 08-08	Partnership with the Environmental Protection Agency
IM 08-07	Lead Screening

IM 08-06	Head Start Risk Management Process
IM 08-03	Head Start Reauthorization: Two new provisions
IM 08-01	Head Start Reauthorization: P.L. 110-134
IM 07-06	Head Start Program Information Report, 2006-2007
IM 07-02	Policy Clarification E-mail Address
IM 07-01	Extension of the Effective Date for Head Start Vehicle Requirements
IM 06-07	E-Rate Discounts Available in Select States—Apply Now!
IM 06-06	Fiscal Year 2007 PRISM Monitoring
IM 06-05	Head Start Transportation Waivers
IM 06-03	Early Childhood Learning and Knowledge Center
IM 06-03	Program Information Report (PIR) Validation Study and Program Review Instrument for Systems Monitoring (PRISM) Re-Review Study
IM 06-02	Extension of the Effective Date for Head Start Vehicle Requirements
IM 06-01	Notice of Proposed Rulemaking on Head Start Transportation
IM 06-01	Transportation Waivers and Effective Date Extensions
IM 05-09	Internet Based Application Submission Using Grants.gov 2003
IM 03-09	Fiscal Assistant, an Online Resource for Financial Management
IM 03-04	Information on Privacy Regulations for the Health Insurance Portability and Accountability Act (HIPAA)
IM 03-02	New Resource Available: Personal Safety for Children: A Guide for Parents
IM 00-22	Child Development Services During Home Visits and Socializations in the Early Head Start Home-Based Program Option
IM 00-12	New Head Start Grant Application Instruction
IM 00-11	Head Start and Labor Unions
IM 00-04	Final Rule - Amendments to Part 1303 Appeal Procedures for Head Start Grantees and Current or Prospective Delegate Agencies
IM 99-10	Improving Head Start Collaboration with Programs Funded through the Child Care and Development Block Grant (CCDBG)
IM 97-14	Head Start Funds and Union Organizing

Please direct any questions about this archive to the **Contact Us** section on the ECLKC.

To explore the current HSPPS, IMs, and PIs, visit <https://eclkc.ohs.acf.hhs.gov/policy>.

View the archive: <https://eclkc.ohs.acf.hhs.gov/archive>.

Office of Head Start (OHS) | 330 C Street, SW | 4th Floor Mary E. Switzer Building | Washington, DC 20201
<https://eclkc.ohs.acf.hhs.gov> | 1-866-763-6481 | [Contact Us](#)

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Monthly Report to Head Start Policy Council

Nutrition: NOVEMBER 2016

Number of meals reimbursed by USDA	BREAKFAST	25,319
Number of meals reimbursed by USDA	LUNCH	25,886
Number of meals reimbursed by USDA	SNACK	21,320
Number of meals reimbursed by USDA		72,525
Number of meals disallowed for reimbursement		98
Number of children evaluated for nutritional concerns		22
Number of children receiving nutritional education and further care		97
Number of monitoring visits to ensure compliance with USDA Regulations		9
Number of monitoring visits requiring a corrective action plan		1
Number of nutritional activities conducted (NONE, DUE TO SHORT MONTH)		0

MEDICAL/DENTAL MONTHLY REPORT

NOVEMBER 2016

One hundred twenty six (126) new and updated health status evaluations were performed during the month of November 2016.

One hundred fourteen (114) immunization records were evaluated for compliance during the month of November 2016.

Ninety-eight (98) blood test results were reviewed during the month of November 2016.

One hundred ninety-six (196) dental exams were reviewed during the month of November 2016. Out of these, seventy-six (76) children were diagnosed as needing dental treatment. Thirteen (13) children received dental treatment.

Sixty-six (66) parent contacts were initiated regarding health concerns in children during the month of November 2016.

Thirty-eight (38) health action plans were developed and discussed with Head Start staff and parents during the month of November 2016.

Fifteen (15) Physician Medication Orders were received, evaluated, and reviewed with staff. Medication information and administration technique training was provided as needed.

Six (6) trainings were provided to staff.

Thirteen (13) children completed Blood Pressure and Vision screenings.

Sixteen (16) children were evaluated for health concerns.

Twenty-eight (28) center visits were performed to address health issues, observations, and monitoring.

DISABILITIES/MENTAL HEALTH REPORT

NOVEMBER 2016

A total of one hundred fifty (150) children have been enrolled in Head Start with a diagnosed disability from the Local Education Agency (OCPS) since school started last August 2016.

A total of forty-three (43) children have been enrolled in Head Start with a diagnosed disability by contracted providers since school started last August 2016.

A total forty-nine (49) children were evaluated by OCPS/Preschool Diagnostic Intervention Services for disability eligibility since school started last August 2016.

One hundred sixty-nine (169) children were referred to OCHS contracted provider, Kinder Konsulting & Parents Too, Inc. since school started last August 2016.

One hundred two (102) children were receiving mental health services for behavior issues since school started last August 2016. In addition, there were seventy (70) behavior plans developed for enrolled children.

One thousand five hundred and fifty-eight (1,558) hearing screenings were completed since school started last August 2016.

One thousand two (1,002) new children completed the screenings for Speech/Language, Socio-emotional, and Developmental.

Sixty-one (61) visits to centers were completed for the month of October 2016 to centers to: provide technical assistance to staff, conduct observations, conduct health screenings, and complete monitoring visits.

Note: Report from 4 Disabilities/Mental Health Coordinators

Orange County Head Start

Parent Family and Community Engagement 2016-2017

Monthly Report: November 2016

- One thousand five hundred fifty one (1551) children were enrolled in the Head Start Program for the month of November 2016.
- Two hundred twenty three (223) children are on the Waiting List 2016-2017.
- Ten (10) Attendance home visits
- Three (3) families received Crisis/Emergency Assistance.
- Twelve (12) parents received Educational Services.
- Four hundred sixty five (465) Health Services Follow ups were done by Community Service Worker.
- Fifty nine (59) families were referred for family services.
- Six hundred thirty one (631) were provided families services
- Twenty five (25) Parent Meetings were held this month. Five hundred thirty three (533) parents attended parents meetings. Sixty one (61) males attended.
- Twelve (12) Fatherhood Activities was held this month. Sixty five (65) fathers attended fatherhood initiatives.
- Twenty (20) Parents Trainings were held this month. Three hundred forty one (341) parents attended Parents Trainings.

Trainings:

- Positive Discipline
- Child Sexual Abuse Prevention
- Open Doors
- Budgeting
- Importance of health records
- School Readiness

ORANGE COUNTY HEAD START 2016-2017

PARENT, FAMILY AND COMMUNITY ENGAGEMENT



ERSEA REPORT

MONTH: November

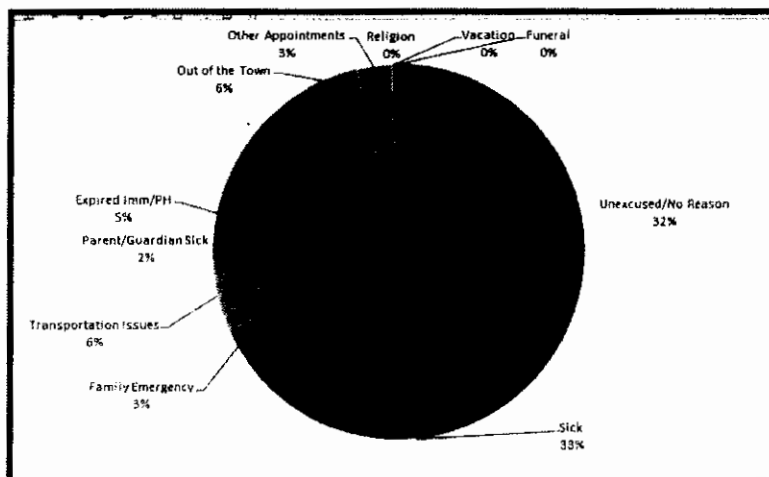
YEAR: 2016

Sites	Funded Enrollment	Monthly Enrollment	10% IEP	Drops YTD	Waiting List	New Applications	Monthly Attendance
Aloma	34	34	3	1	21	0	94%
Bithlo	30	30	3	2	4	0	91%
Callahan	45	45	2	2	5	1	95%
Denton Johnson	35	35	4	5	17	1	93%
Dover Shores	34	34	2	2	4	2	89%
East Orange	160	160	24	13	7	5	91%
Engelwood	60	60	10	7	9	3	88%
Evans	13	13	0	0	3	0	88%
Grand Avenue	34	34	4	2	7	1	88%
Hal P Marston	120	120	5	18	9	4	89%
John Bridges	120	120	15	9	23	1	89%
Lila Mitchell	83	83	11	10	11	3	93%
Maxey	60	60	8	9	2	3	90%
Orlando Tech	14	14	0	2	0	0	96%
Pine Hills	189	189	11	17	18	3	93%
SO YMCA	60	60	5	4	9	3	91%
Southwood	120	120	19	8	20	7	91%
Taft	120	120	15	6	11	1	86%
Tangelo	15	15	0	2	0	1	90%
Ventura	17	17	3	3	11	2	92%
WS ELC	68	68	11	3	16	6	88%
WS Hope	105	105	7	4	15	2	93%
OCHS Total	1536	1536	10%	129	222	49	91%

REASONS OF ABSENCES

November 2016

Unexcused	812
Sick	847
Family Emergency	82
Transportation Issues	156
Parent/Guardian Sick	48
Expired Immunizations/PH	111
Dr. Appointments	253
Out of the Town	151
Other Appointments	75
Religion	5
Vacation	5
Funeral	8
Total	2553

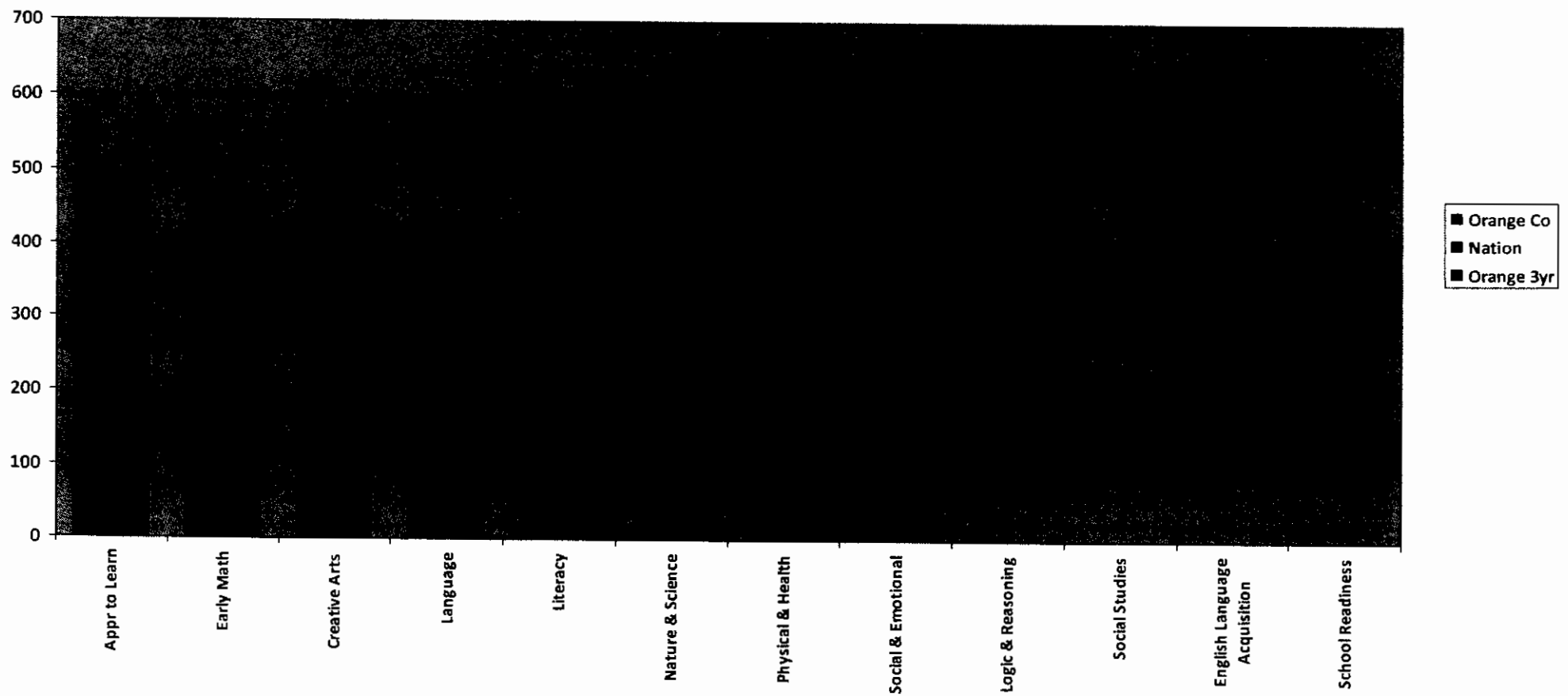


RECRUITMENT EFFORTS PER SITE 2016-2017

Site	# Recruitment Efforts	Summary
Aloma		
Bithlo		
Callahan	3	Sunshine Coin Laundry, Silver Coin Laundry, Mama's Homestyle cooking
Denton Johnson	2	Taco Bell, Laundromat
Dover Shores		
East Orange		
Engelwood		
Evans		
Grand Avenue		
Hal P Marston	3	Greenland Suites, Goodwill Orlando Job Connections, Maxwell Terrace
John Bridges		
Lila Mitchell	3	Marina Landings, Trade winds Apartments, Azaret Metrowest
Maxey		
Orlando Tech		
Pine Hills	1	HR Block
South Orlando YMCA		
Southwood		
Taft		
Tangelo		
Ventura		
Washington Shores ELC		
Washington Shores Hope		



Orange County
Head Start
Education Service Area
Child Outcomes
8/15/16 -11/30/16
3year olds, 4 year olds and nation





Orange County Head Start



Eligibility Priority Selection Criteria 2017-2018		Assigned Points
A	Age	
	4 years	95
	3 years	55
B	Categorically Eligible	
	Foster Child	500
	Homeless (McKinney Vento Act)	500
	Income	
	Currently in TANF/SSI benefits (Income Eligible)	100
	0%-25% Poverty Level	100
	26%-50% Poverty Level	75
	51%-75% Poverty Level	50
	76%-100% Poverty Level	25
	100% - 130% Over Income DIAGNOSED DISABLED CHILD ONLY (IEP)	0
	130% - Over Income DIAGNOSED DISABLED CHILD ONLY (IEP)	0
	100% - 130% Over Income – NO Disability	0
	Over Income – NO Disability	0
C	Disability	
	Diagnosed (Public School IEP)	200
	Diagnosed (Documented by Professional)	100
	Suspected (Documented by Professional)	25
D	2016-2017 Waiting List Child	
	2016-2017 Waiting List Child	25
E		
	Child Abuse/Neglected (Documented by Agency)	55
	Domestic Violence (Documented by Agency)	55
	Incarcerated Parent (Documented by Agency)	55
F	Alcohol, Drug Abuse, or Mental Illness (Documented by Agency)	55
	Other Factors:	
	Teen Parent – 19 years old or less	25
	Military Deployed (Documented by Agency)	5
	Sibling enrolled at Head Start	5
G	Migrant Family / Refugees Family (Documented by Agency)	25
	Parental Status	
	Foster Parent	25
	Legal Guardian / Relative Caregiver	25
H	One Parent	25
	Agency Referral	
	DCF/Court Referral	15
	OCPS Early Steps	15
	Transitioning from Early Head Start/Head Start Program (Documented by Agency)	25
	Kinship / Caregiver Assigned by DCF/ Court	15
	Homeless (Referral)	15
I	Orange County Community Partners	15
	Health Chronic Illness (Documented by Professional)	25
	Child Nutritional Needs (Special Diet/WIC Documented by Professional or Agency)	10

10/18/2016

ERSEA Steering Committee (Staff and Parents)

12/1/2016

ERSEA Steering Committee (Community Partners and Parents)

12/15/2016

Approved by Policy Council



ORANGE COUNTY GOVERNMENT
HEAD START
POLICY COUNCIL MEETING
MINUTES
(CORRECTED)



Great Oaks Village
1718 E. Michigan Street
Orlando, FL 32806
November 17, 2016

Call to Order by: Jeneka Lloyd, Chairperson 6:37 p.m.

Roll Call by: Idalmis Echevarria – Secretary, Bithlo
Chairperson Lloyd stated a quorum was established.

In Attendance

Jeneka Lloyd	Past Parent	Chairperson
Cecilia Pierre	Aloma	Representative
Idalmis Echevarria	Bithlo	Representative
Annakay McCrae	Callahan	Representative
Malcolm Scarlett	Denton Johnson	Representative
Charmaine Jobson	East Orange	Vice-Chairperson
Yasmine Rodriguez	East Orange	Alternate
Natalia Garcia	Engelwood	Representative
Wilthere Philistin	Evans	Representative
Jacqueline Eugene	Hal P. Marston	Treasurer
Blanca Vallejo	John Bridges	Representative
Courtney Sanders	Maxey	Representative
Leah Ackerman	Orlando Tech	Alternate
Simoane West	Pine Hills	Alternate
Abigail Soriano	Southwood	Representative
Shearly Mirabal	Taft	Representative
Bianca Santos	Tangelo	Representative
Jennifer Molina	Tangelo	Alternate
Tonette Vance	WS / ELC	Representative
Darline Demosthene	WS / ELC	Alternate

Excused

Yameli Roman	Dover Shores	Representative
Tiffany Thomas	Lila Mitchell	Representative
Heather Chisholm-Wright	Pine Hills	Representative

Visitors

AnnMarie Alvarado	CHS Early Head Start
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Yamilie Cruz	Grand Avenue
Lowell Moore	What A Fan
Jesselyn Moore	What A Fan
Luz Pizarro	W/S @ the Hope

Staff

Sonya Hill	Main Office	Manager
Milagros Font	Sr. Program Manager	Main Office
Sandra Ruff	Fiscal Manager	Main Office
Sandra Moore	Main Office	Administrative Assistant
Avis McWhite	Main Office	Sr. Program Manager
Polly Boulter	Teacher Assistant	Hal Marston
Felicia Williams	Teacher Assistant	Hal Marston
Pedro Berrios	Warehouse	Warehouse Tech
Colette Thomas	Sr. Family Service Worker	Main Office
Yvette Meade	Admin Specialist	Main Office
Eileen Orleman	Education Coordinator	Main Office
Bernice Mendez	Sr. Family Service Worker	Main Office
Tambra Jackson	Center Manager	Pine Hills
Aturia Hall	Center Manager	Grand Ave / Tangelo
Toja Burton	FSW	East Orange
Rashea Drakes	FSW	Denton Johnson
Ana Sepulveda	Center Manager	East Orange
Tiffany Brown	Center Manager	Lila Mitchell
Tonette Stenson	Center Manager	Callahan

Chairperson Lloyd requested a motion to accept the Agenda adding What a Fan as a Speaker

Motion: Tonette Vance, WS/ELC Representative
Second: Shearly Mirabal, Taft, Representative
Status: The motion was carried with no objections

Speakers:

Lowell Moore and Jesselyn Moore from What A Fan. Mr. Moore brought flyers inviting all to the upcoming Christmas Part at Fun Spot on December 11th, 1:00 – 5:00. Free rides, games, food, and each child will leave with a present. They will also have a huge spot on Church Street and Tampa Ave. for the Classic with free activities for children. They welcome gift donations to be used at the Fun Spot Event.

Chairperson Lloyd requested a motion to approve the October 20, 2016 minutes

Motion: Jacqueline Eugene, Hal P. Marston, Treasurer
Second: Charmaine Jobson, East Orange, Vice Chairperson
Status: The motion was carried with no objections

HR Report by Avis McWhite

Avis McWhite, Sr. Program Manager is seeking approval to terminate employees who did not renew their certifications

Chairperson Lloyd requested a motion to approve the HR report with recommendations

Motion: Idalmis Echevarria, Bithlo, Secretary

Second: Tonette Vance, WS/ELC, Representative

Status: The motion was carried with no objections

Budget Report by Sandra Ruff, Fiscal Manager

There were questions from the Council why certain expenditures of food were made and these questions were answered by Ms. Ruff, Kerry Ann Smith, Nutrition Coordinator and Milagros Font, Sr. Program Manager. Certain expenditure is higher depending the time of the program year. Sonya Hill, Division Manager, brought out the 3 tier process to ensure accountability.

Head Start Division Manager Report:

- Notice of Award – OCHS received \$6,367,169.00 from the Office of Head Start. This is a partial amount of the total to be received over 5 years.
- Family and Child Experiences (FACES) – OCHS has been selected to participate in this important study. They will be collecting data designed to gather information about the experiences and outcomes of our children and families and observe relationships among family and program characteristics, classroom quality, and school readiness.
- OSH released an Information Memorandum on 11/7/16 highlighting new requirements related to expulsion and suspension. (enclosed in packet)

Service Area Reports:

Education / Child Outcomes by Eileen Orleman, Education Coordinator

Childhood Health and Developmental Services by Milagros Font, Sr. Program Manager

Parent, Family & Community Engagement by Bernice Mendez , Sr. Family Service Worker

Old Business:

- Getting Ahead In a Just Gettin' By World by Bernice Mendez – encouraged to get the word out to all who qualify to join this life changing 15 week program starting in January 2017. Sonya Hill went to Tallahassee to preview the program recently.

New Business:

- Florida Head Start Association (FHSA) Conference was held in Jacksonville, FL. Charmaine Jobson, Vice-Chairperson attended and gave an update. The next one will be held in Orlando March 14 – 17, 2017.

- National Center on Early Childhood Health and Wellness 2016 Healthy Active Living Learning Collaborative is accepting applications for a \$3k grant. This will aid parents, child and staff to achieve a healthy lifestyle.

Chairperson Lloyd requested a motion for approval to apply for the grant

Motion: Shearly Mirabal, Taft, Representative

Second: Jacqueline Eugene, Hal P. Marston, Vice Chairperson

Status: The motion was carried with no objections

Public Comment:

Avis McWhite, Sr. Program Manager announced an On-Boarding event to be held on 11/29/16 at Facilities Management Training Room for anyone interested in working in the child care / education field. It will be held from 9:30 – 11:30.

Jacqueline Eugene, Vice Chairperson announced the next "Mommy Moment" event at Hal Marston, 2:00 – 4:00. It will be a Q&A Pot Luck with 4 Male Guest Speakers.

Jeneka Lloyd, Chairperson announced that Southwood had 100% participation in the parent survey.

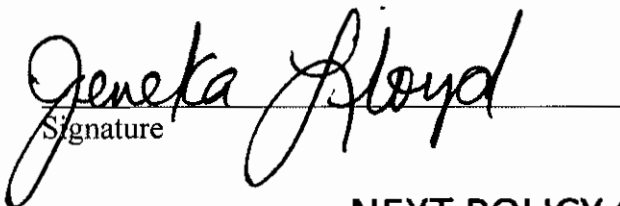
Chairperson Lloyd requested a motion to adjourn meeting

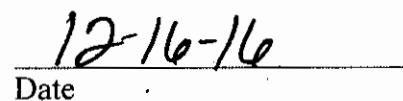
Motion: Charmaine Jobson, East Orange, Vice Chairperson

Second: Malcolm Scarlett, Denton Johnson, Representative

Status: The motion was carried with no objections

Meeting Adjourned at 8:14 p.m.


Signature


Date

**NEXT POLICY COUNCIL MEETING
THURSDAY, DECEMBER 22, 2016
1718 E. MICHIGAN ST
Orlando, FL 32806**



Interoffice Memorandum

January 19, 2017

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

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

FROM: Lavon B. Williams, Manager, Esq., AICP
Neighborhood Preservation and Revitalization Division

SUBJECT: Consent Agenda Item – February 7, 2017
February 2017 Neighborhood Pride Entranceway Grant
Recipients

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. The Neighborhood Pride Grants are available countywide in amounts ranging between \$1,500 to \$10,000. Neighborhood Pride Grant applications are accepted year-round and are reviewed monthly by the Neighborhood Grants Advisory Board (NGAB).

The NGAB is recommending the approval of two Entranceway Improvement Grants for Tuscany Ridge HOA and Lake Heiniger Estates HOA. (see Attachment A). The grant requests are displayed in greater detail in Attachments B and C. The grant requests were reviewed and scored by Orange County staff and presented to the NGAB for recommendation. The applications were reviewed based on project feasibility, organizational readiness, and benefit to the community. In addition, the applications were reviewed against the County's permitting requirements to ensure that the project would comply with appropriate County codes. Finally, the organizations were required to document the appropriate cash match and demonstrate an ability to maintain the project.

ACTION REQUESTED: Approval of February 2017 Neighborhood Pride Entranceway Grants as recommended by the Neighborhood Grants Advisory Board for Tuscany Ridge HOA (\$3,700) and Lake Heiniger Estates HOA (\$3,500). Districts 1 and 2.

Attachment(s)

c: Antwan Nelson, Neighborhood Preservation and Revitalization Division
Karen S. Willis, Chairperson, Neighborhood Grants Advisory Board

LBW/ydl

Neighborhood Pride Entranceway Grant
Orange County Board of County Commissioners
February 7, 2017 Consent Agenda
ATTACHMENT A

District	Organization	Type of Organization	Project	Property Ownership	Estimated Amount	Community Match	Project Location
1	Tuscany Ridge HOA	HOA	Paint Entranceway and repair lighting	Private	\$3,700	\$185	Belflore Way and Gotha Road
2	Lake Heiniger Estates HOA	HOA	Reader Board Installation and Pressure Wash Wall	Private	\$3,500	\$175	Lakeview Drive and West Orange Avenue
			Total Requests		\$7,200		

Neighborhood Pride Grant Profile

Organization Name: Tuscany Ridge HOA

Request Amount: \$3,700

Commission District 1: Betsy VanderLey

Matching Amount: \$185

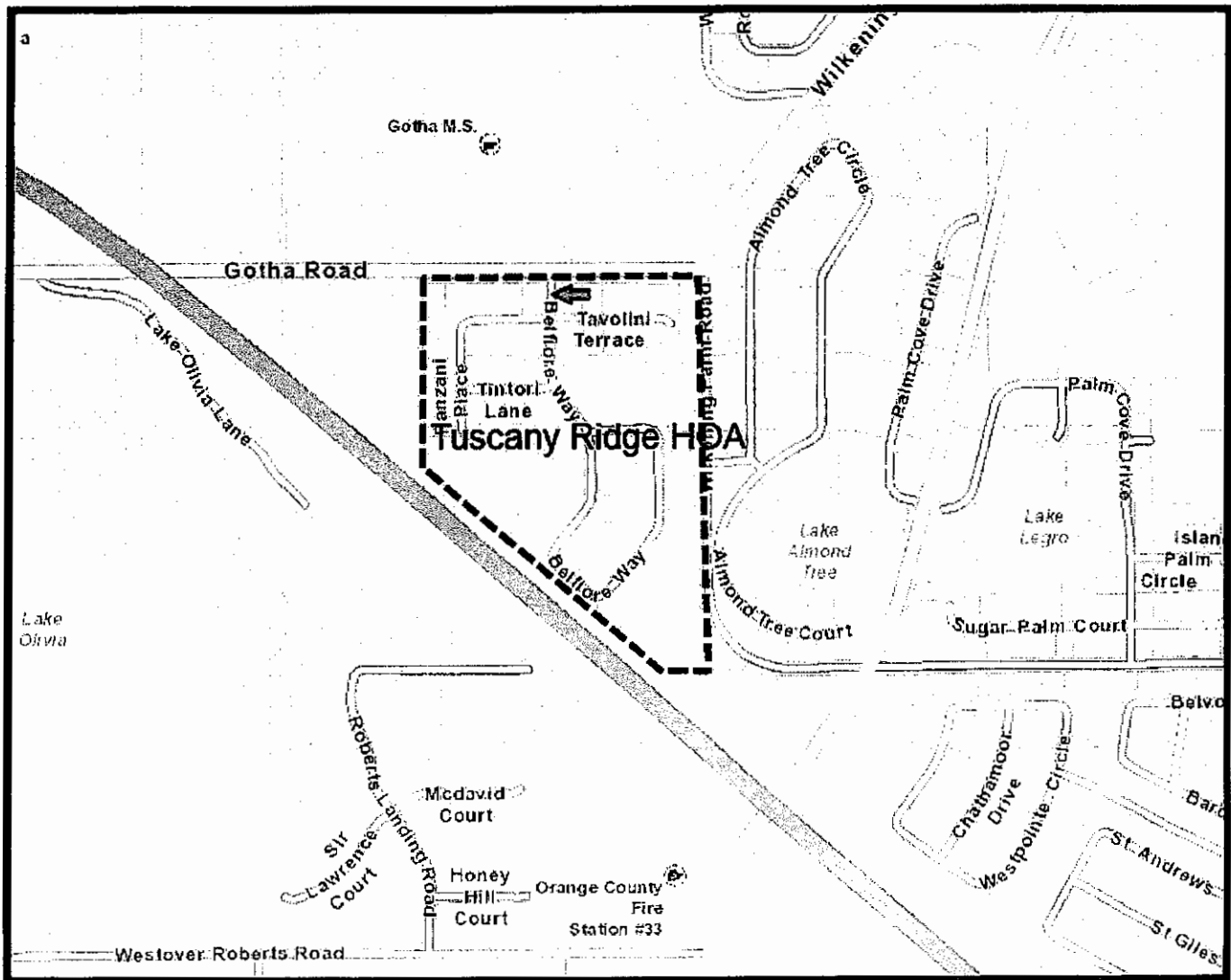
Municipality Jurisdiction: N/A

Total Project Cost: \$3,885

Property Ownership: Private

Type of Grant: Entranceway Grant

Summary: The neighborhood wishes to paint existing entranceway features, replace ground lights and install a fountain at the community entrance.



Neighborhood Pride Grant Profile

Organization Name: Lake Heiniger Estates HOA

Request Amount: \$3,500

Commission District 2: Bryan Nelson

Matching Amount: \$175

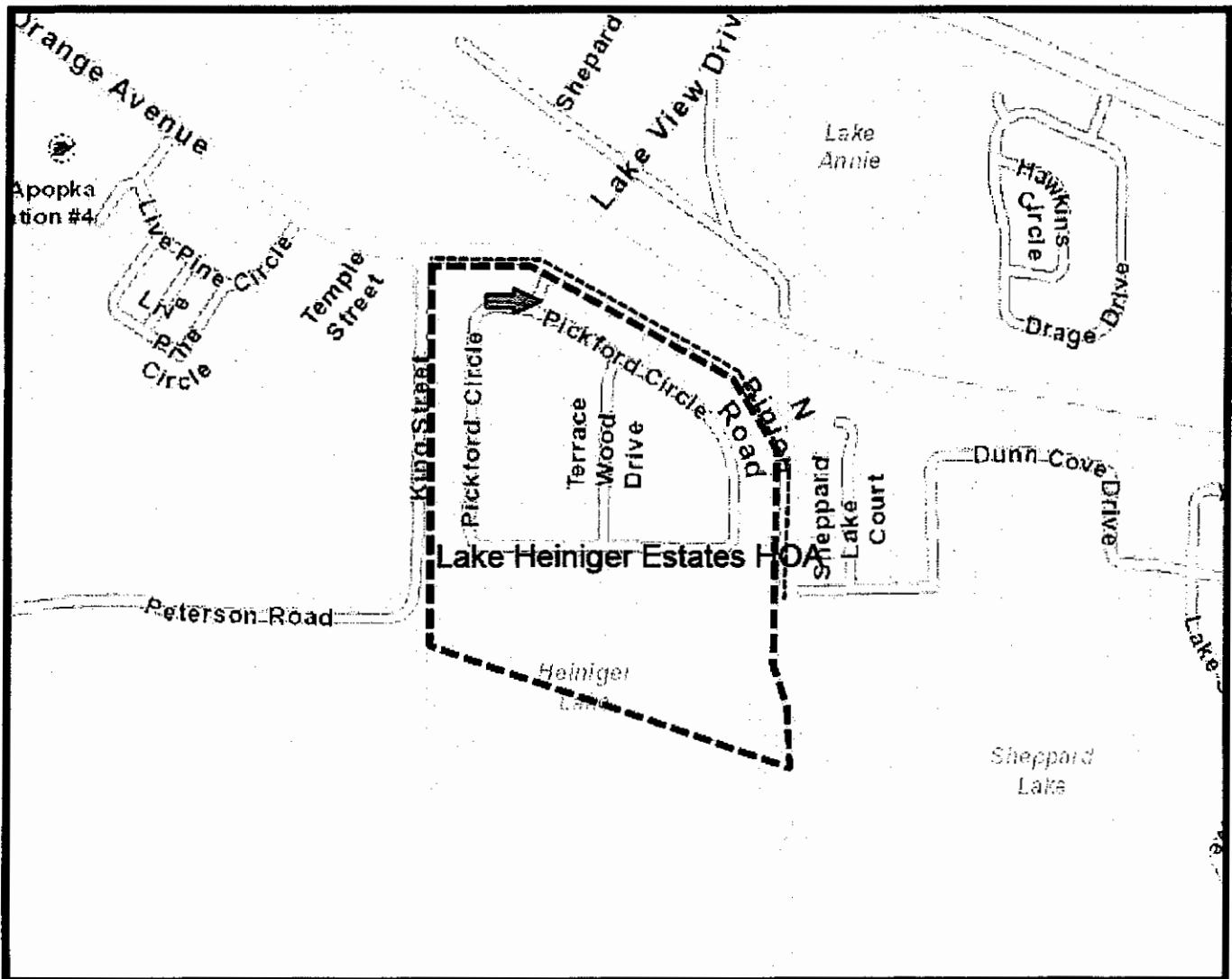
Municipality Jurisdiction: Apopka

Total Project Cost: \$3,675

Property Ownership: Private

Type of Grant: Entranceway Grant

Summary: The neighborhood wishes to install a reader board sign and pressure wash their community wall.





Interoffice Memorandum

I. CONSENT AGENDA
FAMILY SERVICES
DEPARTMENT
5

AGENDA ITEM

January 13, 2017

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

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

FROM: Lavon B. Williams, Manager, Esq., AICP
Neighborhood Preservation and Revitalization Division

SUBJECT: Consent Agenda Item – February 7, 2017
February 2017 Neighborhood Pride Landscaping Grant Recipient

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. The Neighborhood Pride Grants are available countywide in amounts ranging between \$1,500 to \$10,000. Neighborhood Pride Grant applications are accepted year-round and are reviewed monthly by the Neighborhood Grants Advisory Board (NGAB).

The NGAB is recommending approval of a Landscaping Grant for Deer Lake Run HOA (see Attachment A). The grant request is displayed in greater detail in Attachment B. The grant request was reviewed and scored by Orange County staff and presented to the NGAB for recommendation. The application was reviewed based on project feasibility, organizational readiness, and benefit to the community. In addition, the application was reviewed against the County's permitting requirements to ensure that the projects would comply with appropriate County codes. Finally, the organization was required to document the appropriate cash match and demonstrate an ability to maintain the project.

ACTION REQUESTED: Approval of February 2017 Neighborhood Pride Landscaping Grant as recommended by the Neighborhood Grants Advisory Board for Deer Lake Run HOA (\$2,000). District 2.

Attachment(s)

c: Antwan Nelson, Neighborhood Preservation and Revitalization Division
Karen S. Willis, Chairperson, Neighborhood Grants Advisory Board

Neighborhood Pride Landscaping Grant
Orange County Board of County Commissioners
February 7, 2017 Consent Agenda
ATTACHMENT A

District	Organization	Type of Organization	Project	Property Ownership	Estimated Amount	Community Match	Project Location
2	Deer Lake Run HOA	HOA	Landscaping	Private	\$2,000	\$500	North Thompson Road and Buck Point Pass
			Total Requests		\$2,000		

Neighborhood Pride Grant Profile

Organization Name: Deer Lake Run HOA

Request Amount: \$2,000

Commission District 2: Bryan Nelson

Matching Amount: \$500

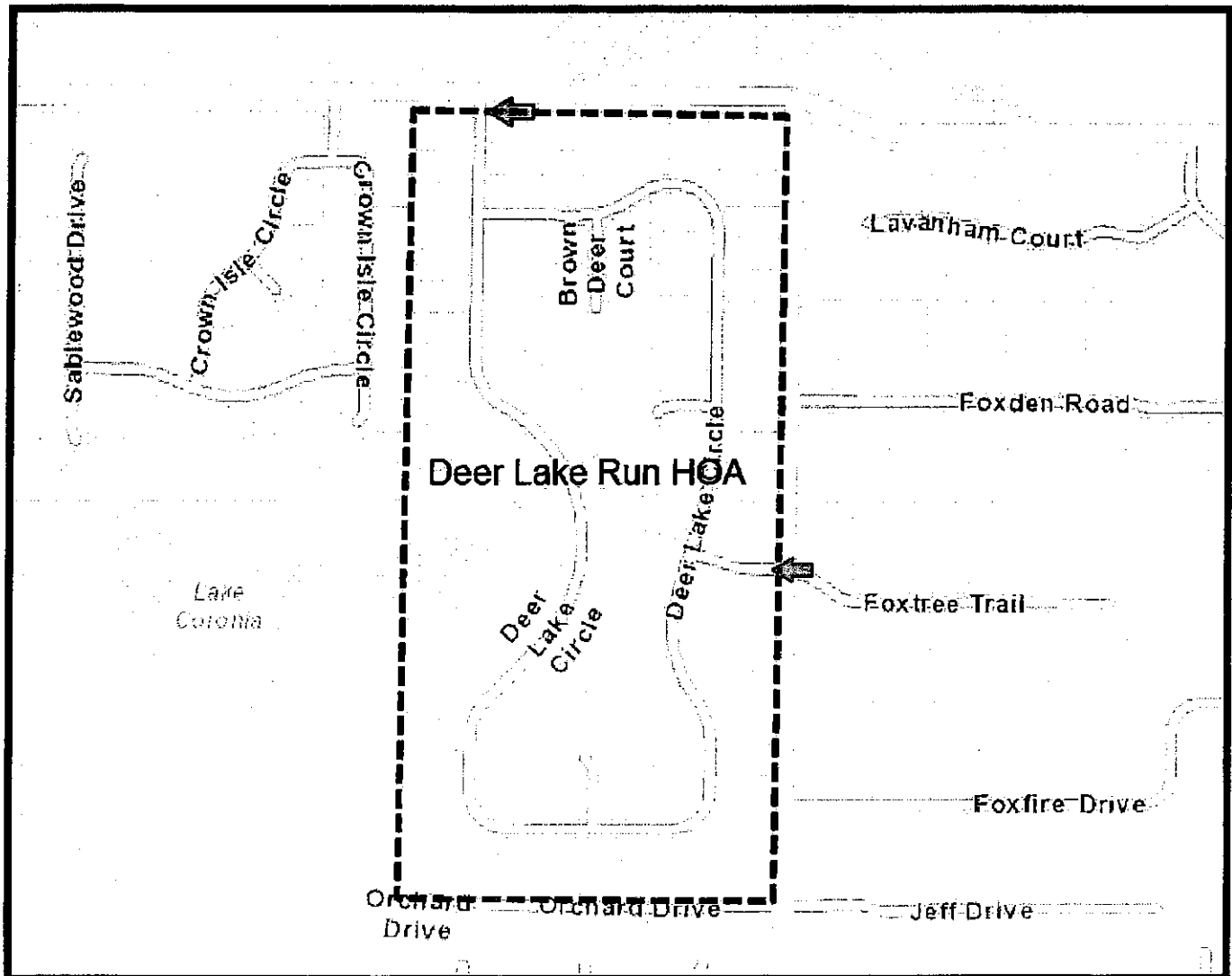
Municipality Jurisdiction: N/A

Total Project Cost: \$2,500

Property Ownership: Private

Type of Grant: Landscaping Grant

Summary: The neighborhood wishes to install landscaping at their community entrances. The homes within this neighborhood have met taxable value guidelines.



January 13, 2017

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

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

FROM: Lavon B. Williams, Manager, Esq., AICP
Neighborhood Preservation and Revitalization Division

SUBJECT: Consent Agenda Item – February 7, 2017
February 2017 Neighborhood Pride Wall Repair Grant Recipients

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. There has been a continued interest from a wide range of neighborhood organizations for funding requests under the Neighborhood Pride Grant Program.

In an effort to assist individual property owners and neighborhood organizations to repair damaged subdivision walls, the Neighborhood Pride Grant Program offers wall repair grants. The grants are designed to repair damage to walls that do not exceed more than 50% of the wall value or \$15,000, whichever is less. This grant is not available to organizations that carry insurance on the perimeter walls. The repair grant complements the wall Municipal Service Benefit Unit (MSBU) program that allows subdivisions to construct completely new perimeter walls, which may include demolition of existing walls.

The Neighborhood Grants Advisory Board (NGAB) is recommending Magnolia Lakes Neighborhood and Spring Village Neighborhood Wall Repair Grant Applications to be approved and awarded for February 2017 (see Attachment A). The grant requests are displayed in greater detail in Attachments B and C. The grant requests were reviewed by Orange County staff and presented to the NGAB for recommendation. The applications were reviewed based on project feasibility, organizational readiness, and benefit to the community. In addition, the applications were reviewed against the County's permitting requirements to ensure that the projects would comply with appropriate County codes.

ACTION REQUESTED: Approval of February 2017 Neighborhood Pride Wall Repair Grants as recommended by the Neighborhood Grants Advisory Board for Magnolia Lakes Neighborhood (\$5,000) and Spring Village Neighborhood (\$15,000). Districts 2 and 3.

Attachment

LBW/ydl

c: Antwan Nelson, Neighborhood Preservation and Revitalization Division
Karen S. Willis, Chairperson, Neighborhood Grants Advisory Board

Neighborhood Pride Wall Repair Grant
Orange County Board of County Commissioners
February 7, 2017 Consent Agenda
ATTACHMENT A

District	Organization	Type of Organization	Project	Property Ownership	Estimated Amount	Community Match	Project Location
2	Magnolia Lakes Neighborhood	Neighborhood	Wall Repair	Private	\$5,000	\$0	Riverside Park Road and Magnolia Homes Road
3	Spring Village Neighborhood	Neighborhood	Wall Repair	Private	\$15,000	\$0	Chickasaw Trail and Rain Forest Drive
				Total Requests	\$20,000		

Neighborhood Pride Grant Profile

Organization Name: Magnolia Lakes Neighborhood

Request Amount: \$5,000

Commission District 2: Bryan Nelson

Matching Amount: \$0

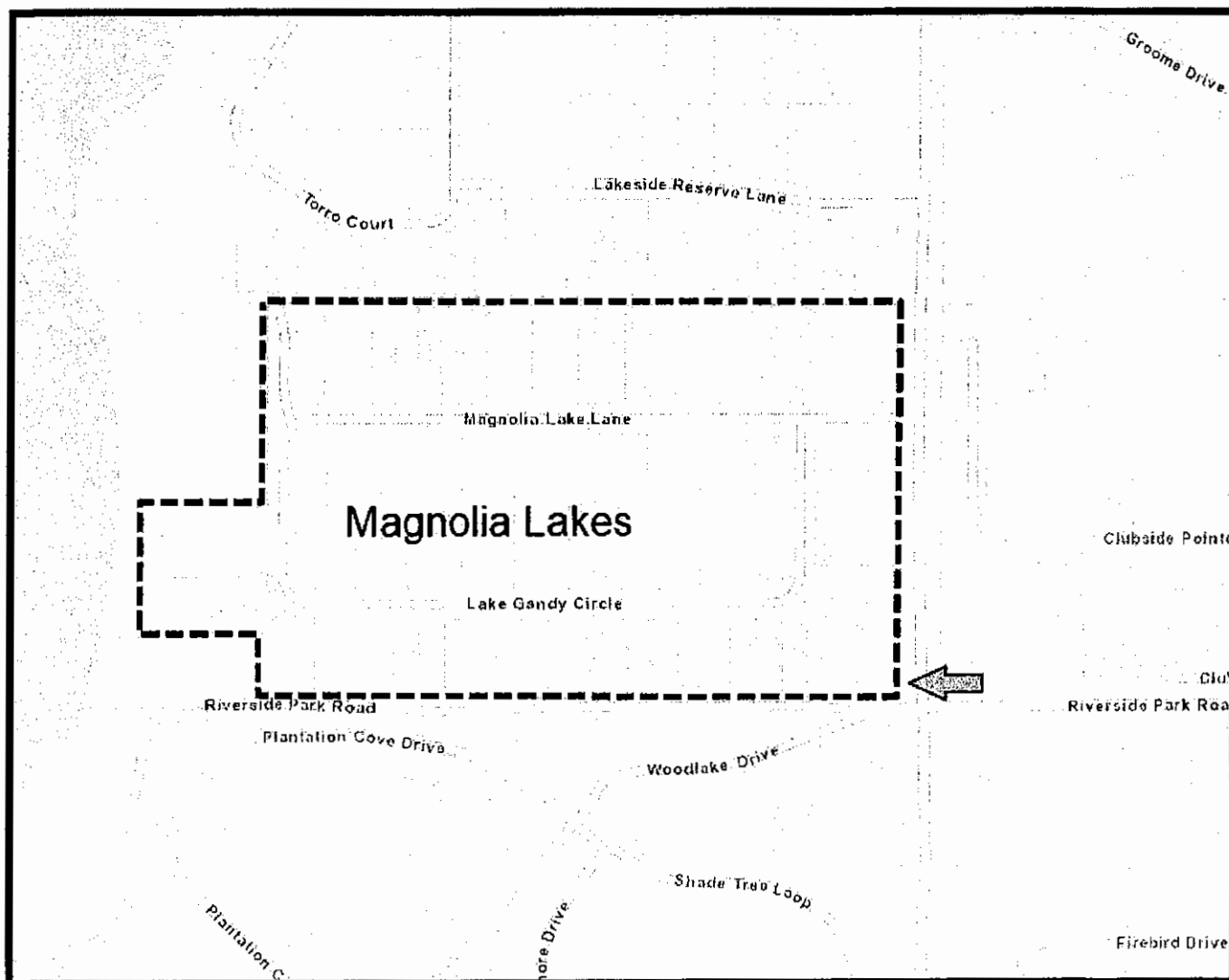
Municipality Jurisdiction: N/A

Total Project Cost: \$5,000

Property Ownership: Private

Type of Grant: Wall Repair Grant

Summary: The neighborhood wishes to repair their community wall. The homes within this neighborhood have met taxable value guidelines.



Neighborhood Pride Grant Profile

Organization Name: Spring Village Neighborhood

Request Amount: \$15,000

Commission District 3: Pete Clarke

Matching Amount: \$0

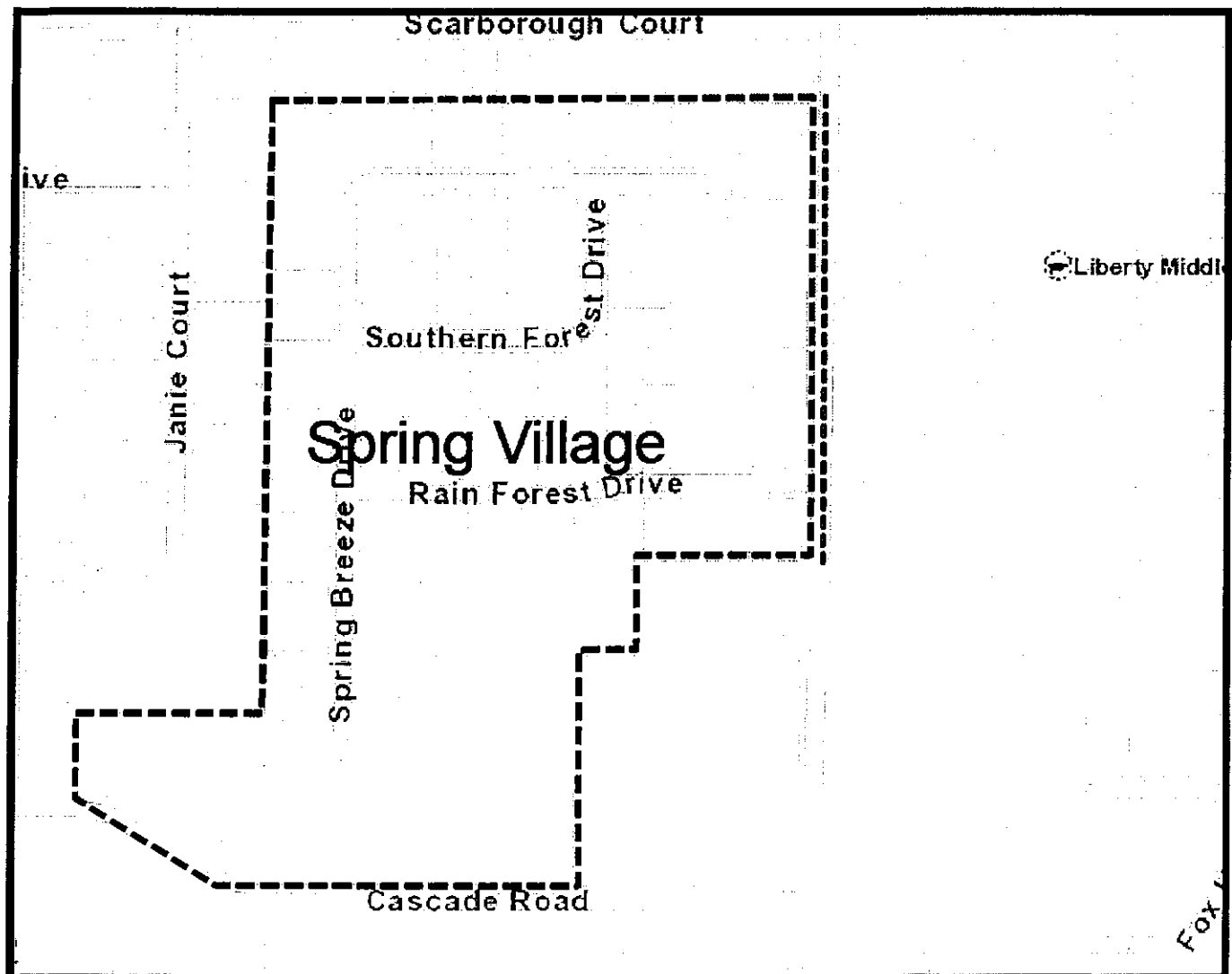
Municipality Jurisdiction: N/A

Total Project Cost: \$15,000

Property Ownership: Private

Type of Grant: Wall Repair Grant

Summary: The neighborhood wishes to repair five sections of their community wall. The homes within this neighborhood have met taxable value guidelines.








FIRE RESCUE DEPAR
OTTO DROZD, III
Fire Chief, EFO, CFO
6590 Amory Court
Winter Park FL 32792
407-836-9112 • FAX 407-836-9106
Otto.Drozdz@ocfl.net

I. CONSENT AGENDA
FIRE RESCUE
DEPARTMENT
1

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

THROUGH: George A. Ralls, M.D.
Deputy County Administrator 

FROM: Otto Drozd III, Fire Chief
Fire Rescue Department 

CONTACT PERSON: **Ronald B. Plummer, Manager, OEM**
PHONE NUMBER: 407-836-9026 

SUBJECT: February 7, 2017 - Consent Agenda Item
Disaster Relief Funding Public Assistance Agreement
between the State of Florida, and Orange County Board
of County Commissioners as Subgrantee/Subrecipient
Contract Number: 17-PA-U5-06-58-02-178

The State of Florida has requested that Orange County approve and execute the Disaster Relief Funding Public Assistance agreement Contract Number: 17-PA-U5-06-58-02-178 in order to receive reimbursement for costs incurred due to a Federal Declared Emergency incident (Hurricane Matthew).

The State of Florida and the Federal Emergency Management Agency (FEMA) have entered into an agreement concerning the governing of funds and the State has agreed to share costs, as appropriated, with its Subgrantees/Subrecipients, including Orange County.

ACTION REQUESTED: Approval and execution of Hurricane Matthew
Disaster Declaration (FEMA-4283-DR-FL)
Federally Funded Public Assistance State
Agreement Contract Number: 17-PA-U5-06-58-
02-178 between the State of Florida, Division of
Emergency Management and Orange County.

OD/atk

Attachments

C: George A. Ralls, MD, Deputy County Administrator

Contract Number: 17-PA-U5-06-58-02-178

Subgrantee/Subrecipient: Orange County

FIPS/PAID Number: 095-99095-00

HURRICANE MATTHEW DISASTER DECLARATION (FEMA-4283-DR-FL)

Federally Funded Public Assistance State Agreement

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, whose headquarters is in Tallahassee, Leon County, Florida (hereafter referred to as the "Grantee/Recipient"), and:

(hereinafter referred to as the "Subgrantee/Subrecipient").

WHEREAS,

On October 8, 2016, President Barack H. Obama issued a Major Disaster Declaration designated FEMA-4283-DR-FL for the State of Florida as a result of Hurricane Matthew; and

WHEREAS,

The Declaration, as amended, authorizes Public Assistance funding for eligible disaster recovery efforts in Bradford, Brevard, Clay, Duval, Flagler, Indian River, Lake, Martin, Nassau, Palm Beach, Putnam, Seminole, St. Johns, St. Lucie, and Volusia Counties.

WHEREAS,

The FEMA-State Agreement executed October 12, 2016, and subsequently amended, between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees/Subrecipients; and

WHEREAS,

The Subgrantee/Subrecipient is located in the affected area and appears to have suffered eligible damage; now

THEREFORE, the Grantee/Recipient and the Subgrantee/Subrecipient, as evidenced by the execution of this document by affixing the signatures of the parties' authorized representatives below, agree to the following:

1) DEFINITIONS.

- a. As used in this Agreement, the following terms have the following meanings unless another meaning is specified elsewhere:
 - i. **Agreement Sum:** is the Grantee's/Recipient's amount of reimbursement to the Subgrantee/Subrecipient for its verified expenses, subject to the scope of work identified in the Project Worksheet for Small and/or Large Projects.
 - ii. **Eligible activities:** are those activities authorized in the FEMA-State Agreement (located in FloridaPA.org on the main Disaster Summary Page

under "documents"), and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Florida and FEMA.

- iii. **FEMA - State Agreement:** is the agreement executed October 12, 2016, and amended from time to time, between the FEMA and the State of Florida, for a presidential major disaster declaration designated FEMA-4283-DR-FL.
- iv. **Large Project Threshold:** When the approved estimate of eligible costs for an individual project under this major disaster is \$123,100⁰⁰ or greater, it is a Large Project.
- v. **P.2. package:** is the formal notification used for all versions of a Project Worksheet with a change in the funding amount.
- vi. **Project Worksheet (Subgrant Application):** is the primary form used to document the location, damage description and dimensions, scope of work, Special Considerations, and cost estimates for each small or large project. It is the basis for the grant.
- vii. **Reasonable:** for purposes of access to records, is construed according to the circumstances, but ordinarily means during the normal business hours of 8:00 a.m. to 5:00 p.m., local time, on any Monday through Friday that is not a state or federal holiday.
- viii. **Zero (0) Dollar Notification Letter:** is the notification for projects where there are scope changes, improved or alternate projects, ineligible cost or a zero (0) dollar variance closeout.

2) AGREEMENT TO BE BOUND.

- a. The parties enter into this Agreement intending to be bound by same.
- b. The parties specifically agree to comply with all conditions, obligations, and duties imposed by this Agreement, by the FEMA - State Agreement, and by all applicable State and federal laws, regulations, and policies without limitation, including but not limited to 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Florida and FEMA. The Subgrantee/Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Attachment "A" and incorporated herein by reference.

3) FUNDING.

- a. The federal share of the eligible costs specified in the Project Worksheets under this Agreement is seventy-five percent (75%) of such costs, unless a higher percentage is approved. The non-federal share is the remaining amount.
- b. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share.
- c. The Subgrantee/Subrecipient acknowledges that the Grantee's/Recipient's obligation to pay under this Agreement is contingent upon an appropriation by the

State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

- d. Disbursement must be consistent with section 252.37, Florida Statutes. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 C.F.R. Part 206.228 and do not require matching funds may also be funded by FEMA.
- e. Subject to an advance payment of funds by the Grantee/Recipient to the Subgrantee/Subrecipient, the Grantee/Recipient will provide funds on a cost reimbursement basis to the Subgrantee/Subrecipient for eligible activities approved by the Grantee/Recipient and FEMA, as specified in the approved Subgrantee/Subrecipient Project Worksheets.
- f. The Grantee/Recipient may provide some portion of any nonfederal share for some Subgrantees/Subrecipients. As a condition of receipt of the federal funding, the Subgrantee/Subrecipient agrees to provide any nonfederal share not paid by the Grantee/Recipient. The federal allowable costs must be determined as per 2 C.F.R. and 44 C.F.R. §§ 13 and 206.
- g. The approved Project Worksheets will be transmitted to the Subgrantee/Subrecipient, and must state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement.
- h. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. **These actions will be denoted in the final version of the obligated project worksheet for each project.**
- i. The approved Project Worksheets will document the total eligible costs and the total federal share of those costs.
- j. As a condition of funding under this Agreement, the Subgrantee/Subrecipient agrees that the Grantee/Recipient may withhold funds otherwise payable to the Subgrantee/Subrecipient from any disbursement to the Grantee/Recipient, by FEMA or any other source, upon a determination by the Grantee/Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Subgrantee/Subrecipient pursuant to this Agreement or any other funding agreement administered by the Grantee/Recipient.
- k. The Subgrantee/Subrecipient understands and agrees that the Grantee/Recipient may offset any funds due and payable to the Subgrantee/Subrecipient until the debt to the State is satisfied. In such event, the Grantee/Recipient will notify the Subgrantee/Subrecipient via the entry of notes in FloridaPA.org.

4) INSURANCE.

- a. The Subgrantee/Subrecipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Subgrantee/Subrecipient further understands and agrees that If Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

- b. As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Subgrantee/Subrecipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Grantee/Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.
- c. In addition to the preceding requirements, the Subgrantee/Subrecipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Subgrantee/Subrecipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Act further states "If the requirement to purchase insurance is not met, FEMA will not provide assistance for damages sustained in the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.
- d. The Subgrantee/Subrecipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.
- e. The Subgrantee/Subrecipient agrees to notify the Grantee/Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Subgrantee/Subrecipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.
- f. The Subgrantee/Subrecipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

5) DUPLICATION OF BENEFITS PROHIBITED.

- a. The Subgrantee/Subrecipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subgrantee/Subrecipient receive any other duplicate benefits from any source whatsoever.
- b. The Subgrantee/Subrecipient agrees to reimburse the Grantee/Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Subgrantee/Subrecipient has received payment from the Grantee/Recipient.
- c. The Subgrantee/Subrecipient agrees to notify the Grantee/Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of,

applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

- d. In the event the Grantee/Recipient determines the Subgrantee/Subrecipient has received duplicate benefits, the Subgrantee/Subrecipient gives the Grantee/Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subgrantee/Subrecipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

6) COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS.

- a. The Subgrantee/Subrecipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee/Recipient, and in accordance with applicable Local, State, and Federal legal requirements.
- b. If applicable, the contract documents for any project undertaken by the Subgrantee/Subrecipient, and any land use permitted by or engaged in by the Subgrantee/Subrecipient, must be consistent with the local government comprehensive plan.
- c. The Subgrantee/Subrecipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.
- d. The Subgrantee/Subrecipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

7) DOCUMENTATION AND INSPECTIONS.

- a. The Subgrantee/Subrecipient must create and maintain documentation of work performed and costs incurred on each project site identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. If the Grantee/Recipient determines the Subgrantee/Subrecipient has failed to create and maintain such documentation, the Grantee/Recipient may, in its sole discretion, terminate further funding under this Agreement. In such event the Subgrantee/Subrecipient must, within sixty (60) days of receipt of Notice by the Grantee/Recipient, reimburse the Grantee/Recipient for all payments disbursed to the Subgrantee/Subrecipient, together with any and all accrued interest.
 - i. Failure of the Grantee/Recipient to terminate funding when a Subgrantee's/Subrecipient's breach is discovered does not act as a waiver of the Grantee's/Recipient's right to enforce this provision later, nor does failure to enforce this provision in one instance act as a waiver to enforce this provision in other instances.
- b. For all projects, the Subgrantee/Subrecipient must state on the "Project Completion and Certification Report" that all work was performed in accordance with this

Agreement and the requirements in each Project Worksheet, and must state the date of completion.

- c. For Small Projects, the Subgrantee/Subrecipient must notify the State when work is complete and must upload photographs clearly demonstrating completion of the work to the Subgrantee/Subrecipient's FloridaPA.org account.
- d. For Large Projects the Subgrantee/Subrecipient must submit a Request for Closeout on FloridaPA.org, and include.
 - i. a Request for Reimbursement (if funds are owed to the Subgrantee/Subrecipient); and
 - ii. a Summary of Documentation which is automatically created when the request for closeout is submitted on FloridaPA.org.
- e. To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Grantee/Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.
- f. Interim Inspections may be requested by the Subgrantee/Subrecipient, on both small and large projects, to:
 - i. conduct insurance reconciliations;
 - ii. review an alternate scope of work;
 - iii. review an improved scope of work; and/or
 - iv. validate scope of work and/or cost.
- g. Interim Inspections may be scheduled and submitted by the Grantee/Recipient as a request in FloridaPA.org under the following conditions:
 - i. a quarterly report has not been updated between quarters;
 - ii. the Subgrantee/Subrecipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;
 - iii. requests for a Time Extension have been made that exceed the Grantee's/Recipient's authority to approve; and/or
 - iv. there are issues or concerns identified by the Grantee/Recipient that may impact funding under this agreement
- h. The Subgrantee/Subrecipient must submit a request Large Project closeout in FloridaPA.org no later than sixty (60) days after the project's completion.
 - i. The Grantee/Recipient will use its authority to submit a request for project closeout if the Subgrantee/Subrecipient has identified the project to be complete but has failed to submit the request for closeout.

8) PAYMENT.

- a. The Grantee/Recipient agrees to disburse the eligible costs to the Subgrantee/Subrecipient in accordance with the following procedures:

- i. **Funding for Small Projects:** Small project funding will be based on estimated costs, only if actual costs are not yet available. Payment is made on the basis of the initial approved amount, whether estimated or actual. Revisions to the initial Project Worksheet may be required if there are omissions or changes in the scope of work. (Revisions to the Project Worksheets may result in changes in funding level and/or category.) Payment methods are fully described in FEMA's Public Assistance Program and Policy Guide (January 2016). A request to increase cost on small projects is only allowed under a request for a Net Small Project Overrun. A Small Project Netting will require the inspection of *all* small projects to ensure that both the scope of work was completed and that all combined funds were expended.
 1. The Grantee/Recipient agrees to disburse the federal and nonfederal shares of the eligible costs for Small Projects to the Subgrantee/Subrecipient as soon as practicable after execution of this Agreement and formal notification by FEMA of its obligation of the pertinent Small Project Worksheet.
- ii. **Funding for Large Projects:** Although Large project funding must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Subgrantee/Subrecipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments.
 1. The Grantee/Recipient agrees to reimburse the Subgrantee/Subrecipient for the federal and nonfederal shares of the eligible costs for Large Projects as soon as practicable after execution of this Agreement and formal notification by FEMA of its approval of the pertinent Large Project Worksheet and submission of a Request for Reimbursement (RFR) by the Subgrantee/Subrecipient. The submission from the Subgrantee/Subrecipient requesting this reimbursement must include:
 - a) a Request for Reimbursement (available in FloridaPA.org);
 - b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and
 - c) the FEMA Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

- b. Once the work is completed, the Grantee/Recipient and the Subgrantee/Subrecipient will conduct a final inspection to determine if the payments to the Subgrantee/Subrecipient were proper, if it is owed additional monies, or if it must submit repayment to the State for overpayment.
- c. In the event that funds are owed to the State on any Federal grant, all payables are subject to be applied to any receivable until the total debt is satisfied.
- d. The amount which may be advanced may not exceed the expected cash needs of the Subgrantee/Subrecipient for the first three (3) months of the contract term, not to exceed the Federal share.
- e. Advances.
 - i. Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph "3) Funding," above, these payments are not bound by Section 216.181(16), Florida Statutes.
 - 1. The Grantee/Recipient must request a waiver from the State Comptroller each Fiscal year.
 - 2. For a federally funded contract, any advance payment is also subject to 2 C.F.R., federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
 - 3. All advances must be held in an interest-bearing account with the interest being remitted to the Grantee/Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
 - 4. In order to prepare a Request for Advance (RFA) the Subgrantee/Subrecipient must certify to the Grantee/Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Subgrantee/Subrecipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
 - 5. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
 - 6. The Subgrantee/Subrecipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
 - 7. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

8. The Grantee/Recipient may advance funds to the Subgrantee/Subrecipient, not exceeding the Federal share, only if the Subgrantee/Subrecipient meets the following conditions:
 - a) the Subgrantee/Subrecipient must certify to the Grantee/Recipient that Subgrantee/Subrecipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) the Subgrantee/Subrecipient must submit to the Grantee/Recipient the budget supporting the request.
9. The Subgrantee/Subrecipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than 90 days after receipt of the Advance;
10. The Grantee/Recipient may, in its sole discretion, withhold a portion of the federal and/or nonfederal share of funding under this Agreement from the Subgrantee/Subrecipient if the Grantee/Recipient reasonably expects that the Subgrantee/Subrecipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Subgrantee/Subrecipient was improper.

9) FINAL PAYMENT.

- a. The Grantee/Recipient agrees to disburse the final payment to the Subgrantee/Subrecipient upon satisfaction of the following conditions:
 - i. the Subgrantee/Subrecipient must have completed the project to the satisfaction of the Grantee/Recipient;
 - ii. the Subgrantee/Subrecipient must have submitted the documentation required by this Agreement;
 - iii. in the case of Large Projects, the Grantee/Recipient must have performed the final inspection;
 - iv. in the case of Small Projects, the project listing and certification must have been reviewed by the Grantee/Recipient, or alternatively, the Grantee/Recipient must have performed a final inspection (the subgrantee notifies the state when work is complete on small projects, small projects are considered closed when the P.4. has been processed and FEMA has closed the subgrantee Grant); and
 - v. the Subgrantee/Subrecipient must have requested final reimbursement.
- b. The Grantee/Recipient may submit the final Request for Reimbursement (RFR) based on final inspections and closeout versions.

10) RECORDS MAINTENANCE.

- a. The funding of eligible costs under this Agreement and the performance of all other conditions are subject to the following requirements, in addition to such other requirements as may be imposed by operation of law:
 - i. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 2 C.F.R. and 44 C.F.R. § 13, as amended;
 - ii. Office of Management and Budget Circular (OMB) No. A-87, "Cost Principles for State and Local Governments," as amended;
 - iii. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended;
 - iv. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended; and
 - v. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.
- b. The Subgrantee/Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Subgrantee/Subrecipient account closeout by FEMA.
 - i. The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account close out.
- d. Records relating to the acquisition of real property must be retained for five (5) years after final account close out.
- e. The Subgrantee/Subrecipient and its employees or agents, including all sub-contractors or consultants to be paid from funds provided under this Agreement, must allow access to its records at reasonable times to the Grantee/Recipient, the Florida Chief Financial Officer, the Florida Auditor General, the Comptroller General of the United States, the Department of Homeland Security (DHS), and FEMA, to include any designated employees and/or agents of such entities.

11) REPAYMENT BY SUBGRANTEE/SUBRECIPIENT.

- a. If upon final inspection, final audit, or other review by the Grantee/Recipient, FEMA, or any other authority, it is determined that the disbursements to the Subgrantee/Subrecipient under this Agreement exceed the eligible costs, the Subgrantee/Subrecipient must reimburse to the Grantee/Recipient the amount by which the total disbursements exceed the eligible costs no later than forty-five (45)

days from the date the Subgrantee/Subrecipient receives notice of such determination.

- b. All refunds or repayments owing to the Grantee/Recipient under this Agreement are to be made payable to the order of "Division of Emergency Management, Cashier" and mailed directly to:

Cashier, Division of Emergency Management,
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100.

- c. In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee/Recipient for collection, Recipient must pay the Grantee/Recipient a service fee of \$15⁰⁰ or 5% of the face amount of the returned check or draft, whichever is greater.

12) AUDIT

- a. The Subgrantee/Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Subgrantee/Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Subgrantee's/Subrecipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subgrantee/Subrecipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Subgrantee/Subrecipient of such non-compliance.
- e. The Subgrantee/Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Subgrantee's/Subrecipient's fiscal year.
- f. The Subgrantee/Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subgrantee/Subrecipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

- g. The Subgrantee/Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

- h. The Subgrantee/Subrecipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

13) NONDISCRIMINATION BY CONTRACTORS.

- a. Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Subgrantee/Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subgrantee/Subrecipient is also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

14) MODIFICATION AND TIME FOR PERFORMANCE.

- a. Any amendments to, or modification of, this Agreement, including a modification extending the time for completion of a project, must be in writing, must be subject to the same terms and conditions as those set out in the initial Agreement, and takes effect only upon execution by both parties.
- b. Modifications to any Project Worksheet to be funded under this Agreement may be requested by the Subgrantee/Subrecipient through the Grantee/Recipient. The approval of any such modifications, however, is at the sole discretion of FEMA.
- c. Any approved modification to a Project Worksheet must be noted in a new Project Worksheet version for the project and in any amendment to this Agreement.
- d. The time allowed for the performance of eligible emergency work is six (6) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.
- e. The time allowed for the performance of eligible permanent work is eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.
- f. The time for project completion can only be extended once unless the failure of the Subgrantee/Subrecipient to close out the project is caused by events beyond its

control. Extensions cannot be granted for delays caused by lack of cost-share funding.

- g. If any extension request is denied by the Grantee/Recipient, or is not sought by the Subgrantee/Subrecipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension for completed projects.
- h. Failure to complete a project is adequate cause for the termination of funding for that project and require reimbursement to the Grantee/Recipient of any and all project costs.

15) CONTRACTS WITH OTHERS.

- a. If the Subgrantee/Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subgrantee/Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Grantee/Recipient, its employees and/or their contractors, and the Subgrantee/Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.
- b. The Subgrantee/Subrecipient must document in the Quarterly Report the subcontractor's progress in performing its work under this Agreement.
- c. For each subcontract, the Subgrantee/Subrecipient must provide a written statement to the Grantee/Recipient as to whether the subcontractor is a minority vendor as defined in section 288.703, Florida Statutes. Copies of all contracts and subcontracts must be uploaded into FloridaPA.org by the Subgrantee/Subrecipient.
- d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II.
 - i. Grace Period. Notwithstanding the preceding, a Non-Federal Entity (NFE), may choose to continue to comply with the former procurement standards applicable to FEMA awards found at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of two additional fiscal years after December 26, 2014. This is an elective grace period. Note that if an NFE elects to use the previous procurement standards, it must affirmatively document this decision in its internal procurement policies, including the date upon which its grace period (based upon the two additional fiscal years) will end, and that it understand and agrees it must transition to the new procurement standards.

16) LIABILITY.

- a. The Grantee/Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee/Subrecipient is a governmental entity covered under section 768.28 (5), Florida Statutes, the Subgrantee/Subrecipient is solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Further, unless the Subgrantee/

Subrecipient is a governmental entity within the meaning of the preceding sentence, the Subgrantee/Subrecipient, by entering into this Agreement, agrees to indemnify and hold the Grantee/Recipient harmless from any and all claims asserted by third parties in connection with the performance of this Agreement.

- b. For the purpose of this Agreement, the Grantee/Recipient and the Subgrantee/Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- c. Nothing in this Agreement is to be construed as a waiver by the Grantee/Recipient or the Subgrantee/Subrecipient of any legal immunity, nor is anything in this Agreement to be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- d. The Subgrantee/Subrecipient represents that to the best of its knowledge any hazardous substances that may be present at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local requirements concerning such substances.
- e. The Subgrantee/Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance will be addressed in accordance with all applicable legal requirements.

17) REPORTS.

- a. The Subgrantee/Subrecipient must provide Quarterly Reports to the Grantee/Recipient on the Quarterly Report Form available in FloridaPA.org, a sample of which is attached hereto as Attachment "B" and incorporated herein by reference.
- b. The first Quarterly Report is due at such time as the Subgrantee/Subrecipient is notified so. All subsequent Quarterly Reports are due no later than fifteen (15) days after each calendar quarter through the 2nd Quarter after official closure by FEMA. Quarterly Reports must indicate the anticipated completion date (this is not the approved time extension date but the date the Subgrantee/Subrecipient actually expects the project work to be complete for each project), together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement.
- c. Interim inspections must be scheduled by the Subgrantee/Subrecipient before the final inspection, and may be required by the Grantee/Recipient based on information supplied in the Quarterly Reports.
- d. The Grantee/Recipient may require additional reports as needed, in which case the Subgrantee/Subrecipient must provide any such additional reports as soon as practicable.
- e. With respect to a Request for Advance or Reimbursement, Summary of Documentation, and Quarterly Reports, the contact for the Grantee/Recipient will be the State Public Assistance Officer.
- f. If the reports required under this section are not completed with all required information and timely submitted, the Grantee/Recipient must withhold payments payable to the Subgrantee/Subrecipient from any funding agreement.

- g. If reimbursement has not been requested within 720 days of obligation, FEMA may de-obligate funding as an interim financial reconciliation. If this occurs, the delay in funding is not appealable and the Subgrantee/Subrecipient will be eligible for funding when the project is complete and the final inspection has been processed by FEMA.

18) MONITORING.

- a. The Subgrantee/Subrecipient must monitor its performance under this Agreement, as well as that of its subcontractors, agents, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement is achieved, satisfactorily performed, and in compliance with applicable State and federal laws, rules, and regulations.
- b. In addition to reviews of audits conducted in accordance with 2 C.F.R. and OMB Circular A-133, as revised, and section 215.97, Florida Statutes, monitoring procedures may include, but are not limited to, on-site visits by the Grantee/Recipient or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures deemed necessary by the Grantee/Recipient or FEMA. By entering into this Agreement, the Subgrantee/Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee/Recipient. In the event that the Grantee/Recipient determines that a limited scope audit of the Subgrantee/Subrecipient is appropriate, the Subgrantee/Subrecipient agrees to comply with any additional instructions provided by the Grantee/Recipient regarding such audit.
- c. The Subgrantee/Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General.
- d. The Grantee/Recipient will monitor the performance and financial management by the Subgrantee/Subrecipient throughout the contract term to ensure timely completion of all tasks.
- e. The Subgrantee/Subrecipient must update its contacts in FloridaPA.org each quarter and ensure requests for updates are submitted as required by Florida Statutes.

19) MANDATED CONDITIONS.

- a. The Subgrantee/Subrecipient understands and agrees that:
 - i. Invoices for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre and post-audit.
 - ii. The Grantee/Recipient may unilaterally terminate this Agreement for refusal by the Subgrantee/Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, that are made or received by the Subgrantee/Subrecipient or its contractors and subcontractors in connection with this Agreement.

- iii. No funds or other resources received from the Grantee/Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.
- iv. Responsibility for compliance with this Agreement rests with the Subgrantee/Subrecipient, and further agrees that noncompliance with this Agreement is cause for the rescission, suspension, or termination of funding under this Agreement, and may affect eligibility for funding under past and future Subgrantee/Subrecipient Agreements.
- v. If otherwise allowed under this Agreement, all invoices for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- vi. The Grantee/Recipient will not knowingly award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, in violation of the employment provisions contained in 8 U.S.C. § 1324a(e) [§ 74A(e) of the Immigration and Nationality Act ("INA")] and the Grantee/Recipient considers the employment of unauthorized aliens by any contractor a violation of § 274A(e) of the INA. Such violation by the Subgrantee/Subrecipient is grounds for unilateral cancellation of this Agreement by the Grantee/Recipient.
- vii. It will comply with the restriction that a person or affiliate who has been placed on the debarred/convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list will not be allowed to submit a bid on a contract to provide any goods or services to a public entity, will not be allowed to submit a bid on a contract with a public entity for the construction or repair of a public building or public work, will not be allowed to submit bids on leases of real property to a public entity, will not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and will not be allowed to transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the debarred/convicted vendor list or on the discriminatory vendor list.
- viii. If applicable, it must comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, all State and local government services, and in telecommunications.

20) CERTIFICATIONS.

- a. The Subgrantee/Subrecipient certifies that:
 - i. It possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement.
 - ii. The individual executing this Agreement on Subgrantee's/Subrecipient's behalf has the authority to legally execute this Agreement and bind the Subgrantee/Subrecipient to its terms.

- iii. With respect to any Subgrantee/Subrecipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, to the best of its knowledge and belief, that it and its principals:
 - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. have not within the five-year period preceding entering into this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
 - 3. have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under public transaction, or
 - b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- b. The Subgrantee/Subrecipient certifies that to the best of its knowledge and belief:
 - i. No federal appropriated funds have been or will be paid, by or on behalf of the Subgrantee/Subrecipient, 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 1. Subgrantee/Subrecipient understands that 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 Subgrantee/Subrecipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - ii. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required by 41 U.S.C. § 10a, unless it would not be in the public interest or unreasonable in cost.
- c. The Subgrantee/Subrecipient understands and agrees that the language of this certification must be included in the award documents for all sub awards at all tiers

(including subcontracts, sub grants, contracts under grants, loans, and cooperative agreements) and that all Subgrantees/Subrecipients must certify and disclose accordingly. The Subgrantee/Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

- i. Subgrantee/Subrecipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000⁰⁰ and not more than \$100,000⁰⁰ for each such failure.
- d. Where the Subgrantee/Subrecipient is unable to certify to any of the statements in this certification, the Subgrantee/Subrecipient understands it must submit to the Grantee/Recipient (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which the Subgrantee/Subrecipient intends to fund under this Agreement. (See Attachment "C".) Such form must be received by the Grantee/Recipient prior to the Subgrantee/Subrecipient entering into a contract with any prospective subcontractor.

21) TERM.

- a. This Agreement takes effect upon its execution by the last of the signatories and terminates upon approval of account closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement.
 - i. Notwithstanding the above, this Agreement survives account closeout for the purposes of State or federal audit purposes.
- b. The Subgrantee/Subrecipient agrees to commence work on the project(s) specified by this Agreement without delay.

22) DEFAULT, REMEDIES, AND TERMINATION.

- a. Upon the occurrence of any one or more of the following events the Grantee/Recipient may, at its option, terminate this Agreement and any funding under this Agreement, and all obligations of the Grantee/Recipient to disburse further funds under this Agreement terminate at the option of the Grantee/Recipient:
 - i. The determination that any representation by the Subgrantee/ Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or that the Subgrantee/Subrecipient has breached any condition of this Agreement and has not cured such breach in a timely fashion, or that the Subgrantee/Subrecipient is unable or unwilling to meet its obligations under this Agreement;
 - ii. the Subgrantee/Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to the Grantee/Recipient, if Subgrantee/Subrecipient has not cured the condition within thirty (30) days after notice in writing from the Grantee/Recipient;

- iii. any reports required by this Agreement have not been submitted to the Grantee/Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
 - iv. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress, or Office of Management and Budget.
- b. Notwithstanding the preceding, the Grantee/Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment.
- c. Upon the occurrence of any one or more of the foregoing events, the Grantee/Recipient may at its option give notice in writing to the Subgrantee/Subrecipient to cure its failure of performance if such failure can be cured. Upon the failure of the Subgrantee/Subrecipient to cure, the Grantee/Recipient may exercise any one or more of the following remedies:
 - i. terminate this Agreement upon not less than fifteen (15) days' notice of such termination after delivery by certified letter to the Subgrantee/Subrecipient at the address specified in Attachment "D" of this Agreement;
 - ii. commence an action in law or in equity for the judicial enforcement of this Agreement;
 - iii. withhold the disbursement of any payment or any portion of a payment otherwise due and payable to the Subgrantee/Subrecipient pursuant this Agreement; and
 - iv. take any other actions that may otherwise be available in law or in equity.
- d. Upon the rescission, suspension or termination of this Agreement, the Subgrantee/Subrecipient must refund to the Grantee/Recipient all funds disbursed to the Subgrantee/Subrecipient under this Agreement.
- e. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by the Grantee/Recipient does not relieve the Subgrantee/Subrecipient of liability to the Grantee/Recipient for the restitution of funds advanced to Subgrantee/Subrecipient under this Agreement, and the Grantee/Recipient may set off any such funds by withholding future disbursements otherwise payable to the Subgrantee/Subrecipient under this Agreement until such time as the exact amount of restitution due the Grantee/Recipient from the Subgrantee/Subrecipient is determined. In the event that FEMA should de-obligate funds formerly allowed under this Agreement, the Subgrantee/Subrecipient must immediately repay such funds to the Grantee/Recipient. Any de-obligation of funds or other determination by FEMA must be addressed in accordance with the regulations of that Agency.
- f. If the Subgrantee/Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee/Recipient must withhold any disbursement otherwise due the Subgrantee/Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the

violation is not cured, the Grantee/Recipient may terminate this Agreement and invoke its remedies under the Agreement as per this section.

- i. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee/Subrecipient in this Agreement, in any subsequent submission or response to the Grantee/Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes will, at the option of the Grantee/Recipient and with fifteen (15) days written notice to the Subgrantee/Subrecipient, cause the termination of this Agreement and the release of the Grantee/Recipient from all its obligations to the Subgrantee/Subrecipient.

23) ATTACHMENTS.

- a. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- b. In the event of inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments are controlling, but only to the extent of such inconsistencies.
- c. All grant administrative and electronic forms not attached to this Agreement will be provided by the Grantee/Recipient as necessary or posted on the Grantee's/Recipient's website at www.FloridaPA.org.

24) HEADINGS.

- a. Headings used in this Agreement are provided for the convenience of the parties only and cannot be used to construe meaning or intent.

25) GOVERNING LAW.

- a. This contract is governed by, and must be construed in accordance with, the laws of the State of Florida, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, are likewise governed by the laws of Florida.
- b. Except as may be otherwise provided for by statute, any action or proceeding, whether brought by the Grantee/Recipient or the Subgrantee/Subrecipient, relating to or arising out of this contract must be brought in Leon County, Florida and venue will lie therein.

26) ATTORNEY FEES.

- a. Except as may be otherwise provided for by statute, in any action arising out of this Agreement each party shall bear its own attorney's fees and costs.

27) PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES.

- a. Should the Subgrantee/Subrecipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Subgrantee/Subrecipient prior to the payment of such funds by the State as the Grantee/Recipient.
- b. Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

28) DESIGNATION OF AGENT.

- a. The Subgrantee/Subrecipient must complete Attachment "D" by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subgrantee/Subrecipient.
- b. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.
- c. In the event the Subgrantee/Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subgrantee's/Subrecipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

29) NOTICE AND CONTACT.

- a. All notices required to be made to the Grantee/Recipient under this Agreement must be in writing and must be delivered by email, by facsimile, by hand, or by certified letter to the Grantee/Recipient at the following addresses:

Evan Rosenberg, Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Email: evan.rosenberg@em.myflorida.com.

- b. All notices required to be made to the Subgrantee/Subrecipient under this Agreement must be in writing and must be delivered by email, by facsimile, by hand, or by certified letter to the Subgrantee/Subrecipient at the address indicated in Attachment "D" which the Subgrantee/Subrecipient must complete and submit with this Agreement.

30) FEDERALLY FUNDED SUBAWARD

- a. This Agreement and the Project Worksheet (FEMA Form 90-91) combine to form a Federally Funded Subaward and Grant Agreement.

- b. The parties agree that the Federally Funded Subaward and Grant Agreement formed as described above should comply with the requirements of Section 215.971, Florida Statutes.

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
HURRICANE MATTHEW DECLARATION
(FEMA-4283-DR-FL)**

Federally Funded Public Assistance State Agreement

IN WITNESS WHEREOF, the Grantee/Recipient and the Subgrantee/Subrecipient have executed this Agreement:

FOR THE GRANTEE/RECIPIENT:
DIVISION OF EMERGENCY MANAGEMENT

Governor's Authorized Representative

Date

FOR THE SUBGRANTEE/SUBRECIPIENT:

Printed Name and Title

Signature

Date

DUNS Number: _____

Federal Employer Identification Number (FEIN): _____

or

State Agency FLAIR Number: _____

CFDA Number:	_____ 97.036 _____
Federal Fund Number	_____ 20 2 750001 _____
State Fund Number	_____ 20 2 339047 _____

- Attachments:
- A) Statement of Assurances
 - B) Example of Public Assistance Quarterly Report
 - C) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 - D) Designation of Authority with Instructions
 - E) DHS OIG Audit Issues & Acknowledgement
 - F) Justification for Advance Payment

Statement of Assurances

- 1) The Subgrantee/Subrecipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Subgrantee/Subrecipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subgrantee's/Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee/Subrecipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Subgrantee/Subrecipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet federal, State, and local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and
 - ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. create and make available documentation sufficient to demonstrate that the Subgrantee/Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. return the property to its natural state as though no improvements had been contained thereon;
 - iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Subgrantee's/Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. provide supervision over contractors or employees employed by the Subgrantee/Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. leave the demolished site clean, level, and free of debris;
 - vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. obtain all required permits;
 - ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and
 - xii. provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Subgrantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Subgrantee/Subrecipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Subgrantees/Subrecipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Subgrantees/Subrecipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee/Subrecipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Subgrantee/Subrecipient, this assurance shall obligate the Subgrantee/Subrecipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;

- v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
- vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
- vii. The Fish and Wildlife Coordination Act of 1958;
- viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
- ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Subgrantee/Subrecipient by FEMA. The Subgrantee/Subrecipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee/Subrecipient, its successors, transferees, and assignees

FOR THE SUBGRANTEE/SUBRECIPIENT:

Signature

Printed Name and Title

Date

Public Assistance Quarterly Report

Available for Each Subgrantee/Subrecipient on www.FloridaPA.org

Quarterly Report

This form is to report the progress of projects on a quarterly basis. The quarterly due dates are: Quarter 1: March 21, June 20, September 19 and Quarter 2: December 19, March 19, June 18, September 17. Please enter the due date and date. Selecting a project from the Select Project list will populate the form below. Reporting has been completed on projects that are in the Select Project list.

Select Project: 

For this report, projects that are not 100% complete

Type	Category: Capital	Project Name: Project 1
Capital Category	\$45,000.00	
Work Category	Capital	


General	This Quarter	Previous Quarter
Anticipated Final Amount	<input type="text" value="\$45,000.00"/>	\$45,000.00
Expended To Date	<input type="text" value="\$45,000.00"/>	\$1,000.00
Work Percent Complete	<input type="text" value="100.0%"/>	100.0%
Estimated Completion Date	<input type="text" value="Sep 20 2007"/>	Sep 20 2007

Projected Funds to be Requested for Reimbursement

Estimate for FISCAL YEAR July-Sep	<input type="text" value="\$0.00"/>	\$0.00
Estimate for FISCAL YEAR Oct-Dec	<input type="text" value="\$0.00"/>	\$0.00
Estimate for FISCAL YEAR	<input type="text" value="\$0.00"/>	\$0.00
Estimate for FISCAL YEAR	<input type="text" value="\$0.00"/>	\$0.00
Estimate for FISCAL YEAR	<input type="text" value="\$0.00"/>	\$0.00
Estimate for FISCAL YEAR	<input type="text" value="\$0.00"/>	\$0.00

Status

Work Status: 

Cost Status: 

Comments:



Did you know...

- If a project is 100% complete, the Work Status is Requested. The Work Status is Requested.
- If a project is 100% complete, the Project Status is Requested.

**Certification Regarding
Debarment, Suspension, Ineligibility,
and
Voluntary Exclusion**

Subcontractor Covered Transactions:

The prospective subcontractor of the Subgrantee/Subrecipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Where the Subgrantee's/Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor must attach an explanation to this form.)

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____

Signature

Date

Printed Name

Subgrantee's/Subrecipient's Name

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 2: Primary Agent (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Agent (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 4: Other-Finance/Point of Contact (Full Access)

Official's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 6: Other-Environmental-Historical (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Official's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Sub-Grantee's Fiscal Year (FY) Start: **Month:** **Day:**

Sub-Grantee's Federal Employer's Identification Number (EIN) -

Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Sub-Grantee's: FIPS Number (If Known) - -

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

REV. 10-04-16 DISCARD PREVIOUS VERSIONS

Attachment "D"

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Subgrantee's/Subrecipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if *all* authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historical). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

DHS OIG AUDIT ISSUES & ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Subgrantees/Subrecipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.
- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

FOR _____	BY _____
Subgrantee/Subrecipient	Signature
_____ Date	_____ Printed Name and Title

RECIPIENT:

[] ADVANCE REQUESTED

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

[illegible]

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4283-DR]

Docket ID FEMA-2016-0001

Florida; Amendment No. 7 to Notice of a Major Disaster
Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of Florida (FEMA-4283-DR), dated October 8, 2016, and related determinations.

EFFECTIVE DATE: November 4, 2016.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: The notice of a major disaster declaration for the State of Florida is hereby amended to include the following areas among those areas determined to have been adversely affected by the event declared a major disaster by the President in his declaration of October 8, 2016.

Broward, Orange, and Osceola Counties for Public Assistance, including direct federal assistance.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050 Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

W. Craig Fugate,

Administrator,

Federal Emergency Management Agency.

**INSTRUCTIONS TO EXECUTE THE
FEDERALLY FUNDED PUBLIC ASSISTANCE FUNDING AGREEMENT
BY THE SUBGRANTEE/SUBRECIPIENT**

FEMA's Public Assistance program is a Federal grant to aid State and Local governments in returning a disaster area to pre-disaster conditions. A minimum of 75% of eligible cost is provided to primarily address the repair and restoration of public facilities and infrastructure which have been damaged or destroyed, or the restoration of services which were negatively impacted. Eligible Applicants are State, tribal, or local governments, and the owners or operators of certain private nonprofit facilities. In order to be eligible for federal funds, you were required to submit a Request for Public Assistance (RPA). That request has been approved.

FEMA and the State share the responsibility for making Public Assistance funds available to the Subgrantee/Subrecipient. Funds that FEMA obligates to the State via electronic transfer, reside in the Federal account (SMARTLINK) until the State is ready to award grants to the appropriate Subgrantees/Subrecipients.

EXECUTION OF THE AGREEMENT

SIGNATURE AUTHORITY

1. Because your request for Public Assistance (RPA) was approved, it is now necessary for you, as the Subgrantee/Subrecipient, to enter into the attached Agreement with the Florida Division of Emergency Management (the Grantee/Recipient). The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee/Subrecipient *must* be attached to the Agreement for review by the Division.)
 - a. **Corporation:** the chair of the board of directors or president;
 - b. **City:** the mayor or city manager;
 - c. **County:** the chair of the board of county commissioners or the county manager;
 - d. **School Board:** the superintendent;
 - e. **Fire District:** the district chief;
 - f. **Special Districts:** the executive director;
 - g. **Institution of Higher Education:** the president of the institution;
 - h. **Charter School:** the chair of the board of directors;
 - i. **County Sheriff's Office:** the sheriff;
 - j. **State Agencies:** the Secretary or Director of the Agency;
 - k. **All other Subgrantee/Subrecipients:** the chief executive officer of the entity.
2. Copies of the Agreement can be obtained through FloridaPA.org by anyone authorized by the Subgrantee/Subrecipient to access the system.

CHECKLIST FOR EXECUTING THE FUNDING AGREEMENT

In what may be a change from how the Funding Agreement has been executed in previous disasters, it is now necessary take the following steps to ensure that the Funding Agreement and associated documentation is processed as quickly as possible:

- O 1. Download the Agreement and these instructions from the "Funding Agreement" section of your FloridaPA.org Subgrantee/Subrecipient Account Summary page for disaster FEMA-4283-DR-FL within www.FloridaPA.org;
- O 2. Complete all user-defined fields, save the Agreement to your local computer, then print a copy of the Agreement with all attachments. (Print two copies if you want to receive an executed copy with original signatures back from the Division);
- O 3. Have the officer/official listed above, or their designee with signature authority, sign:
 - a. the Statement of Assurances signature page (Attachment A);
 - b. the Funding Agreement on page 23, under the subsection "For the Subgrantee/Subrecipient," (If signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee/Subrecipient must be attached.); and
 - c. the bottom of Attachment D, on the line for "Subgrantee/Subrecipient Authority/Board/Commission Signature."
 - d. The bottom of Attachment E on the line "FOR: Subgrantee/Subrecipient BY:"
- O 4. Scan a PDF copy of the Agreement with *all* Attachments and upload the PDF copy into www.FloridaPA.org. (This can be accomplished by selecting "View Funding Agreement" on the Event Summary page for disaster FEMA-4283-DR-FL.)
- O 5. Once uploaded, advance the Agreement in www.FloridaPA.org, where it will be reviewed and advanced for legal review.
- O 6. Send the original(s) of the signed Agreement by U.S. Mail or courier service to the following address:

Attn: Evan Rosenberg, Bureau Chief
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100.

Once received, the Division's representative will execute the Agreement and a scanned copy of the fully executed Agreement will be uploaded into www.FloridaPA.org. (If the Subgrantee/Subrecipient has sent two copies of the Funding Agreement, each with original signatures, the Division will return one fully executed copy with original signatures to the Subgrantee/Subrecipient. If only one copy with original signatures has been sent by the Subgrantee/Subrecipient, then the Division will retain the resulting fully executed copy of the Agreement.)

OTHER INFORMATION

It is the Subgrantee's/Subrecipient's responsibility to review all of the provisions in the Agreement and Attachments, and completely fulfill its duties and obligations thereunder. While

the provisions may not be modified, the Subgrantee/Subrecipient has the right to consult with counsel and have counsel review the Agreement before signing and submitting it to the Division for acceptance.

While all of the provisions are important and must be complied with, the following provisions are especially important for the Subgrantee/Subrecipient to be aware of:

GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Subgrantees/Subrecipients *must* use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Grantee/Recipient upon request by the Subgrantee/Subrecipient. *The Subgrantee/Subrecipient is required to have working knowledge of the FloridaPA.org system.*

TIMELINE FOR PERFORMANCE OF WORK

COMPLETION DATES

In accordance with 44 C.F.R. § 206.204, the Subgrantee/Subrecipient must complete all projects – whether small projects or large projects – no later than 18 months from the date a major disaster or emergency is declared by the President, except that the Subgrantee/Subrecipient only has 6 months to complete projects related to debris removal and emergency work. Based on extenuating circumstances or unusual project requirements beyond the control of the Subgrantee/Subrecipient, the Grantee/Recipient may – but is not required to – extend the completion deadline for an additional 6 months for debris removal and emergency work, and 30 months for permanent restoration work. The Subgrantee/Subrecipient must notify the State and certify work is complete on small projects.

CLOSEOUT

The Public Assistance Program is considered programmatically closed when FEMA assures that all of the grants awarded under this Agreement for a disaster meet the statutory and regulatory requirements that govern the program. To achieve programmatic closure, the Grantee/Recipient ensures that all funds have been obligated and all work has been completed in accordance with this Agreement. In addition, FEMA must resolve any appeals before programmatic closure is complete. Financial reconciliation of the grant, or grant closure, occurs later, when FEMA and the Grantee/Recipient (State) reach agreement that all applicable administrative actions related to the Public Assistance Program are complete and all program funds related to the disaster have been reconciled. A signed Project Completion and Certification report is required to close this Agreement.



Interoffice Memorandum

I. CONSENT AGENDA
HEALTH SERVICES
DEPARTMENT
1

NDA ITEM

January 19, 2017

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

FROM: Christopher Hunter, M.D., Ph.D., Director
Health Services Department
Contact: 407-836-7611

A handwritten signature in black ink, appearing to be "CH", written over the printed name of Christopher Hunter.

SUBJECT: Paratransit Services License
BeSafe Transportation, LLC
Consent Agenda – February 7, 2017

The EMS Office of the Medical Director requests the approval of the renewal Paratransit Services License for BeSafe Transportation, LLC. BeSafe Transportation, LLC has submitted the attached application requesting approval of a Paratransit Services License to provide wheelchair/stretchers service within Orange County.

The EMS Office of the Medical Director has determined that all requirements have been met by BeSafe Transportation, LLC as contained in Orange County Ordinance 2001-09.

ACTION REQUESTED: Approval and execution of the renewal Paratransit Services License for BeSafe Transportation, LLC to provide wheelchair/stretchers service. The term of this License is from February 1, 2017 through February 1, 2019. There is no cost to the County. **(EMS Office of the Medical Director)**

CH/cf

Attachments

Cc: George A. Ralls, M.D., Deputy County Administrator



RENEWAL PARATRANSIT SERVICES:

APPLICATION FOR LICENSE

APPLICATION DATE: _____

1/10/17

SECTION I: GENERAL INFORMATION

1. NAME OF SERVICE: BESAFE TRANSPORTATION, LLC
2. BUSINESS ADDRESS (INCLUDE COUNTY):
2605 WEMBLEY CROSS WAY
ORLANDO, FLA. 32828
3. CONTACT INFORMATION: Name Juan and Cecile Nabong
Business Phone (407) 275-5341
Mobile Phone (407) 810-1585
Email cecilenabong@msn.com
montyenabong@yahoo.com
4. OWNERSHIP TYPE: ☒ PRIVATE CORPORATION ☐ GOVERNMENT AGENCY ☐ OTHER
a. If other, please describe: _____
5. LEVEL OF SERVICE: ☐ WHEELCHAIR ☐ STRETCHER ☒ BOTH
6. PROOF OF CURRENT INSURANCE SUBMITTED TO EMS OFFICE:
☒ YES, DATE: 1/10/17 ☐ NO

SECTION II: VEHICLES AND STAFFING

1. NUMBER OF VEHICLES IN OPERATION: 9

2. EMPLOYEE ROSTER: See 2nd pg

<u>NAME</u>	<u>CURRENT CPR CARD (Y/N)</u>
① WARREN GOPEZ	Y
② KEVIN McBEAN	Y
③ RAYMONDO RIRAD	Y
④ MICHAEL SPRINGETTE	Y
⑤ RAVENELLE STEWART	Y
⑥ AIMEE ONGBO	Y

I, the undersigned representative of the service named in this application, do hereby attest the information provided in this application is truthful and honest to the best of my knowledge, and that my service meets all of the requirements for operation of a paratransit services in Orange County and the State of Florida. I acknowledge that as provided in Orange County Code of Ordinances Chapter 20, Division 3, Section 20-137, licenses obtained by an application in which any material fact was intentionally omitted or falsely stated are subject to revocation.

Aimee Ongbo
SIGNATURE OF APPLICANT OR REPRESENTATIVE

Jan 11, 2017
DATE:

NOTARY SEAL Shea E Ruebusch
NOTARY SIGNATURE



BESAFE TRANSPORTATION ADDITIONAL DRIVER LIST

7-ABELARDO MAGSAKAY	CPR: YES
8-EDWIN VERIN	CPR: YES
9-PETER TRIAS	CPR: YES
10-JORDAN SISON	CPR: YES
11-JOSE PECZON	CPR: YES
12-TOM CORTEZ	CPR: YES
13-ARTEMIO TEMPLA	CPR: YES

License Paratransit Services

Orange County
Board of County Commissioners
Emergency Medical Services

This is to certify that BESAFE TRANSPORTATION, LLC
has complied with the Orange County Code 2001-9 and Rules and Regulations
established by the Board of County Commissioners and is authorized to operate a Paratransit Service
in Orange County.

Date of Issue: February 1, 2017

Date of Expiration: February 1, 2019



Interoffice Memorandum

I. CONSENT AGENDA
HEALTH SERVICES
DEPARTMENT
2

DA ITEM

January 19, 2017

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

FROM: Christopher Hunter, M.D., Ph.D., Director
Health Services Department
Contact: 407-836-7611

A handwritten signature in black ink, appearing to be "CH", located to the right of the "FROM" field.

SUBJECT: Paratransit Services License
Central Med Transportation, LLC
Consent Agenda – February 7, 2017

The EMS Office of the Medical Director requests the approval of the renewal Paratransit Services License for Central Med Transportation, LLC. Central Med Transportation, LLC has submitted the attached application requesting approval of a Paratransit Services License to provide wheelchair/stretchers service within Orange County.

The EMS Office of the Medical Director has determined that all requirements have been met by Central Med Transportation, LLC as contained in Orange County Ordinance 2001-09.

ACTION REQUESTED: Approval and execution of the renewal Paratransit Services License for Central Med Transportation, LLC to provide wheelchair/stretchers service. The term of this License is from February 1, 2017 through February 1, 2019. There is no cost to the County. **(EMS Office of the Medical Director)**

CH/cf

Attachments

Cc: George A. Ralls, M.D., Deputy County Administrator

RENEWAL PARATRANSIT SERVICES:

APPLICATION FOR LICENSE

APPLICATION DATE: 1-9-17

SECTION I: GENERAL INFORMATION

1. NAME OF SERVICE: Central Med Transportation, LLC
2. BUSINESS ADDRESS (INCLUDE COUNTY):
1250 Tallow Rd Apopka FL 32703
Orange County
3. CONTACT INFORMATION: Name Luis E. Correa
Business Phone 407-902-9108
Mobile Phone 407-921-6767
Email cmtransportation18@gmail.com
4. OWNERSHIP TYPE: ☒ PRIVATE CORPORATION ☐ GOVERNMENT AGENCY ☐ OTHER
a. If other, please describe: _____
5. LEVEL OF SERVICE: ☒ WHEELCHAIR ☒ STRETCHER ☐ BOTH
6. PROOF OF CURRENT INSURANCE SUBMITTED TO EMS OFFICE:
☒ YES, DATE: _____ ☐ NO

SECTION II: VEHICLES AND STAFFING

1. NUMBER OF VEHICLES IN OPERATION: 3 Vans

2. EMPLOYEE ROSTER:

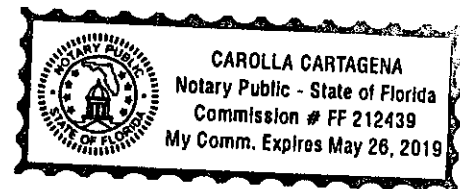
<u>NAME</u>	<u>CURRENT CPR CARD (Y/N)</u>
Luis E. Correa, Gutie, Hernandez, Rafael Figueroa,	
Josue Velazquez, German Gonzalez	

I, the undersigned representative of the service named in this application, do hereby attest the information provided in this application is truthful and honest to the best of my knowledge, and that my service meets all of the requirements for operation of a paratransit services in Orange County and the State of Florida. I acknowledge that as provided in Orange County Code of Ordinances Chapter 20, Division 3, Section 20-137, licenses obtained by an application in which any material fact was intentionally omitted or falsely stated are subject to revocation.

Luis E. Correa
SIGNATURE OF APPLICANT OR REPRESENTATIVE

1-10-17
DATE:

NOTARY SEAL
Carolla Cartagena
NOTARY SIGNATURE



Sign and acknowledged before me today
Jan 10th, 2017 by Luis E. Correa.

License Paratransit Services

Orange County
Board of County Commissioners
Emergency Medical Services

This is to certify that CENTRAL MED TRANSPORTATION, LLC
has complied with the Orange County Code 2001-9 and Rules and Regulations
established by the Board of County Commissioners and is authorized to operate a Paratransit Service
in Orange County.

Date of Issue: February 1, 2017

Date of Expiration: February 1, 2019



Interoffice Memo

I. CONSENT AGENDA
HEALTH SERVICES
DEPARTMENT
3

3ENDA ITEM

January 19, 2017

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

FROM: Christopher Hunter, M.D., Ph.D., Director
Health Services Department
Contact: 407-836-7611

A handwritten signature in black ink, appearing to read "CH", located to the right of the "FROM:" line.

SUBJECT: Paratransit Services License
Florida Hospital Waterman Special Transport
Consent Agenda – February 7, 2017

The EMS Office of the Medical Director requests the approval of the renewal Paratransit Services License for Florida Hospital Waterman Special Transport. Florida Hospital Waterman Special Transport has submitted the attached application requesting approval of a Paratransit Services License to provide wheelchair/stretchers service within Orange County.

The EMS Office of the Medical Director has determined that all requirements have been met by Florida Hospital Waterman Special Transport as contained in Orange County Ordinance 2001-09.

ACTION REQUESTED: Approval and execution of the renewal Paratransit Services License for Florida Hospital Waterman Special Transport to provide wheelchair/stretchers service. The term of this License is from February 1, 2017 through February 1, 2019. There is no cost to the County. **(EMS Office of the Medical Director)**

CH/cf

Attachments

Cc: George A. Ralls, M.D., Deputy County Administrator



RENEWAL PARATRANSIT SERVICES:

APPLICATION FOR LICENSE

APPLICATION DATE: 1/9/2017

SECTION I: GENERAL INFORMATION

1. NAME OF SERVICE: Florida Hospital Waterman Special Transport
2. BUSINESS ADDRESS (INCLUDE COUNTY):
1000 Waterman Way, Tavares, Florida 32773 (Lake County) (352) 253-3882
3. CONTACT INFORMATION: Name Ed Lewis
Business Phone (352) 253-3881
Mobile Phone (352) 267-2750
Email Edmund.lewis@ahss.org
4. OWNERSHIP TYPE: ☒ PRIVATE CORPORATION ☐ GOVERNMENT AGENCY ☐ OTHER
a. If other, please describe: _____
5. LEVEL OF SERVICE: ☐ WHEELCHAIR ☐ STRETCHER ☒ BOTH
6. PROOF OF CURRENT INSURANCE SUBMITTED TO EMS OFFICE:
☒ YES, DATE: 11/28/2016 ☐ NO

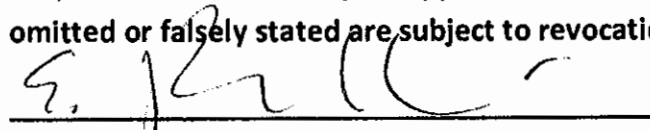
SECTION II: VEHICLES AND STAFFING

1. NUMBER OF VEHICLES IN OPERATION: 4

2. EMPLOYEE ROSTER: 8

<u>NAME</u>	<u>CURRENT CPR CARD (Y/N)</u>
<u>Ed Lewis</u>	<u>(Y)</u>
<u>Sid Dunham</u>	<u>(Y)</u>
<u>Elmer Giron</u>	<u>(Y)</u>
<u>Fernando Cammacho</u>	<u>(Y)</u>
<u>Alonzo Jones</u>	<u>(Y)</u>
<u>Clarence Few</u>	<u>(Y)</u>
<u>Kim Smith</u>	<u>(Y)</u>
<u>Addie Smith</u>	<u>(Y)</u>

I, the undersigned representative of the service named in this application, do hereby attest the information provided in this application is truthful and honest to the best of my knowledge, and that my service meets all of the requirements for operation of a paratransit services in Orange County and the State of Florida. I acknowledge that as provided in Orange County Code of Ordinances Chapter 20, Division 3, Section 20-137, licenses obtained by an application in which any material fact was intentionally omitted or falsely stated are subject to revocation.


SIGNATURE OF APPLICANT OR REPRESENTATIVE

1/10/17
DATE:

NOTARY SEAL

NOTARY SIGNATURE



SHEILA MANDY
MY COMMISSION # FF 913006
EXPIRES: August 25, 2019
Bonded Thru Budget Notary Services

License Paratransit Services

Orange County
Board of County Commissioners
Emergency Medical Services

This is to certify that FLORIDA HOSPITAL WATERMAN SPECIAL TRANSPORT
has complied with the Orange County Code 2001-9 and Rules and Regulations
established by the Board of County Commissioners and is authorized to operate a Paratransit Service
in Orange County.

Date of Issue: February 1, 2017

Date of Expiration: February 1, 2019



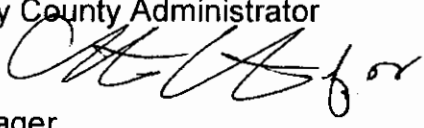
Interoffice Memorandum

I. CONSENT AGENDA
HEALTH SERVICES
DEPARTMENT
4

NDA ITEM

January 20, 2017

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

THRU: George A. Ralls, M.D., Deputy County Administrator
County Administrator's Office 

FROM: Joshua Stephany, M.D., Manager
Medical Examiner's Office
Contact: 407-836-9424

SUBJECT: FY 2016 Paul Coverdell NFSIA Grant #2016-CD-BX-0030 –
Autopsy Cart and Tray Top for the Medical Examiner's Office
Consent Agenda – February 7, 2017

We have been informed by the Florida Department of Law Enforcement (FDLE), Medical Examiners Commission, that our grant application for the "2016 Paul Coverdell Forensic Sciences Improvement Grant" has been approved by the National Institute of Justice (NIJ) in the amount of \$3,462.15.

The grant was awarded to pay for one autopsy cart and tray top for the morgue. The additional equipment will allow the office to increase its operational capacity to store and move decedents throughout the work flow process.

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 2016 Paul Coverdell Forensic Sciences Improvement Grant in the amount of \$3,462.15 from the Florida Department of Law Enforcement/National Institute of Justice (NIJ) for the grant period January 1, 2017 through December 31, 2017, and approval for the Mayor, or her designee, to sign future amendments to this grant. No county match is required. **(Medical Examiner)**

JS:sb

Attachments

**2016 Paul Coverdell Grant
Expenditure List (Received 01/12/16)
District Nine Medical Examiner Office**

Category: Equipment

The District Nine Medical Examiner's Office requests funds for an autopsy cart and tray top. These carts and tray tops are vital to District Nine's daily morgue operations, as well as being instrumental in mass fatality incidents. By allocating funds for an additional autopsy cart and tray top, District Nine will be able to increase their operational capacity to move decedents throughout their workflow process.

Quantity	Item	Cost
1	Autopsy Cart and Tray Top	\$3,462.15

Total Award Amount: \$3,462.15



State of Florida Medical Examiners Commission

P.O. Box 1489 | Tallahassee, FL 32302-1489 | (850) 410-8600

MEMORANDUM

DATE: January 17, 2017

TO: Joshua D. Stephany, M.D.
District Nine Medical Examiner

FROM: Vickie Koenig
Bureau Chief

SUBJECT: 2016 Paul Coverdell Grant Award Notification

I am pleased to inform you that your grant application for the 2016 Paul Coverdell Forensic Science Improvement Grant has been approved by the National Institute of Justice (NIJ) in the amount of \$3,462.15.

Enclosed is a copy of your expenditure list and reimbursement forms. 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 obtaining a copy of the check, please provide a copy of the zero-balance invoice and a note stating that you were unable to obtain a copy of the check. The reimbursement forms and supporting documentation may be emailed to Beth McNeil at BethMcNeil@fdle.state.fl.us.

The grant period for this award is January 1, 2017, through December 31, 2017. Please note that the deadline for submitting reimbursement requests is August 1, 2017. Included in this packet is a timeline which shows the deadlines associated with the 2016 grant. If you anticipate not being able to complete your purchases prior to August 1, 2017, please let me know as soon as possible so that an extension can be requested.

If you have any questions pertaining to this award, please feel free to contact Beth McNeil at BethMcNeil@fdle.state.fl.us or (850) 410-8608.

VK/bam



Interoffice Memorandum

January 25, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

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

CONTACT PERSON: Renzo Nastasi, AICP, Manager *RN*
Transportation Planning Division
PHONE NUMBER: (407) 836-8072

SUBJ: Resolution and Local Agency Program Agreement with the State of Florida
Department of Transportation Concerning the Shingle Creek Trail Project
from Destination Parkway to Sand Lake Road

Pursuant to the attached Resolution and Local Agency Program Agreement (LAP) the State of Florida Department of Transportation (FDOT) is providing funds to Orange County in Fiscal Year 2016/2017 to Construct Shingle Creek Trail Phase 1 Segment 1 from Destination Parkway to Sand Lake Road. The total project cost is \$1,898,421. FDOT agrees to participate in the Project cost up to the maximum amount of \$1,700,000 under this agreement. Orange County Parks and Recreation will fund the shortfall for this agreement. FDOT is requesting Orange County approve the resolution and LAP agreement.

The County Attorney's Office, the Risk Management Division, Public Works Engineering Division and the Transportation Planning Division have reviewed the subject agreement and find it acceptable.

Action Requested: Approval and execution of (1) (FPN Number 430225-6-58-01) Resolution of the Orange County Board of County Commissioners regarding the Local Agency Program Agreement with the State of Florida Department of Transportation concerning the Shingle Creek Trail (Destination Parkway to Sand Lake Road) Project and (2) State of Florida Department of Transportation Local Agency Program Agreement between the State of Florida Department of Transportation and Orange County FPN: 430225-6-58-01. District 6.

MVM/RN/bh

Attachment

RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding the
**LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE
OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONCERNING THE SHINGLE CREEK TRAIL (DESTINATION
PARKWAY TO SAND LAKE ROAD) PROJECT**

Resolution No. 2017-____

WHEREAS, today, the Board of County Commissioners is approving a Local Agency Program Agreement with the State of Florida Department of Transportation concerning the Shingle Creek Trail (Destination Parkway to Sand Lake Road) Project, FPN Number 430225-6-58-01 ("LAP");

WHEREAS, Orange County is agreeing under this LAP to complete the Project and be reimbursed by the Department of Transportation in the amount of \$1,700,000.00; and

WHEREAS, the Department of Transportation is requesting that the Orange County Board of County Commissioners adopt a Resolution authorizing its officials to make, execute, and deliver this LAP to the Department of Transportation.

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

Section 1. Authorization for the County Mayor to Make, Execute, and Deliver this LAP Agreement to the State of Florida Department of Transportation.

The County Mayor is hereby authorized to make, execute, and deliver the LAP for to the Shingle Creek Trail (Destination Parkway to Sand Lake Road) Project, FPN Number 430225-6-58-01 to the State of Florida Department of Transportation.

Section 2. Effective Date. This Resolution shall take effect on the date of its adoption.

ADOPTED this ____ day of _____, 2017.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print Name: _____

s:\ralfonso\public works\resolution - lap with fdot - shingle creek from destination pkwy to sand lk rd ra draft 01-12-17.doc

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FPN: <u>430225-6-58-01</u>	Fund: <u>ACTA/SA/LF</u>	FLAIR Approp: <u>088717</u>
Federal No: <u>8886-951-A</u>	Org Code: <u>55054010508</u>	FLAIR Obj: <u>780000</u>
FPN: <u>430225-6-68-01</u>	Fund: <u>SA/LF</u>	FLAIR Approp: <u>088718</u>
Federal No: <u>8886-951-A</u>	Org Code: <u>55054010508</u>	FLAIR Obj: <u>780000</u>
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>75</u>	Contract No: _____	Vendor No: <u>F596000773011</u>
FDOT Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>06-479-7251</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, _____ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Orange County, 4200 South John Young Parkway, Orlando, Florida 32839-9205 ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. _____ dated the _____ day of _____, 20____, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction of Shingle Creek Trail from Destination Parkway to Sand Lake Road, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before June 30, 2019. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 1,898,421.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$1,700,000.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

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executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

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- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

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financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

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the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

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Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

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continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N. The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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- iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY ORANGE COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest: _____
Title: _____

Legal Review:

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 430225-6-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Orange County, 4200 South John Young Parkway, Orlando, Florida 32839-9205

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: ~1.014 Miles.

PROJECT DESCRIPTION: This project consists of constructing a 14-foot wide trail from Destination Parkway to Sand Lake Road. The trail consists of a 12-foot wide asphalt shared use path along with two 12-inch wide concrete ribbon curbs on either side. Construction will include Maintenance of traffic, excavation, geotextile work, as-built drawings and drainage work. Also included are pedestrian/bicycle railing, concrete sidewalk, detectable warning surfaces, fence and fence gate, pavement markings and single post signs. Other miscellaneous items include rest area shelter and concrete for the rest area, trash receptacle, bicycle parking rack and pre-fabricated benches. There are no decorative or proprietary products to be used on this project.

The Local Agency will be responsible for the cost of the trailer, furniture, and equipment related to the Owner/Inspector's Office.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

Invoices shall be submitted on a quarterly basis and progress reports shall be submitted as requested to:

Vincent Vacchiano, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by June 30, 2017.
- f) Construction to be completed by February 28, 2019.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

Any CEI services performed by in-house County Staff will only be reimbursed for direct costs (this includes general and administrative overhead). Timesheets showing project hours will be required when submitting invoices for those reimbursement requests.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Orange County 4200 South John Young Parkway Orlando, Florida 32839-9205	FPN: 430225-6-58/68-01
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TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total PD&E Cost				
Design - 38 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Design Cost				
Right-of-Way - 48 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Right-of-Way Cost				
Construction-58 FY: 2016-2017 FY: _____ FY: _____ FY: _____	<u>\$1,599,000.00</u> _____ _____ _____	<u>\$24,000.00</u> _____ _____ _____	_____ _____ _____ _____	<u>\$1,575,000.00</u> _____ _____ _____ _____
Total Construction Cost	\$1,599,000.00	\$24,000.00		\$1,575,000.00
Construction Engineering and Inspection (CEI) - 68 FY: 2016-2017 FY: _____ FY: _____	<u>\$299,421.00</u> _____ _____	<u>\$174,421.00</u> _____ _____	_____ _____ _____	<u>\$125,000.00</u> _____ _____
Total CEI Cost	\$299,421.00	\$174,421.00		\$125,000.00
Operations - 88 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Operations Costs				
TOTAL COST OF THE PROJECT	\$1,898,421.00	\$198,421.00		\$1,700,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "C"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC --
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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PROGRAM MANAGEMENT
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Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration*, or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$1,700,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>



Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS
DEPARTMENT
2

January 10, 2017

TO: Mayor Teresa Jacobs
and Board of County Commissioners

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

CONTACT PERSON: Ruby Dempsey Rozier, Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7890

SUBJ: Construction of Speed Humps on Macon Parkway and Majestic Street

At the request of the residents on Macon Parkway and Majestic Street, a speed hump survey was mailed to the property owners. This was to determine if the property owners supported the installation of speed humps. If two-thirds of the returned ballots from the property owners were in favor of the speed humps, the County would install the speed humps.

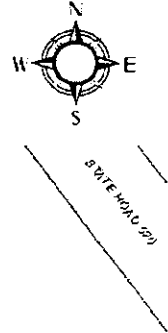
The result of the survey was that 80% of the returned ballots from property owners supported the installation of speed humps. The current plan is to install three (3) speed humps on Macon Parkway and three (3) speed humps on Majestic Street.

Action Requested: Approval to construct speed humps on Macon Parkway and Majestic Street. District 5.

MVM/RDR/FCY/nad

Attachments

Macon Parkway and Majestic Street Consent Agenda Location Map



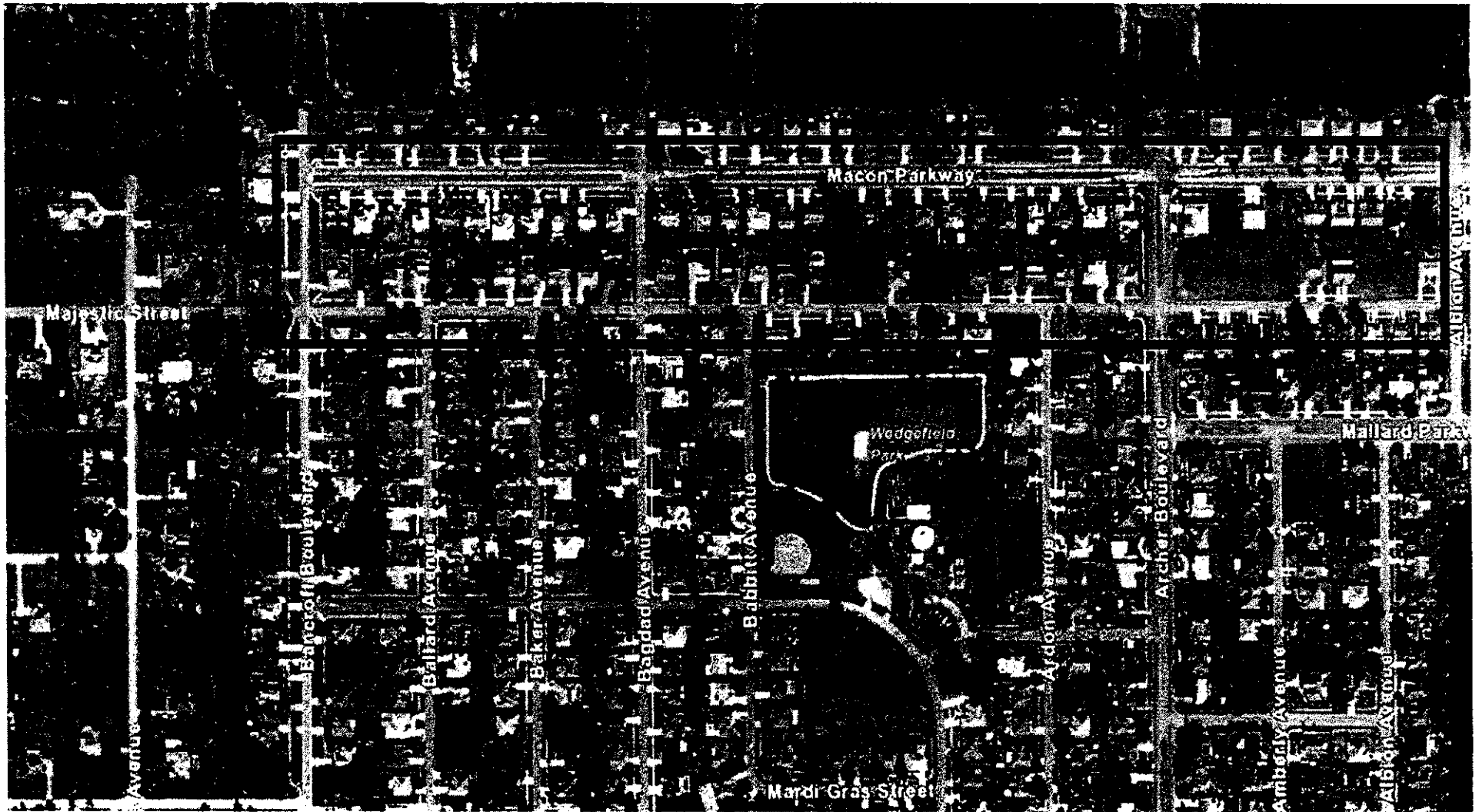
○ Speed Hump Locations



○ Proposed Speed Humps

District 5: Commissioner Emily Bonilla

Macon Parkway and Majestic Street Consent Agenda District Map



District 5: Commissioner Emily Bonilla



Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS
DEPARTMENT
3

January 31, 2017

TO: Mayor Teresa Jacobs and Board of County Commissioners

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

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

PHONE NUMBER: (407) 836-7970

SUBJECT: **Interlocal Agreement between Orange County, Florida and the City of Orlando, Florida regarding Transfer of Jurisdiction of Virginia Drive from North Orange Avenue to Ferris Avenue**

Orange County (County) and the City of Orlando (City) have agreed to transfer the jurisdiction to operate, maintain and own Virginia Drive from the easterly right-of-way of North Orange Avenue to the easterly right-of-way of Ferris Avenue from the County to the City.

In accordance with Florida Statutes, an Interlocal Agreement (Agreement) and County Deed have been prepared which transfers to the City all interest, authority and responsibility over this portion of Virginia Drive. Approval of this Agreement also transfers responsibility for maintaining this portion of Virginia Drive to the City. The Orange County Attorney's Office and Risk Management Division have reviewed the Agreement and found it acceptable.

Action Requested: Approval and execution of Interlocal Agreement between Orange County, Florida and City of Orlando, Florida regarding transfer of jurisdiction of Virginia Drive from North Orange to Ferris Avenue; and approval and execution of the County Deed to the City of Orlando. District 5.

MVM/GS/wjn

Attachments

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF ORLANDO, FLORIDA

regarding

**TRANSFER OF JURISDICTION OF VIRGINIA DRIVE FROM
NORTH ORANGE AVENUE TO FERRIS AVENUE**

Approved by the Orange County
Board of County Commissioners
_____, 2017

Approved by the City of Orlando
City Council
_____, 2017

INTERLOCAL AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
CITY OF ORLANDO, FLORIDA
regarding
TRANSFER OF JURISDICTION OF VIRGINIA DRIVE FROM
NORTH ORANGE AVENUE TO FERRIS AVENUE

THIS INTERLOCAL AGREEMENT is made and entered into by and between **Orange County, Florida**, a Charter County and political subdivision of the State of Florida ("County"), and the **City of Orlando, Florida**, a municipal corporation created and existing under the laws of the State of Florida ("City").

RECITALS

WHEREAS, the County has authority pursuant to Section 125.01, Florida Statutes, to enter into agreements;

WHEREAS, the City has authority pursuant Section 166.021, Florida Statutes, to enter into agreements;

WHEREAS, the County and the City have authority pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements;

WHEREAS, all roads which are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to Section 335.01(1), Florida Statutes, public roads;

WHEREAS, a "road" is defined by Section 334.03(23), Florida Statutes, as "a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term

includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts. . . .”;

WHEREAS, the term “road” as defined be Section 334.03(23), Florida Statutes, also implicitly includes, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs) within the right-of-way;

WHEREAS, according to Section 335.01(2), Florida Statutes, public roads are divided into the following four systems: (1) the “county road system”; (2) the “city street system”; (3) the “State Highway System”; and (4) the “State Park Road System”;

WHEREAS, the “county road system” is defined by Section 334.03(8), Florida Statutes, as “all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System”;

WHEREAS, the “city street system” is defined by Section 334.03(3), Florida Statutes, as “all local roads within a municipality, and all collector roads inside that municipality, which are not in the county road system”;

WHEREAS, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415(3), Florida Statutes;

WHEREAS, pursuant to Section 335.0415(3), Florida Statutes, subsequent to July 1, 1995, public roads within the respective road systems of a county or a city may be transferred between those jurisdictions only by mutual agreement of those local governmental entities;

WHEREAS, the City desires to own (or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the following County functionally classified road: Virginia Drive from the easterly right-of-way of North Orange Avenue to the easterly right-of-way of Ferris Avenue;

WHEREAS, this Interlocal Agreement is solely intended to address the transfer of such road, or segment thereof, from the County road system to the City street system;

WHEREAS, this Interlocal Agreement is not intended to apply and shall not be construed as applying to the subject of which party has jurisdiction to control traffic along such road (see Section 316.006, Florida Statutes); and

WHEREAS, this Interlocal Agreement is not intended to apply and shall not be construed as applying to the subject of which law enforcement authority has jurisdiction to enforce traffic laws along such road (see Section 316.640, Florida Statutes).

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **Transfer of Jurisdiction of Roads; Scope; Torts; Powers; Other.**

A. **Transfer of Jurisdiction.** The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the following County functionally classified road: Virginia Drive from the easterly right-of-way of North Orange Avenue to the easterly right-of-way of Ferris Avenue (hereinafter, referred to as the "Road").

B. **Scope.** The City's jurisdiction over the Road means the authority and

responsibility to maintain, control, repair, or improve such Road, as the term "road" is defined by Section 334.03(23), Florida Statutes, and to regulate, warn, or guide traffic on such Road, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such Road. The Road is therefore henceforth deemed to be part of the "City street system" for purposes of operation and maintenance.

C. **Torts.** Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts shall be in the City.

D. **Powers.** Also pursuant to Section 337.29(3), except as may be otherwise provided by law or this Interlocal Agreement, the City shall have the same governmental, corporate, and proprietary powers with relation to the Road that the City has with relation to other public roads and rights-of-way within the City.

3. **Dedication and Acceptance; Deed; Vesting of Title.**

A. **Dedication and Acceptance.** For the Road, or any portion thereof, that was heretofore dedicated and that the County heretofore accepted, the County hereby dedicates the same to the City, and the City hereby accepts such dedication.

B. **Deed.** The County shall execute and deliver a County deed in favor of the City substantially in the form attached hereto as **Exhibit "A,"** for any portion of the Road that the County holds, or may hold, in fee title, which portions are specifically described in the legal descriptions and sketches of description attached to **Exhibit "A"** as **Appendix "A."** Within thirty (30) days after receipt thereof, the City shall accept the deed by recording the deed in the Official Records of Orange County at the City's expense.

C. **Vesting of Title.** Upon the recording of the County deed and **Appendix**

"A" thereto pursuant to subsection 3.B, title in those portions of the Road shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

4. Miscellaneous.

A. Validity. The County and the City each represents, warrants, and covenants to and with the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The County and the City each hereby represents, warrants and covenants to and with the other that this Interlocal Agreement has been validly approved by its respective governing body, and that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

B. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

C. Headings. The headings or captions of sections or subsections used in this Interlocal Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

D. Severability. The provisions of this Interlocal Agreement are declared by

the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.

E. Governing Law; Venue; Attorney's Fees and Costs.

(1) This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida.

(2) Venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

(3) In the event a party deems it necessary to take legal action to enforce any provisions of this Interlocal Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.

F. Amendments. This Interlocal Agreement may be amended only by express written instrument approved by the Board of County Commissioners of the County and the City Council of the City, and executed by the authorized officers of each party.

G. Counterparts. This Interlocal Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

H. Notices. Any notice required to be given or otherwise given by one party to the other party shall be in writing and shall be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows:

If to the County: Director, Orange County Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839
Facsimile: (407) 836-7716

With a copy to: County Attorney
Orange County Administration Center
201 South Rosalind Avenue
Orlando, Florida 32802
Facsimile: (407) 836-5888

If to the City: Director of Public Works
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Facsimile: (407) 246-2892

With a copy to: City Attorney
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Facsimile: (407) 246-2854

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party may change its designated official or address for receipt of notice by giving notice of such change to the other party in the manner provided in this section.

5. **Effective Date.** This Interlocal Agreement shall become effective on the date of execution by the County or the date of execution by the City, whichever date is later.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs, Mayor

Date: _____, 2017

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Printed name: _____

CITY of ORLANDO, FLORIDA
By: City Council

By: _____
Buddy Dyer, Mayor

Attest: _____
Amy T. Iennaco, Interim City Clerk

APPROVED BY THE CITY COUNCIL
AT A MEETING HELD
ON _____, 2017
UNDER AGENDA ITEM _____

Exhibit "A"

Project: Interlocal Agreement between Orange County and the City of Orlando regarding Transfer of Jurisdiction of Virginia Drive from North Orange Avenue to Ferris Avenue

COUNTY DEED

THIS DEED, dated _____ day of _____, 2017 by ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and the CITY of ORLANDO, a municipal corporation, under the laws of the state of Florida, whose address is 400 S. Orange Ave., Florida 32801, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$1.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED APPENDIX "A"

Property Appraiser's Parcel Identification Number:

Unassigned

THIS COUNTY DEED is being given in accordance with the Interlocal Agreement between Orange County and the City of Orlando regarding Transfer of Jurisdiction of Virginia Drive from the easterly right-of-way of North Orange Avenue to the easterly right-of-way of Ferris Avenue.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: Interlocal Agreement between Orange County and the City of Orlando regarding Transfer of Jurisdiction of Virginia Drive from North Orange Avenue to Ferris Avenue

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Teresa Jacobs,
Orange County Mayor

Date: _____, 2017

ATTEST: Phil Diamond, CPA, County Comptroller,
As Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

Printed Name

APPENDIX "A"

LEGAL DESCRIPTION

All that portion of right of way of Virginia Drive lying within Section 19, Township 22 South, Range 30 East, and Section 24, Township 22 South, Range 29 East, being more particularly described as follows:


Begin at the Southeast corner of Lot C of the plat of the Subdivision of part of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 22 South, Range 29 East, as recorded in Plat Book D, page 83 of the Public Records of Orange County, Florida; said point lying on the North right of way line of Virginia Drive; thence run along said North right of way line West for a distance of 86.00 feet +/- to a point of curvature of a curve concave Northeasterly, having a radius of 18.00 feet +/-, a chord bearing of N 46°53'58" W and a central angle of 84°58'23"; thence run Northwesterly along the arc of said curve for a distance of 26.00 feet +/- to a point lying on the East right of way line of North Orange Avenue; thence run South along said East right of way line for a distance of 90.00 feet +/- to a point lying on the East right of way line of North Orange Avenue; said point also lying on the West line of the plat of Lake Highland Park, Plat Book H, page 36 of the Public Records of Orange County, Florida; said point also being a point of curvature of a curve concave Southeasterly, having a radius of 15.00 feet +/-, a chord bearing of N 43°32'23" E, and a central angle of 92°42'15"; thence run along the arc of said curve for a distance of 24.00 feet +/- to a point lying on the South right of way line of Virginia Drive; said line also being the North line of the aforesaid plat; thence run East along said South right of way line for a distance of 83.00 feet +/- to a point lying on the West Railroad Right of way line as described in Official Record Book 10290, pages 1141-1493 of the Public Records of Orange County, Florida; thence departing said South right of way line, run North along the West line of said Railroad right of way for a distance of 57.00 feet +/- to the Point of Beginning.

Containing 0.13 acres, more or less.

Together with:

Begin at the Southwest corner of Block A of the plat of Idlewild Park, 2nd Replat, Plat Book H, page 98 of the Public Records of Orange County, Florida; thence run East along the South line of said plat, said line also being the North right of way line of Virginia Drive, for a distance of 96.00 feet +/- to the Southwest corner of the Benedict Subdivision Plat, Plat Book E, page 91, of the Public Records of Orange County, Florida; thence continue East along the South line of said plat for a distance of 200.00 feet +/- to the Southeast corner of said plat; said point also lying on the South line of the aforementioned Idlewild Park 2nd Replat;

(continued on Sheet 2)

DRAWN BY: Washington	DATE: 12/10/15	SECTION: 24,19	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION  4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940	PREPARED FOR: Engineering - Roads & Drainage
CHECKED BY: Daynes	JOB No: 7648-3	TOWNSHIP: 22		DRAWING SCALE: NTS
APPROVED BY: Daynes	DRAWING FILE: 7648-3 Virginia Dr. Transfer	RANGE: 29,30		PROJECT NUMBER 7648-3
REVISION DATE: 1/30/17		SHEET 1 OF 4		270

APPENDIX "A" LEGAL DESCRIPTION

(continued from Sheet 1)

thence continue along said South line for a distance of 488.00 feet +/- to a point lying at the intersection of the East right of way line of Baltimore Avenue and the North right of way line of Virginia Drive; thence run North along said East right of way for a distance of 9.00 feet +/- to the Southwest corner of the plat of Lake Highland Park 1st Addition, Plat Book H, page 99 of the Public Records of Orange County, Florida; thence run East along the South line of said plat for a distance of 186.00 feet +/- to Southeast corner of said plat; thence run East for a distance of 44.00 feet +/- to the Southwest corner of Block A of the plat of Wissahickon, Plat Book H, page 44, of the Public Records of Orange County, Florida; thence run East along the South line of Block A for a distance of 259.00 feet +/- to the West right of way line of Ferris Avenue, said point also being the Southeast corner of Block A; thence run East for a distance of 44.00 feet +/- to a point lying on the East right of way line of Ferris Avenue, said point also being the Southwest corner of Block B of the aforementioned plat; thence run Southwesterly for a distance of 61.00 feet +/- to a point lying on the East right of way line of Ferris Avenue, said point being the Northwest corner of Block D of the Plat of Brookhaven, Plat Book H, Page 18 of the Public Records of Orange County, Florida; thence run West for a distance of 47.00 feet +/- to the Northeast corner of the plat of Lake Highland Park, Plat Book H, page 36 of the Public Records of Orange County, Florida, said point lying on the West right of way line of Ferris Avenue; thence run West along the North line of said plat for a distance of 1050.00 feet +/- to the Northwest corner of Block C of said plat; said point also lying on the East right of way line of Alden Road; thence continue West for a distance of 50.00 feet +/- to the Northeast corner of Block B of said plat; said point also lying on the West right of way line of Alden Road; thence continue West for a distance of 130.00 feet +/- to a point lying on the East Railroad right of way line as described in Official Record Book 10290, pages 1141-1493 of the Public Records of Orange County, Florida; thence run West along said right of way for a distance of 25.00 feet +/-; thence departing said South right of way line of Virginia Avenue, run North for a distance of 56.00 feet +/- to the Point of Beginning.

Containing 1.59 acres, more or less.

DRAWN BY: Washington	DATE: 12/10/15	SECTION: 24,19
CHECKED BY: Daynes	JOB No: 7648-3	TOWNSHIP: 22
APPROVED BY: Daynes	DRAWING FILE: 7648-3 Virginia Dr. Transfer	RANGE: 29,30
REVISION DATE: 1/30/17		SHEET 2 OF 4

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
(407) 836-7940

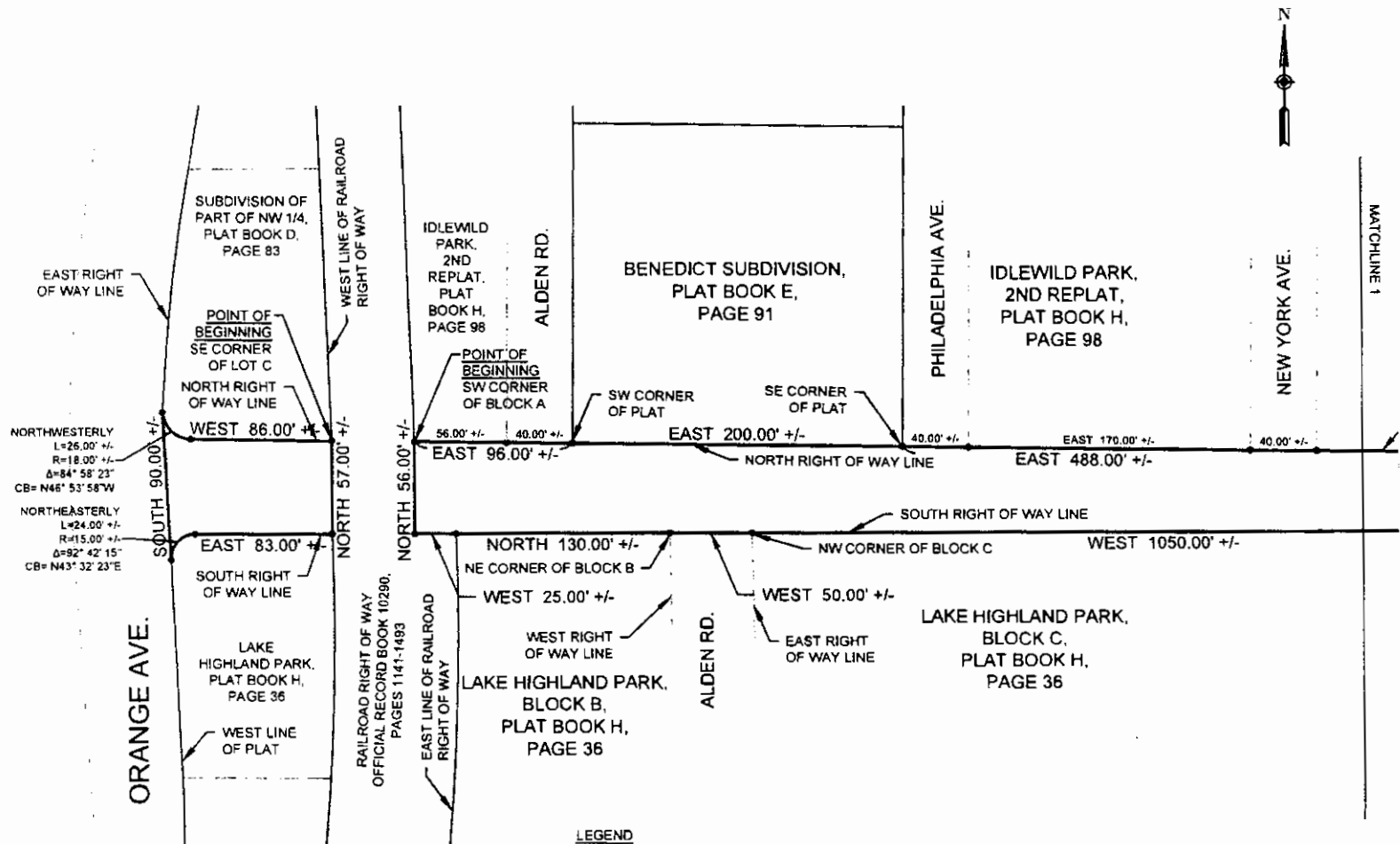


PREPARED FOR:
Engineering -
Roads & Drainage

DRAWING SCALE:
NTS

PROJECT NUMBER
7648-3-271

APPENDIX "A" SKETCH OF DESCRIPTION



LEGEND

- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- CB CHORD BEARING
- CHANGE IN DIRECTION, NO POINT SET

NOTES:

1. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
2. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
3. NO IMPROVEMENTS ABOVE OR BELOW GROUND, OTHER THAN THOSE SHOWN, WERE LOCATED.

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 53-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 124.17, F.A.C., PURSUANT TO CHAPTERS 177 AND 472, OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

1/30/17
DATE:

[Signature]
John A. Daynes
REGISTERED LAND SURVEYOR
AND MAPPER
STATE OF FLORIDA LICENSE NO. 5479

DRAWN BY: Washington
CHECKED BY: Daynes
APPROVED BY: Daynes
REVISION DATE: 1/30/17

DATE: 12/10/15
JOB No: 7648-3
DRAWING FILE: 7648-3 Virginia Dr. Transfer

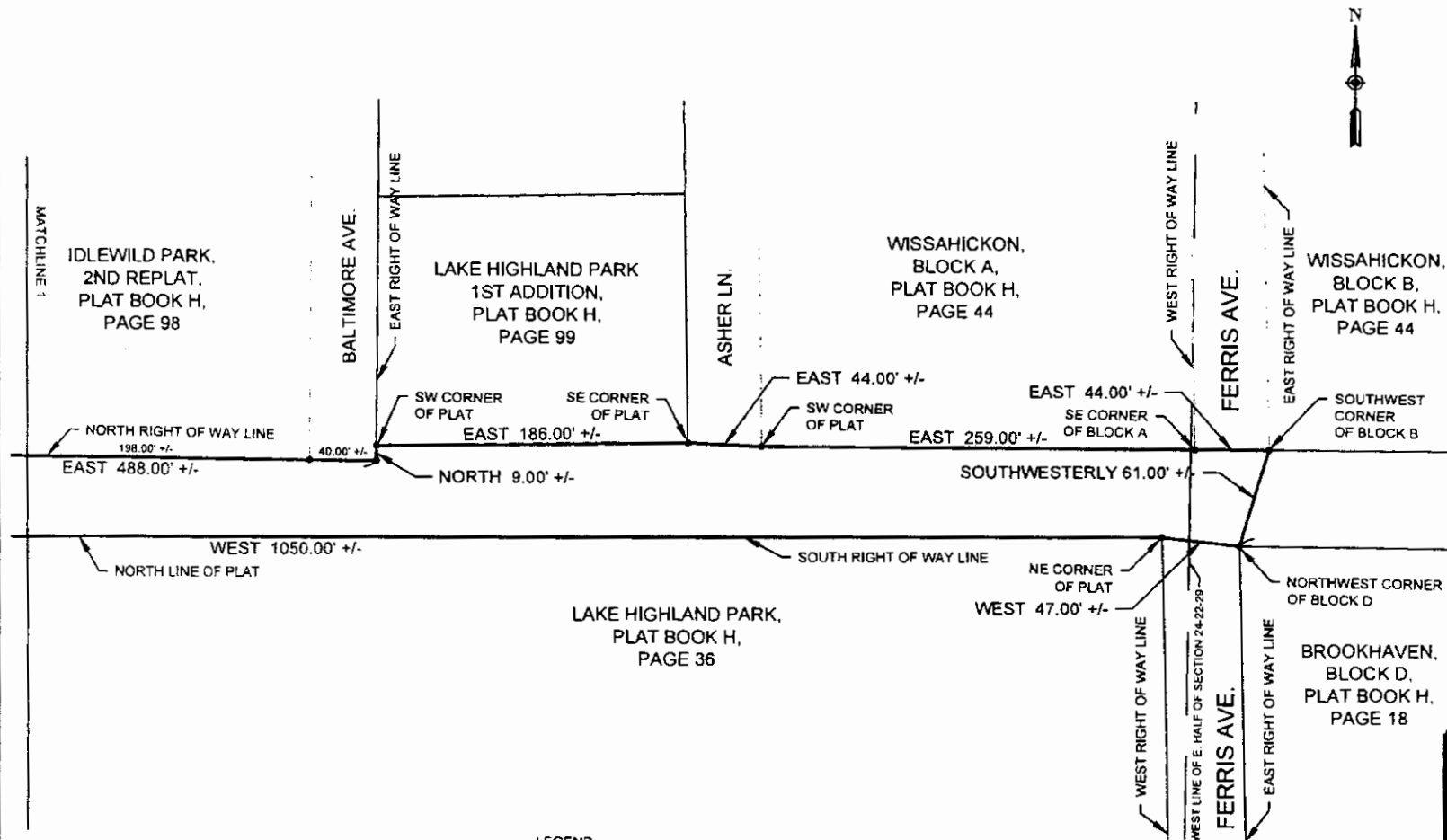
SECTION: 24.19
TOWNSHIP: 22
RANGE: 29.30
SHEET 3 OF 4

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
(407) 836-7940



PREPARED FOR:
Engineering -
Roads & Drainage
DRAWING SCALE:
1" = 100'
PROJECT NUMBER
7648-3

APPENDIX "A" SKETCH OF DESCRIPTION



LEGEND

- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- CB CHORO BEARING
- CHANGE IN DIRECTION, NO POINT SET

DRAWN BY: Washington
CHECKED BY: Daynes
APPROVED BY: Daynes
REVISION DATE: 1/30/17

DATE: 12/10/15
JOB No: 7648-3
DRAWING FILE: 7648-3 Virginia Dr.
Transfer

SECTION: 24,19
TOWNSHIP: 22
RANGE: 29,30
SHEET 4 OF 4

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
(407) 836-7940

PREPARED FOR:
Engineering -
Roads & Drainage
DRAWING SCALE:
1" = 100'
PROJECT NUMBER
7648-3

Project: Interlocal Agreement between Orange County and the City of Orlando regarding Transfer of Jurisdiction of Virginia Drive from North Orange Avenue to Ferris Avenue

COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and the City of Orlando, a municipal corporation, under the laws of the state of Florida, whose address is 400 S. Orange Ave., Florida 32801, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$1.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED APPENDIX "A"

Property Appraiser's Parcel Identification Number:

Unassigned

THIS COUNTY DEED is being given in accordance with the Interlocal Agreement between Orange County and the City of Orlando regarding Transfer of Jurisdiction of Virginia Drive from the easterly right-of-way line of North Orange Avenue to the easterly right-of-way line of Ferris Avenue.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: Interlocal Agreement between Orange County and the City of Orlando regarding Transfer of Jurisdiction of Virginia Drive from North Orange Avenue to Ferris Avenue

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year as written below.

(Official Seal)

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Teresa Jacobs
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Printed Name

This instrument prepared by:

Monica L. Hand, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

S:\Forms & Master Docs\Project Document Files\Misc. Documents\C\City of Orl. Interlocal Agm (Transf of Jurisdiction of Virginia Dr fr N. Orange Ave to N. Mills Ave)\COUNTY DEED.doc 1/30/17 inh

APPENDIX "A" LEGAL DESCRIPTION

All that portion of right of way of Virginia Drive lying within Section 19, Township 22 South, Range 30 East, and Section 24, Township 22 South, Range 29 East, being more particularly described as follows:


Begin at the Southeast corner of Lot C of the plat of the Subdivision of part of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 22 South, Range 29 East, as recorded in Plat Book D, page 83 of the Public Records of Orange County, Florida; said point lying on the North right of way line of Virginia Drive; thence run along said North right of way line West for a distance of 86.00 feet +/- to a point of curvature of a curve concave Northeasterly, having a radius of 18.00 feet +/-, a chord bearing of N 46°53'58" W and a central angle of 84°58'23"; thence run Northwesterly along the arc of said curve for a distance of 26.00 feet +/- to a point lying on the East right of way line of North Orange Avenue; thence run South along said East right of way line for a distance of 90.00 feet +/- to a point lying on the East right of way line of North Orange Avenue; said point also lying on the West line of the plat of Lake Highland Park, Plat Book H, page 36 of the Public Records of Orange County, Florida; said point also being a point of curvature of a curve concave Southeasterly, having a radius of 15.00 feet +/-, a chord bearing of N 43°32'23" E, and a central angle of 92°42'15"; thence run along the arc of said curve for a distance of 24.00 feet +/- to a point lying on the South right of way line of Virginia Drive; said line also being the North line of the aforesaid plat; thence run East along said South right of way line for a distance of 83.00 feet +/- to a point lying on the West Railroad Right of way line as described in Official Record Book 10290, pages 1141-1493 of the Public Records of Orange County, Florida; thence departing said South right of way line, run North along the West line of said Railroad right of way for a distance of 57.00 feet +/- to the Point of Beginning.

Containing 0.13 acres, more or less.

Together with:

Begin at the Southwest corner of Block A of the plat of Idlewild Park, 2nd Replat, Plat Book H, page 98 of the Public Records of Orange County, Florida; thence run East along the South line of said plat, said line also being the North right of way line of Virginia Drive, for a distance of 96.00 feet +/- to the Southwest corner of the Benedict Subdivision Plat, Plat Book E, page 91, of the Public Records of Orange County, Florida; thence continue East along the South line of said plat for a distance of 200.00 feet +/- to the Southeast corner of said plat; said point also lying on the South line of the aforementioned Idlewild Park 2nd Replat;

(continued on Sheet 2)


DRAWN BY: Washington	DATE: 12/10/15	SECTION: 24,19	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940		PREPARED FOR: Engineering - Roads & Drainage
CHECKED BY: Daynes	JOB No: 7648-3	TOWNSHIP: 22			DRAWING SCALE: NTS
APPROVED BY: Daynes	DRAWING FILE: 7648-3 Virginia Dr. Transfer	RANGE: 29,30			PROJECT NUMBER
REVISION DATE: 1/30/17		SHEET 1 OF 4			7648-3 276

APPENDIX "A" LEGAL DESCRIPTION

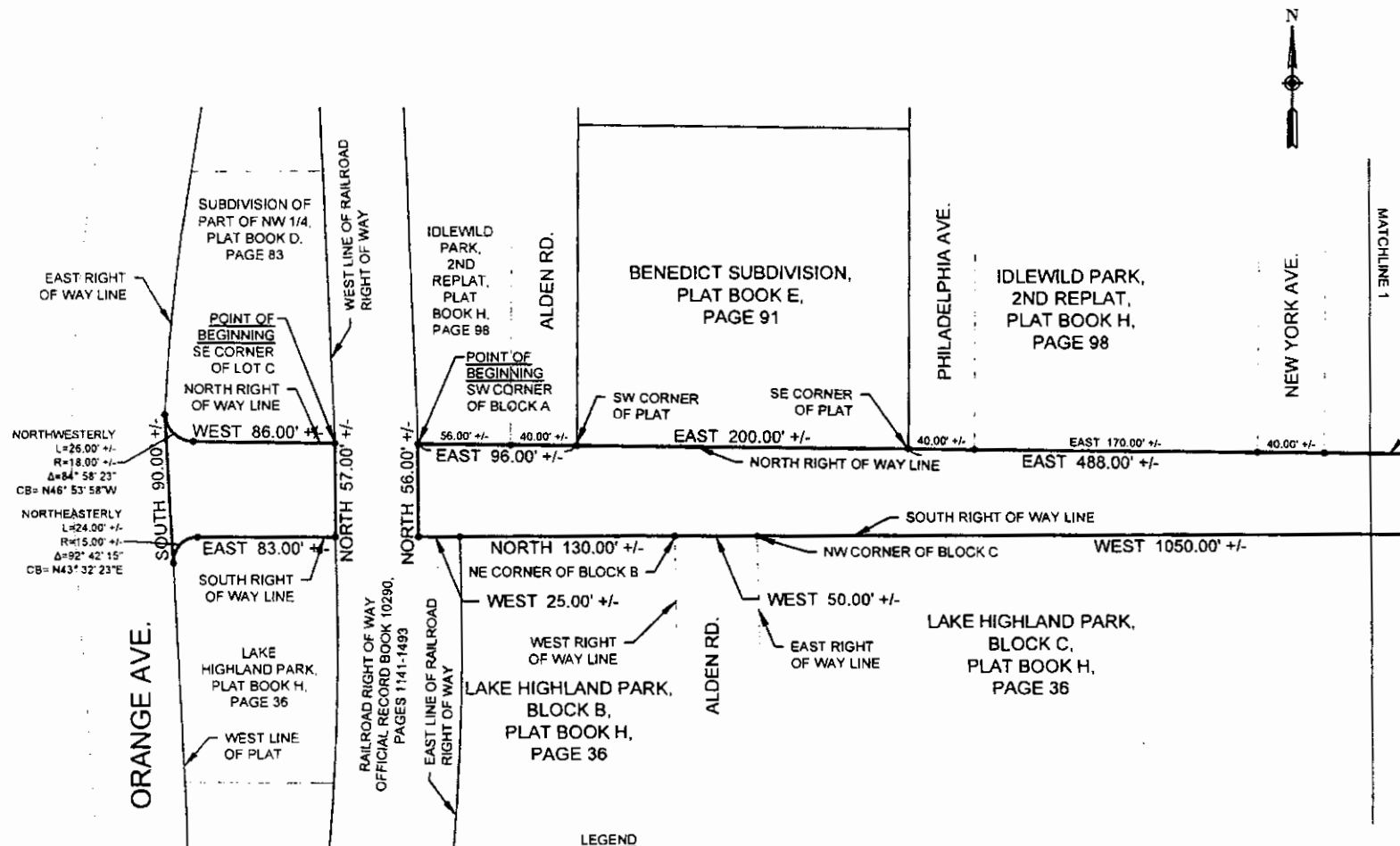
(continued from Sheet 1)

thence continue along said South line for a distance of 488.00 feet +/- to a point lying at the intersection of the East right of way line of Baltimore Avenue and the North right of way line of Virginia Drive; thence run North along said East right of way for a distance of 9.00 feet +/- to the Southwest corner of the plat of Lake Highland Park 1st Addition, Plat Book H, page 99 of the Public Records of Orange County, Florida; thence run East along the South line of said plat for a distance of 186.00 feet +/- to Southeast corner of said plat; thence run East for a distance of 44.00 feet +/- to the Southwest corner of Block A of the plat of Wissahickon, Plat Book H, page 44, of the Public Records of Orange County, Florida; thence run East along the South line of Block A for a distance of 259.00 feet +/- to the West right of way line of Ferris Avenue, said point also being the Southeast corner of Block A; thence run East for a distance of 44.00 feet +/- to a point lying on the East right of way line of Ferris Avenue, said point also being the Southwest corner of Block B of the aforementioned plat; thence run Southwesterly for a distance of 61.00 feet +/- to a point lying on the East right of way line of Ferris Avenue, said point being the Northwest corner of Block D of the Plat of Brookhaven, Plat Book H, Page 18 of the Public Records of Orange County, Florida; thence run West for a distance of 47.00 feet +/- to the Northeast corner of the plat of Lake Highland Park, Plat Book H, page 36 of the Public Records of Orange County, Florida, said point lying on the West right of way line of Ferris Avenue; thence run West along the North line of said plat for a distance of 1050.00 feet +/- to the Northwest corner of Block C of said plat; said point also lying on the East right of way line of Alden Road; thence continue West for a distance of 50.00 feet +/- to the Northeast corner of Block B of said plat; said point also lying on the West right of way line of Alden Road; thence continue West for a distance of 130.00 feet +/- to a point lying on the East Railroad right of way line as described in Official Record Book 10290, pages 1141-1493 of the Public Records of Orange County, Florida; thence run West along said right of way for a distance of 25.00 feet +/-; thence departing said South right of way line of Virginia Avenue, run North for a distance of 56.00 feet +/- to the Point of Beginning.

Containing 1.59 acres, more or less.

DRAWN BY: Washington			DATE: 12/10/15	SECTION: 24,19	 <p>PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940</p>	PREPARED FOR: Engineering - Roads & Drainage
CHECKED BY: Daynes			JOB No: 7648-3	TOWNSHIP: 22		DRAWING SCALE: NTS
APPROVED BY: Daynes			DRAWING FILE: 7648-3 Virginia Dr.	RANGE: 29,30		PROJECT NUMBER
REVISION DATE: 1/30/17			Transfer	SHEET 2 OF 4		7648-3277

APPENDIX "A" SKETCH OF DESCRIPTION



LEGEND

- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- CB CHORD BEARING
- CHANGE IN DIRECTION, NO POINT SET

NOTES:

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SKETCH AND DESCRIPTION

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I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5-17, F.A.C. PURSUANT TO CHAPTERS 177 AND 479 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

1/30/17
DATE:
Mark A. Daynes
REGISTERED LAND SURVEYOR
AND MAPPER
STATE OF FLORIDA LICENSE NO. 5479

DRAWN BY: Woshington
CHECKED BY: Daynes
APPROVED BY: Daynes
REVISION DATE: 1/30/17

DATE: 12/10/15
JOB No: 7648-3
DRAWING FILE: 7648-3 Virginia Dr. Transfer

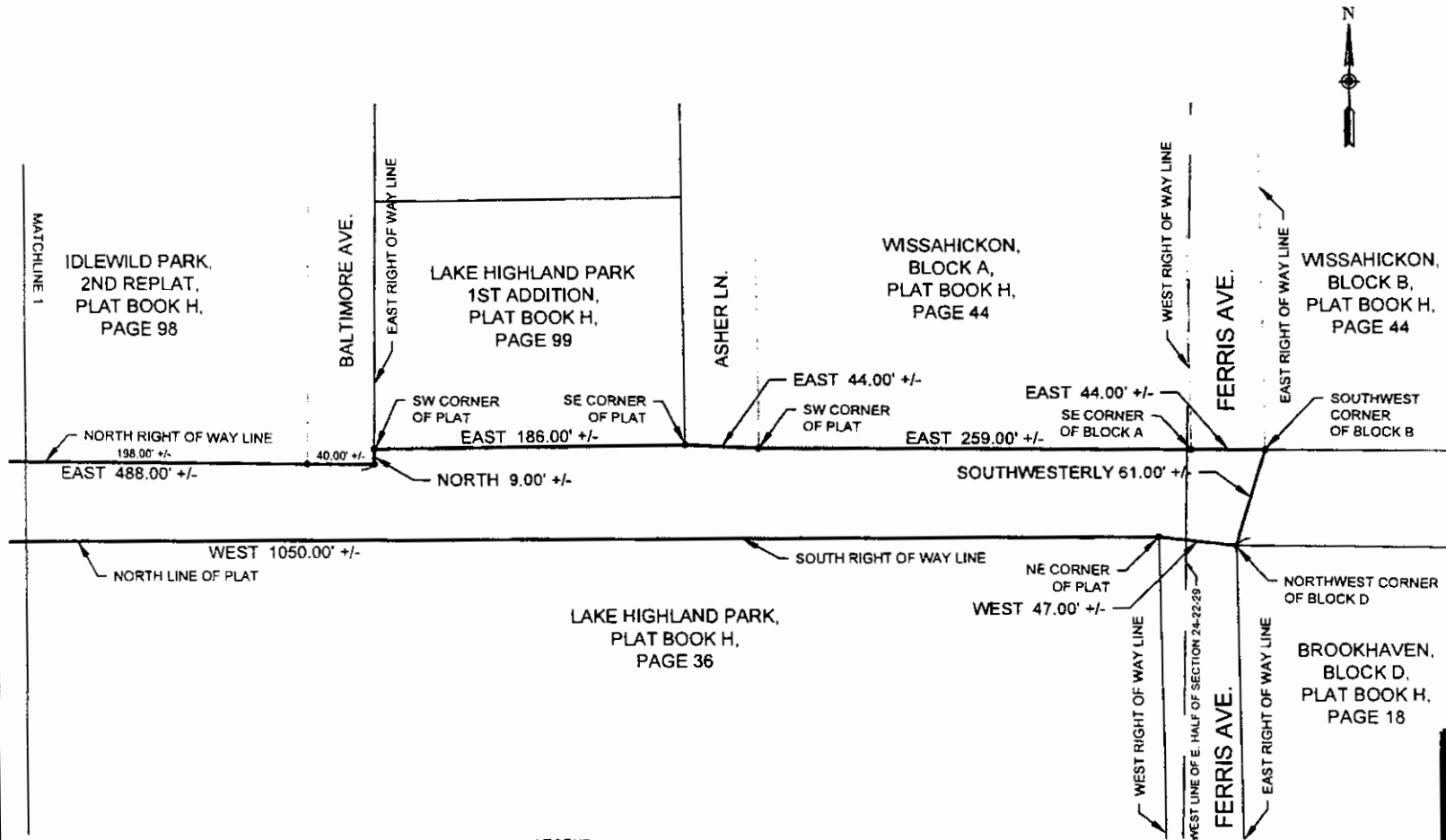
SECTION: 24.19
TOWNSHIP: 22
RANGE: 29.30
SHEET 3 OF 4

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
(407) 836-7940



DRAWING SCALE: 1"=100'
PROJECT NUMBER: 7648-3

APPENDIX "A" SKETCH OF DESCRIPTION



LEGEND

- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- CB CHORD BEARING
- CHANGE IN DIRECTION, NO POINT SET

DRAWN BY: Washington	DATE: 12/10/15	SECTION: 24.19	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7840
CHECKED BY: Daynes	JOB No: 7648-3	TOWNSHIP: 22	ORANGE COUNTY GOVERNMENT
APPROVED BY: Daynes	DRAWING FILE: 7648-3 Virginia Dr. Transfer	RANGE: 29.30	ENGINEERING - Roads & Drainage
REVISION DATE: 1/30/17		SHEET 4 OF 4	DRAWING SCALE: 1"=100'
			PROJECT NUMBER 7648-3

II. INFORMATIONAL ITEMS
COUNTY COMPTROLLER

1

COMPTROLLER

OFFICE OF THE COMPTROLLER

ORANGE
COUNTY
FLORIDA

Phil Diamond, 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, February 7, 2017

COUNTY COMPTROLLER

Informational only – No Board action required

Receipt of the following items to file for the record:

- a. Audit Report No. 461 – Audit of the Air Pollution Control Trust Fund Fiscal Year 2015-2016

Items filed for the record can be accessed at www.occompt.com. Then navigate to Clerk of the BCC.



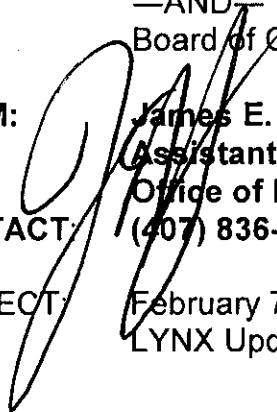
Interoffice Memorandum

III. DISCUSSION AGENDA
OFFICE OF REGIONAL MOBILITY
1

AGENDA ITEM

January 25, 2017

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: February 7, 2017 - Discussion Item
LYNX Update

Mr. Edward L. Johnson, CEO of the Central Florida Regional Transportation Authority (LYNX), will update the Board of County Commissioners on the current status of LYNX.

This item is for informational purposes and no action is being requested.

JEH/lab

c: Ajit Lalchandani, County Administrator



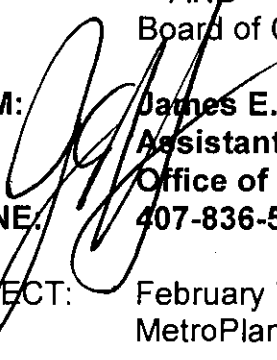
Interoffice Memorandum

III. DISCUSSION AGENDA
OFFICE OF REGIONAL MOBILITY
2

AGENDA ITEM

January 25, 2017

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

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

PHONE: 407-836-5610

SUBJECT: February 7, 2017— Discussion Item
MetroPlan Orlando Board Meeting Briefing

The next scheduled meeting of the MetroPlan Orlando Board is February 8, 2017. Staff will provide an overview of the agenda for this meeting and seek discussion of any issues that may affect Orange County. This item is for informational purposes only. No action is requested of the Board.

This item is for informational purposes and no action is being requested.


JEH/lab

c: Ajit Lalchandani, County Administrator



January 25, 2017

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

FROM: Ajit M. Lalchandani, County Administrator 

SUBJECT: Appointments to the Orange County Canvassing Board
DISCUSSION AGENDA ITEM FEBRUARY 7, 2017

Supervisor of Elections Bill Cowles has requested the appointment of two Orange County Commissioners to serve on the Orange County Canvassing Board for the 2017 elections cycle. One of the Commissioners will serve as an alternate.

Accordingly, on February 7, 2017, the Board will be requested to appoint one Commissioner and one alternate Commissioner to the Orange County Canvassing Board to serve through the end of 2017.

Please call me if you have any questions.

AML/cjg

cc: Bill Cowles, Orange County Supervisor of Elections



January 30, 2017

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

FROM: Ajit M. Lalchandani, County Administrator

SUBJECT: Open Discussion
DISCUSSION AGENDA ITEMS

A handwritten signature in black ink, appearing to be "Ajit", written over the "FROM:" line of the email header.

The following items have been submitted by Commissioners for open discussion at the February 7, 2017 BCC meeting:

- District 1 – Residential curbside collection program
- District 4 – Innovation Way
- District 6 – Head Start Emergency response procedures

The memos related to these items are attached.

Please call me if you have any questions.


AML/cjg

Attachments



January 27, 2017

TO: Ajit Lalchandani, County Administrator

FROM: Commissioner Betsy VanderLey, District 1 

SUBJECT: February 7, 2017 BCC Open Discussion Item

I would like to discuss our Residential Curbside Collection program. A year has passed since the current program started, and the service contract amendment approved during the August 4, 2015 BCC meeting included the option to reassess the contract at the end of one year. Based on inquiries made to my office, there are a few concerns that may still need to be addressed. One of the more frequent concerns we've received is regarding the waste that won't fit into the bins but don't qualify for scheduled bulk item pick-up.

Thank you in advance for your consideration of this request.

Cc: Mayor Teresa Jacobs
Board of County Commissioners
Jeff Newton, County Attorney
Chris Testerman, Assistant County Administrator
Ray Hanson, Utilities Director
Jim Becker, Solid Waste Division Manager
Cheryl Gillespie, Supervisor Agenda Development Office

COMMISSIONER BETSY VANDERLEY, DISTRICT 1

201 South Rosalind Avenue • Reply To: Post Office Box 1393 • Orlando, Florida 32808-1393

Telephone: 407-836-7312 • Fax: 407-836-5879

District1@ocfl.net



To: County Administrator Lalchandani
From: Jennifer Thompson, District 4 Commissioner
Date: January 23, 2017
Subject: February 7th BCC Open Discussion Item

During the February 7th BCC open board discussion, I would like to bring forward a topic related to Innovation Way and the importance of this corridor.

Thank you.

Cc: Mayor Teresa Jacobs
Board of County Commissioners
Jeff Newton, County Attorney
Chris Testerman, Assistant County Administrator
Jim Harrison, Assistant County Administrator, Office of Regional Mobility
Cheryl Gillespie, Supervisor Agenda Development Office

COMMISSIONER JENNIFER THOMPSON, DISTRICT 4
201 South Rosalind Avenue, 5TH Floor Reply To: Post Office Box 1393 Orlando, Florida 32802-1393
407-836-7350 Fax 407-836-5879



MEMO

January 31, 2017

TO: Mayor Teresa Jacobs
Ajit Lalchandani, County Administrator

FROM: Commissioner Victoria P. Siplin, District 6 *V. Siplin*

SUBJECT: February 7, 2017 Open Discussion Item

I would like to discuss implementing uniformed emergency response procedures for our Orange County Head Start facilities and establish notification protocols with Law Enforcement and parents.

On Monday, January 9, 2017, the City of Orlando and Orange County tragically lost Lieutenant Debra Clayton and Deputy First Class Norman Lewis. As a result of the intense search for the shooter, several area schools were placed in preventative lockdowns. Unfortunately, our Head Start centers in the immediate search zones did not receive notification of the lockdown, and it became evident that a general lockdown procedure was nonexistent.

Thank you.

Cc: Board of County Commissioners
Jeff Newton, County Attorney
George Ralls, Deputy County Administrator
Lonnie Bell, Family Services Director
Sonya Hill, Head Start Manager
Cheryl Gillespie, Agenda Development Supervisor

COMMISSIONER VICTORIA P. SIPLIN, DISTRICT 6
201 South Rosalind Avenue, 5th Floor • Reply To: Post Office Box 1393 • Orlando, Florida 32802-1393
407-836-5860 • Fax 407-836-5879



COUNTY ATTORNEY
JEFFREY J. NEWTON

IV. WORK SESSION AGENDA
COUNTY ATTORNEY
1

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

Work Session Agenda Item

Deputy County Attorney
Joel D. Prinsell

*Senior Assistant County
Attorneys*
Elaine Asad
Lila McHenry

*Assistant County
Attorneys*

Andrea Adibe
Roberta Alfonso
Anthony Cotter
Whitney E. Evers
Wanzo Galloway, Jr.
Erin E. Hartigan
Georgiana Holmes
Katherine W. Latorre
Scott McHenry
Sawsan Mohiuddin
Scott Shevenell
William Turner

*Legal Administrative
Supervisor*
Anna M. Caban

Senior Paralegal
Kimberly Cundiff

Paralegals
Melessia Lofgren
Maria Vargas, ACP

TO: Mayor Teresa Jacobs
and
County Commissioners

FROM: Jeffrey J. Newton, County Attorney
Kate Latorre, Assistant County Attorney
Contact: (407) 836-7320

DATE: January 24, 2017

RE: BCC Agenda Item – Work Session February 7, 2017
Ordinance for Petition Gatherer Badge Requirement

The recent amendments to the Orange County Charter pertaining to the initiative and referendum process, which were approved by the voters during the 2016 general election, require the Board of County Commissioners to adopt an ordinance related to badges worn by initiative petition gatherers. During the Board meeting on February 7, 2017, we will provide the Board with an overview of the pertinent provisions of the recent Charter amendment and the proposed ordinance.

KL/eh



COUNTY ATTORNEY
JEFFREY J. NEWTON

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

IV. WORK SESSION AGENDA
COUNTY ATTORNEY
2

Work Session
Agenda Item

Deputy County Attorney
Joel D. Prinsell

Senior Assistant County Attorneys
Elaine Asad
Lila McHenry

Assistant County Attorneys

Andrea Adihe
Roberta Alfonso
Anthony Cotter
Whitney E. Evers
Wanzo Galloway, Jr.
Erin E. Hartigan
Georgiana Holmes
Katherine W. Latorre
Scott McHenry
Sawsan Mohiuddin
Scott Shevenell
William Turner

Legal Administrative Supervisor
Anna M. Caban

Senior Paralegal
Kimberly Cundiff

Paralegals
Melessia Lofgren
Maria Vargas, ACP

TO: Mayor Teresa Jacobs
and
County Commissioners

FROM: Jeffrey J. Newton, County Attorney *JJN*
Kate Latorre, Assistant County Attorney *KL*
Contact: (407) 836-7320

DATE: January 24, 2017

RE: BCC Agenda Item – Work Session February 7, 2017
Sunshine Law

During the Board meeting on February 7, 2017, we will provide the Board with an overview of the Sunshine Law. The presentation will include the rules and responsibilities applicable to members of the Board.

KL/eh

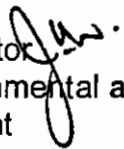


Interoffice Memorandum

AGENDA ITEM

January 17, 2017

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

FROM: Jon V. Weiss, Director 
Community, Environmental and Development
Services Department
407 836-0993

SUBJECT: February 7, 2017 – Work Session Item
Comprehensive Planning and Land Development Process

Mayor Jacobs has asked staff to prepare a series of Work Sessions to provide an overview of the County's major growth policy framework and the land development process. Over the next several Board of County Commissioner meetings, staff will discuss a variety of topics including an overview of the County's Comprehensive Plan and amendment process, the framework policies of the Plan, the relationship to our zoning code and development standards, the County's role in environmental permitting and regulations, and residential and commercial subdivision development and permitting. Staff will specifically discuss public participation and relevant case law during each of the work sessions.

On February 7, 2017, staff will provide an overview of the County's Comprehensive Plan, including the state legislative framework, the organizational structure including required and optional elements, the amendment process, and the legal standards for Board actions and review. The remaining Work Sessions will be scheduled in the coming months.

This Work Session is for informational purposes only and no action is required by the Board.

JVW:rep



AGENDA DEVELOP

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

III. DISCUSSION AGENDA
COUNTY ADMINISTRATOR
2

33802-1393

January 25, 2017

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

FROM: Cheryl J. Gillespie, Supervisor *cg*
Agenda Development Office

SUBJECT: Nomination for Library Board of Trustees
DISCUSSION AGENDA ITEM FEBRUARY 7, 2017

The Orange County Library Board of Trustees ("Library Board") is authorized by Chapter 80-555, Laws of Florida (codified and reenacted at Chapter 99-486, Laws of Florida). The Library Board consists of five members, two of whom are nominees of the City of Orlando and three of whom are nominees of Orange County. Appointments to the Library Board are made by the Library District Governing Board ("Governing Board"). The Governing Board is composed of the Board of County Commissioners and one member appointed by the Orlando City Council.

The term of Marucci Guzmán expired December 31, 2016. She is eligible for reappointment and wishes to continue serving. The new term would expire December 31, 2020.

Attached is a list of the current members of the Library Board that indicates the districts in which the members reside, the categories in which they are serving, and the expiration of their terms. I have also attached for your review a list of all of the applications on file for the Library Board.

Once a nomination had been secured as the Board of County Commissioners, the Board will convene as the Governing Board to make the appointment.

Please let me know if you require further information.

ACTION REQUESTED OF THE BCC:

Reappointment of Marucci Guzmán as an Orange County representative on the Library Board of Trustees with a term effective February 7, 2017 and expiring December 31, 2020 or appointment of an individual to succeed her.

Attachments

LIBRARY BOARD OF TRUSTEES – CURRENT MEMBERS

	<u>ORIGINAL APPOINTMENT</u>	<u>TERM EXPIRES</u>	<u>RACE</u>	<u>ETH</u>	<u>GEND</u>	<u>DIST</u>
<u>Orange County</u>						
Lisa Franchina	1/10/12	12/31/19	W	NH	F	4
Richard Maladeck	1/27/15	12/31/18	W	NH	M	1
Marucci Guzmán	12/18/12	12/31/16	*	H	F	4
<u>City of Orlando</u>						
Hernan H. Tagliani [RESIGNED]	12/4/07	12/31/17	*	H	M	5
Ted Maines	7/8/08	12/31/19	W	*	M	5

*Not Listed

LIBRARY BOARD OF TRUSTEES – APPLICANTS

<u>APPLICANT</u>	<u>OCCUPATION</u>	<u>RACE</u>	<u>ETH</u>	<u>GEND</u>	<u>DIST</u>
John Bower	Walt Disney World	W	NH	M	1
Sara Brady	Sara Brady Public Relations, Inc./ President/CEO	W	NH	F	5
Lee E. Douglas	Walt Disney World Co/ Scheduling Process Specialist	W	NH	M	1
Nicole McLaren	Attorney	B	H	F	3

*Not Listed



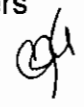
AGENDA DEVELOPMENT
201 South Rosalind Avenue • Re
407-836-5426 • Fax: 407-836-289

III. DISCUSSION AGENDA
COUNTY ADMINISTRATOR
3

2802-1393

January 25, 2017

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

FROM: Cheryl J. Gillespie, Supervisor 
Agenda Development Office

SUBJECT: Appointment to Library Board of Trustees
DISCUSSION AGENDA ITEM FEBRUARY 7, 2017

On Tuesday, February 7, 2017, you will be asked to adjourn as the Board of County Commissioners and convene as the Library District Governing Board for the purpose of considering the nomination secured in the previous discussion item while sitting as the Board of County Commissioners. You will also be asked to approve the minutes of the January 5, July 18, September 12, and September 20, 2016 meetings of the Library District Governing Board.

In addition, Hernan H. Tagliani has resigned from the Library Board of Trustees. The City of Orlando has nominated Wilbert Vancol to succeed Mr. Tagliani with a term expiring December 31, 2017. A copy of Mr. Vancol's application is available upon request.

Please let me know if you require further information.

**ACTION REQUESTED
OF THE GOVERNING
BOARD:**

**Appointment of an Orange County representative to the Library Board of Trustees with a term effective February 7, 2017 and expiring December 31, 2020;
-and-**

**Appointment of Wilbert Vancol to the Library Board of Trustees as a City of Orlando representative with a term effective February 7, 2017 and expiring December 31, 2017;
-and-**

Approval of the January 5, July 18, September 12, and September 20, 2016 meeting minutes of the Library District Governing Board

cc: Ana Palenzuela, HR Director, City of Orlando

ORANGE COUNTY LIBRARY DISTRICT GOVERNING BOARD

Date: Tuesday, January 5, 2016
Location: Commission Chambers, Orange County Administration Center,
First Floor, 201 S. Rosalind Avenue, Orlando, Florida
Members Present: Vice Mayor Bryan Nelson; Commissioners S. Scott Boyd, Pete
Clarke, Jennifer Thompson, Ted Edwards, Victoria Siplin; City of
Orlando Deputy Chief Administrative Officer Deborah Girard
Member Absent: County Mayor Teresa Jacobs
Others Present: County Administrator Ajit Lalchandani, Deputy County Attorney Joel
Prinsell, Senior Minutes Coordinator Craig Stopyra, Documents
Coordinator Jennifer Lara-Klimetz

• COUNTY DISCUSSION AGENDA

County Administrator

7. Appointment of an Orange County representative to the Library Board of Trustees with a term effective January 5, 2016 and expiring December 31, 2019; reappointment of Ted Maines to the Library Board of Trustees as a City of Orlando representative with a term expiring December 31, 2019;

Ms. Girard nominated Ted Maines.

AYE votes cast by voice vote for Ted Maines as follows: Commissioners Boyd, Nelson, Clarke, Thompson, Edwards, Siplin.

Member absent-County Mayor Jacobs

Ted Maines received a majority to be reappointed to the Library Board of Trustees as a City of Orlando representative with a term expiring December 31, 2019; no further votes were cast.

Motion/Second: Commissioner Thompson/Clarke

Absent: County Mayor Jacobs

AYE (voice vote): All present members

Action: The Board appointed Lisa Franchina as an Orange County representative to the Library Board of Trustees with a term effective January 5, 2016 and expiring December 31, 2019.

- and -

Approval of the January 27, July 13, September 14, and September 22, 2015 meeting minutes of the Library District Governing Board. (Agenda Development Office)

Motion/Second: Ms. Girard/Commissioner Boyd

Absent: County Mayor Jacobs

AYE (voice vote): All present members

Action: The Board approved the January 27, July 13, September 14, and September 22, 2015 meeting minutes of the Library District Governing Board.

ATTEST:

Orange County Mayor

City of Orlando

District 1 Orange County Commissioner

District 2 Orange County Commissioner

District 3 Orange County Commissioner

District 4 Orange County Commissioner

District 5 Orange County Commissioner

District 6 Orange County Commissioner

ATTEST SIGNATURES:

Martha O. Haynie
County Comptroller as Clerk

Deputy Clerk

ORANGE COUNTY LIBRARY DISTRICT GOVERNING BOARD MEETING

Date: Monday, July 18, 2016
Location: Commission Chambers, Orange County Administration Center,
First Floor, 201 S. Rosalind Avenue, Orlando, Florida
Members Present: County Mayor Teresa Jacobs; Commissioners S. Scott Boyd,
Bryan Nelson, Pete Clarke, Jennifer Thompson, Ted Edwards,
Victoria P. Siplin; City of Orlando Human Resources Director Ana
Palenzuela
Others Present: County Administrator Ajit Lalchandani, Senior Minutes Coordinator
Noelia Perez, Senior Minutes Coordinator Craig Stopyra

• CALL TO ORDER, 4:18 p.m.

• ORANGE COUNTY LIBRARY

Mary Anne Hodel, Library Director, Orange County Library System, presented a library update and budget report.

Motion/Second: Ms. Palenzuela/Commissioner Clarke

AYE (voice vote): All members

Action: The Board approved FY 2017 tentative millage rate of .3748 for the Orange County Library District; and further, approved FY 2017 tentative budgets for the Orange County Library District.

• MEETING ADJOURNED, 4:32 p.m.

There being no further business, the County Mayor adjourned the meeting.

ATTEST:

Orange County Mayor

City of Orlando
Human Resources Director

District 1 Orange County Commissioner

District 2 Orange County Commissioner

District 3 Orange County Commissioner

District 4 Orange County Commissioner

District 5 Orange County Commissioner

District 6 Orange County Commissioner

ATTEST SIGNATURES:

Martha O. Haynie
County Comptroller as Clerk

Deputy Clerk

ORANGE COUNTY LIBRARY DISTRICT GOVERNING BOARD MEETING

Date: Tuesday, September 12, 2016
Location: Commission Chambers, Orange County Administration Center,
First Floor, 201 S. Rosalind Avenue, Orlando, Florida
Members Present: County Mayor Teresa Jacobs; Commissioners S. Scott Boyd, Pete
Clarke, Jennifer Thompson, Ted Edwards, Victoria P. Siplin; City of
Orlando Human Resources Director Ana Palenzuela
Member Absent: Commissioner Bryan Nelson
Others Present: County Administrator Ajit Lalchandani, County Attorney Jeffrey J.
Newton, Orange County Library System Executive Director/CEO
Mary Anne Hodel, Orange County Library System Comptroller
Robert Tessier, Senior Minutes Coordinator Craig Stopyra, Minutes
Coordinator Jennifer Lara-Klimetz

- CALL TO ORDER, 5:05 p.m.
- FIRST ORANGE COUNTY LIBRARY DISTRICT GOVERNING BOARD BUDGET
PUBLIC HEARING

Consideration: A RESOLUTION ADOPTING THE TENTATIVE MILLAGE RATE FOR
ORANGE COUNTY LIBRARY DISTRICT; STATING THE
PERCENTAGE BY WHICH THE TENTATIVE MILLAGE RATE AS
ADOPTED HEREIN EXCEEDS THE ROLLED-BACK MILLAGE RATE;
STATING THE PERCENTAGE INCREASE OF PROPERTY TAXES
FOR ORANGE COUNTY LIBRARY DISTRICT; PROVIDING AN
EFFECTIVE DATE

and

Consideration: A RESOLUTION ADOPTING TENTATIVE BUDGETS FOR ORANGE
COUNTY LIBRARY DISTRICT; STATING THE AMOUNT ADOPTED
FOR EACH FUND; PROVIDING AN EFFECTIVE DATE

Mary Ann Hodel, Executive Director/CEO, Orange County Library System, explained
that the purpose of the public hearing is to consider and adopt the tentative library
millage and budget for fiscal year October 1, 2016, and ending September 30, 2017.
Ms. Hodel announced the Orange County Library District second and final public
hearing to adopt the final millage and budget would be held on Tuesday, September 20,
2016, at 5:01 p.m. in the Commission Chambers.

Robert Tessier, Orange County Library System Comptroller, announced the tentative
millage rates for fiscal year 2016-2017.

Motion/Second: Ms. Palenzuela/Commissioner Edwards
Absent: Commissioner Nelson

AYE (voice vote): All present members

Action: The Board adopted Tentative Millage Resolution 2016-M-39 for the Orange County Library District for fiscal year 2016-2017 at the millage rate of 0.3748.

Robert Tessier, Orange County Library System Comptroller, announced the tentative budget for fiscal year 2016-2017.

Motion/Second: Ms. Palenzuela/Commissioner Clarke

Absent: Commissioner Nelson

AYE (voice vote): All present members

Action: The Board adopted Tentative Budget Resolution 2016-M-40 for the Orange County Library District for fiscal year 2016-2017.

County Mayor Jacobs announced that the second and final Library District Governing Board budget public hearing is scheduled for Tuesday, September 20, 2016, at 5:01 p.m.

• ADJOURNMENT, 5:09 p.m.

ATTEST:

Orange County Mayor

City of Orlando
Human Resources Director

District 1 Orange County Commissioner

District 2 Orange County Commissioner

District 3 Orange County Commissioner

District 4 Orange County Commissioner

District 5 Orange County Commissioner

District 6 Orange County Commissioner

ATTEST SIGNATURES:

Martha O. Haynie
County Comptroller as Clerk

Deputy Clerk

ORANGE COUNTY LIBRARY DISTRICT GOVERNING BOARD MEETING

Date: Tuesday, September 20, 2016
Location: Commission Chambers, Orange County Administration Center,
First Floor, 201 S. Rosalind Avenue, Orlando, Florida
Members Present: Vice Mayor Bryan Nelson; Commissioners S. Scott Boyd, Pete
Clarke, Jennifer Thompson, Ted Edwards, Victoria P. Siplin; City of
Orlando Human Resources Director Ana Palenzuela
Member Absent: County Mayor Teresa Jacobs
Others Present: County Administrator Ajit Lalchandani, Orange County Library
System Executive Director/CEO Mary Anne Hodel, Orange County
Library System Comptroller Robert Tessier, Senior Minutes
Coordinator Craig Stopyra, Minutes Coordinator Jennifer Lara-
Klimetz

- CALL TO ORDER, 5:12 p.m.
- SECOND ORANGE COUNTY LIBRARY DISTRICT GOVERNING BOARD BUDGET
PUBLIC HEARING

Consideration: A RESOLUTION ADOPTING THE FINAL MILLAGE RATE FOR
ORANGE COUNTY LIBRARY DISTRICT; STATING THE
PERCENTAGE BY WHICH THE FINAL MILLAGE RATE AS
ADOPTED HEREIN EXCEEDS THE ROLLED-BACK MILLAGE RATE;
STATING THE PERCENTAGE INCREASE OF PROPERTY TAXES
FOR ORANGE COUNTY LIBRARY DISTRICT; PROVIDING AN
EFFECTIVE DATE

and

Consideration: A RESOLUTION ADOPTING FINAL BUDGETS FOR ORANGE
COUNTY LIBRARY DISTRICT; STATING THE AMOUNT ADOPTED
FOR EACH FUND; PROVIDING AN EFFECTIVE DATE

Mary Anne Hodel, Director/Chief Executive Officer, Orange County Library System
stated that the purpose of the public hearing is to consider and adopt the final library
millage and budget for fiscal year beginning October 1, 2016, and ending September
30, 2017.

Robert Tessier, Orange County Library System Comptroller, announced the final
millage rates for fiscal year 2016-2017.

Motion/Second: Ms. Palenzuela/Commissioner Thompson
Absent: County Mayor Jacobs
AYE (voice vote): All present members

Action: The Board approved Library District Governing Board adopted Final Millage Resolution 2016-M-45 for the Orange County Library District for fiscal year 2016-2017 at the millage rate of 0.3748.

Robert Tessier, Orange County Library System Comptroller, announced the final budget rates for fiscal year 2016-2017.

Motion/Second: Ms. Palenzuela/Commissioner Boyd

Absent: County Mayor Jacobs

AYE (voice vote): All present members

Action: The Board approved Library District Governing Board adopted Final Budget Resolution 2016-M-46, at \$42,267,000, for the Orange County Library District for fiscal year 2016-2017.

• ADJOURNMENT, 5:17 p.m.

ATTEST:

Orange County Mayor

City of Orlando
Human Resources Director

District 1 Orange County Commissioner

District 2 Orange County Commissioner

District 3 Orange County Commissioner

District 4 Orange County Commissioner

District 5 Orange County Commissioner

District 6 Orange County Commissioner

ATTEST SIGNATURES:

Martha O. Haynie
County Comptroller as Clerk

Deputy Clerk

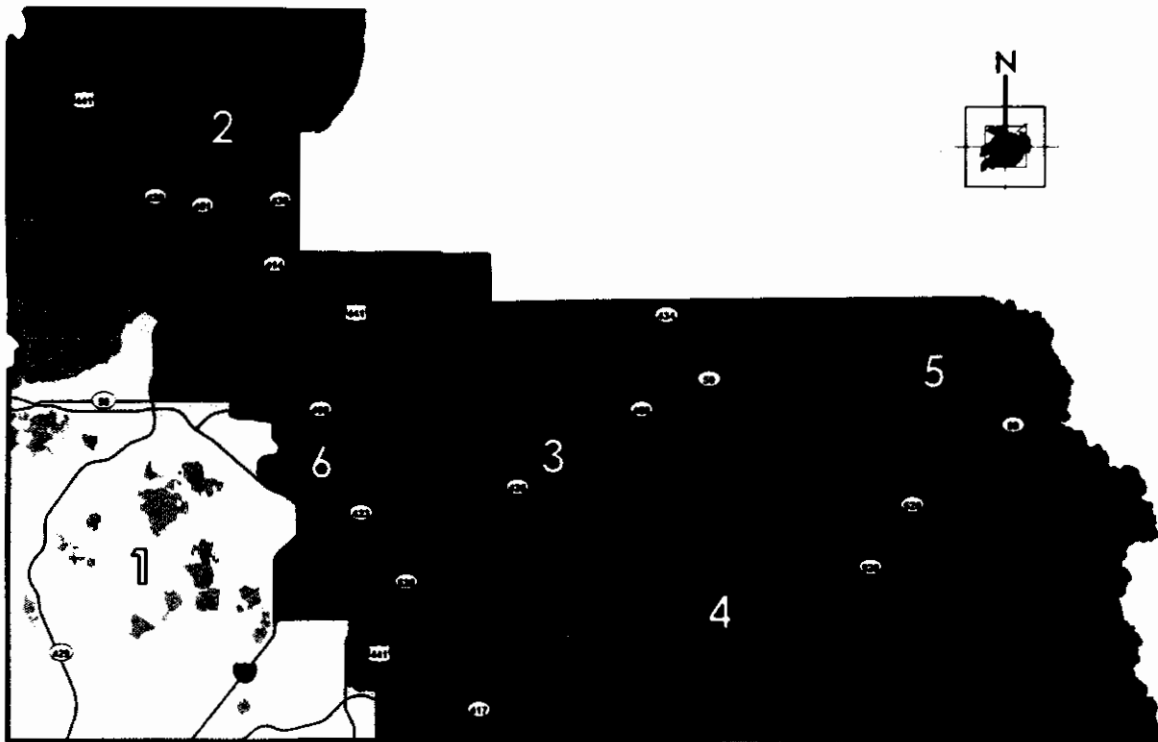


PLANNING AND ZONING COMMISSION

LOCAL PLANNING AGENCY

REZONING RECOMMENDATIONS

JANUARY 19, 2017



PREPARED BY:

ORANGE COUNTY GOVERNMENT
PLANNING DIVISION | CURRENT PLANNING SECTION

Planning and Zoning Commission / Local Planning Agency (PZC / LPA)



James Dunn Vice – Chairman	District #1
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Vacant	District #2
--------	-------------

Tina Demostene	District #3
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Pat DiVecchio	District #4
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J. Gordon Spears	District #5
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JaJa J. Wade Chairman	District #6
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Paul Wean	At Large
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Yog Melwani	At Large
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Jose Cantero	At Large
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Planning and Zoning Commission
January 19, 2017

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CONVENTIONAL REZONING PUBLIC HEARINGS

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RZ-17-01-007 District 5.....	13

TABLE OF HEARINGS

Planning and Zoning Commission

January 19, 2017

<u>Case #</u> <u>Applicant</u>	<u>Request</u>	<u>Commission</u> <u>District</u>	<u>Recommendations</u> <u>Staff</u>	<u>PZC</u>	<u>BCC Hearing</u> <u>Required</u>
I. CONVENTIONAL REZONING PUBLIC HEARINGS					
RZ-17-01-001 Mark Mosher	<i>R-1A to R-2</i>	5	Approval with one (1) restriction	Approval with one (1) restriction	No
RZ-17-01-007 Daniel S Munizzi	<i>R-CE to R-1AA</i>	5	Approval	Approval	No

SITE and BUILDING REQUIREMENTS

Orange County Code Section 38-1501. Basic Requirements

District	Min. lot area (sq. ft.) †††	Min. living area (sq. ft.)	Min. lot width (ft.)	*Min. front yard (ft.)	*Min. rear yard (ft.)	Min. side yard (ft.)	Max. building height (ft.)	Lake setback (ft.)
A-1	21,780 (½ acre)	850	100	35	50	10	35	*
A-2	21,780 (½ acre)	850	100	35	50	10	35	*
A-R	108,900 (2½ acres)	1,000	270	35	50	25	35	*
R-CE	43,560 (1 acre)	1,500	130	35	50	10	35	*
R-CE-2	2 acres	1,200	250	45	50	30	35	*
R-CE-5	5 acres	1,200	185	50	50	45	35	*
R-1AAAA	21,780 (½ acre)	1,500	110	30	35	10	35	*
R-1AAA	14,520 (1/3 acre)	1,500	95	30	35	10	35	*
R-1AA	10,000	1,200	85	25†	30†	7.5	35	*
R-1A	7,500	1,200	75	20†	25†	7.5	35	*
R-1	5,000	1,000	50	20†	20†	5†	35	*
R-2	One-family dwelling, 4,500	1,000	45*****	20†	20†	5†	35	*
	Two dwelling units (DUs), 8,000/9,000	500/1,000 per DU	80/90*****	20†	20†	5†	35	*
	Three DUs, 11,250	500 per DU	85†	20†	30	10	35**, ***	*
	Four or more DUs, 15,000	500 per DU	85†	20†	30	10****	35**, ***	*
R-3	One-family dwelling, 4,500	1,000	45*****	20†	20†	5	35	*
	Two DUs, 8,000/9,000	500/1,000 per DU	80/90*****	20†	20†	5†	35	*
	Three dwelling units, 11,250	500 per DU	85†	20†	30	10	35**, ***	*
	Four or more DUs, 15,000	500 per DU	85†	20†	30	10****	35**, ***	*
R-L-D	N/A	N/A	N/A	10 for side entry garage, 20 for front entry garage	15	0 to 10	35***	*
R-T	7 spaces per gross acre	Park size min. 5 acres	Min. mobile home size 8 ft. x 35 ft.	7.5	7.5	7.5	N/A	*
R-T-1								
SFR	4,500*****	45*****	1,000	25/20 ††	25/20 ††	5	35	*
Mobile home	4,500*****	45*****	Min. mobile home size 8 ft. x 35 ft.	25/20 ††	25/20 ††	5	35	*
R-T-2	6,000	60	SFR 500	25	25	6	N/A	*
(prior to 1/29/73)			Min. mobile home size 8 ft. x 35 ft.					
(after 1/29/73)	21,780 ½ acre	100	SFR 600	35	50	10	N/A	*
			Min. mobile home size 8 ft. x 35 ft.					

District	Min. lot area (sq. ft.) †††	Min. living area (sq. ft.)	Min. lot width (ft.)	*Min. front yard (ft.)	*Min. rear yard (ft.)	Min. side yard (ft.)	Max. building height (ft.)	Lake setback (ft.)
NR	One-family dwelling, 4,500	1,000	45*****	20	20	5	35/3 stories ††	*
	Two DUs, 8,000	500 per DU	80/90*****	20	20	5	35/3 stories ††	*
	Three DUs, 11,250	500 per DU	85	20	20	10	35/3 stories ††	*
	Four or more DUs, 1,000 plus 2,000 per DU	500 per DU	85	20	20	10	50/4 stories ††	*
	Townhouse, 1,800	750 per DU	20	25, 15 for rear entry driveway	20, 15 for rear entry garage	0, 10 for end units	40/3 stories ††	*
	Non-residential and mixed use development, 6,000	500	50	0/10 maximum, 60% of building frontage must conform to max. setback	15, 20 adjacent to single-family zoning district	10, 0 if buildings are adjoining	50 feet ††	*
	One-family dwelling, 4,500	1,000	45*****	20	20	5	35/3 stories ††	*
	Two DUs, 8,000	500 per DU	80*****	20	20	5	35/3 stories ††	*
	Three DUs, 11,250	500 per DU	85	20	20	10	35/3 stories ††	*
	Four or more DUs, 1,000 plus 2,000 per DU	500 per DU	85	20	20	10	50 feet/4 stories, 65 feet with ground floor retail ††	*
NAC	Townhouse, 1,800	750 per DU	20	25, 15 for rear entry driveway	20, 15 for rear entry garage	0, 10 for end units	40/3 stories ††	*
	Non-residential and mixed use development, 8,000	500	50	0/10 maximum, 60% of building frontage must conform to max. setback	15, 20 adjacent to single-family zoning district	10, 0 if buildings are adjoining	65 feet ††	*
	One-family dwelling, 4,500	1,000	45*****	20	20	5	35/3 stories ††	*
	Two DUs, 8,000	500 per DU	80*****	20	20	5	35/3 stories ††	*
	Three DUs, 11,250	500 per DU	85	20	20	10	35/3 stories ††	*
	Four or more DUs, 1,000 plus 2,000 per DU	500 per DU	85	20	20	10	65 feet, 80 feet with ground floor retail ††	*
	Townhouse	750 per DU	20	25, 15 for rear entry driveway	20, 15 for rear entry garage	0, 10 for end units	40/3 stories ††	*
	10,000	500	85	25	30	10 for one- and two-story bldgs., plus 2 for each add. story	35**	*

P-O								
C-1								
	6,000	500	80 on major streets (see Art. XV); 60 for all other streets#; 100 ft. for corner lots on major streets (see Art. XV)	25	20	0; or 15 ft. when abutting residential district; side street, 15 ft.	50; or 35 within 100 ft. of all residential districts	*

District	Min. lot area (sq. ft.) †††	Min. living area (sq. ft.)	Min. lot width (ft.)	*Min. front yard (ft.)	*Min. rear yard (ft.)	Min. side yard (ft.)	Max. building height (ft.)	Lake setback (ft.)
C-2	8,000	500	100 on major streets (see Art. XV); 80 for all other streets ##	25, except on major streets as provided in Art. XV	15; or 20 when abutting residential district	5; or 25 when abutting residential district; 15 for any side street	50; or 35 within 100 feet of all residential districts	*
C-3	12,000	500	125 on major streets (see Art. XV); 100 for all other streets ###	25, except on major streets as provided in Art. XV	15; or 20 when abutting residential district	5; or 25 when abutting residential district; 15 for any side street	75; or 35 within 100 feet of all residential districts	*

District	Min. front yard (feet)	Min. rear yard (feet)	Min. side yard (feet)	Max. building height (feet)
I-1A	35	25	25	50, or 35 within 100 ft. of all residential districts; 100, when 500 ft. or more from residential districts
I-1 / I-5	35	25	25	50, or 35 within 100 ft. of all residential districts; 100, when 500 ft. or more from residential districts
I-2 / I-3	25	10	15	50, or 35 within 100 ft. of all residential districts; 100, when 500 ft. or more from residential districts
I-4	35	10	25	50, or 35 within 100 ft. of all residential districts; 100, when 500 ft. or more from residential districts

NOTE: These requirements pertain to zoning regulations only. The lot areas and lot widths noted are based on connection to central water and wastewater. If septic tanks and/or wells are used, greater lot areas may be required. Contact the Health Department at 407-836-2600 for lot size and area requirements for use of septic tanks and/or wells.

FOOTNOTES

- * Setbacks shall be a minimum of 50 feet from the normal high water elevation contour on any adjacent natural surface water body and any natural or artificial extension of such water body, for any building or other principal structure. Subject to the lakeshore protection ordinance and the conservation ordinance, the minimum setbacks from the normal high water elevation contour on any adjacent natural surface water body, and any natural or artificial extension of such water body, for an accessory building, a swimming pool, swimming pool deck, a covered patio, a wood deck attached to the principal structure or accessory structure, a parking lot, or any other accessory use, shall be the same distance as the setbacks which are used per the respective zoning district requirements as measured from the normal high water elevation contour.
- ** Buildings in excess of 35 feet in height may be permitted as a special exception.
- *** Buildings in excess of 1 story in height within 100 feet of the property line of any single-family residential district may be permitted as a special exception.
- **** Side setback is 30 feet where adjacent to single-family district.
- ***** For lots platted between 4/27/93 and 3/3/97 that are less than 45 feet wide or contain less than 4,500 sq. ft. of lot area, or contain less than 1,000 square feet of living area shall be vested pursuant to Article III of this chapter and shall be considered to be conforming lots for width and/or size and/or living area.
- ***** For attached units (common fire wall and zero separation between units) the minimum duplex lot width is 80 feet and the duplex lot size is 8,000 square feet. For detached units the minimum duplex lot width is 90 feet and the duplex lot size is 9,000 square feet with a minimum separation between units of 10 feet. Fee simple interest in each half of a duplex lot may be sold, devised or transferred independently from the other half. For duplex lots that:
 - (i) are either platted or lots of record existing prior to 3/3/97, and
 - (ii) are 75 feet in width or greater, but are less than 90 feet, and
 - (iii) have a lot size of 7,500 square feet or greater, but less than 9,000 square feet are deemed to be vested and shall be considered as conforming lots for width and/or size.
- # Corner lots shall be 100 [feet] on major streets (see Art. XV), 80 [feet] for all other streets.
- ## Corner lots shall be 125 [feet] on major streets (see Art. XV), 100 [feet] for all other streets.
- ### Corner lots shall be 150 [feet] on major streets (see Art. XV), 125 [feet] for all other streets.
- ‡ For lots platted on or after 3/3/97, or un-platted parcels. For lots platted prior to 3/3/97, the following setbacks shall apply: R-1AA, 30 feet, front, 35 feet rear, R-1A, 25 feet, front, 30 feet rear, R-1, 25 feet, front, 25 feet rear, 6 feet side; R-2, 25 feet, front, 25 feet rear, 6 feet side for one (1) and two (2) dwelling units; R-3, 25 feet, front, 25 feet, rear, 6 feet side for two (2) dwelling units. Setbacks not listed in this footnote shall apply as listed in the main text of this section.
- † Attached units only. If units are detached, each unit shall be placed on the equivalent of a lot 45 feet in width and each unit must contain at least 1,000 square feet of living area. Each detached unit must have a separation from any other unit on site of at least 10 feet.

++ Maximum impervious surface ratio shall be 70%, except for townhouses, nonresidential, and mixed use development, which shall have a maximum impervious surface ratio of 80%.

+++ Based on gross square feet.

These requirements are intended for reference only; actual requirements should be verified in the Zoning Division prior to design or construction.

BUFFER YARD REQUIREMENTS

Orange County Code Section 24-5.

Buffer yards prescribed are intended to reduce, both visually and physically, any negative impacts associated with abutting uses. Buffer yards shall be located on the outer perimeter of a lot or parcel, extending to the parcel boundary. Buffer yards shall not be located on any portion of an existing or dedicated public or private street or right-of-way.

(a) *Buffer classifications:*

- (1) **Type A, opaque buffer:** This buffer classification shall be used to separate heavy industrial (I-4 and M-1) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least eight (8) feet and shall be a minimum of fifty (50) feet wide. The type A buffer shall utilize a masonry wall.
- (2) **Type B, opaque buffer:** This buffer classification shall be used to separate commercial (general and wholesale) (C-2 and C-3) and industrial (general and light) (I-2/I-3 and I-1/I-5) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of twenty-five (25) feet wide. The type B buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be four (4) feet high and seventy (70) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (3) **Type C, opaque buffer.** This buffer classification shall be used to separate neighborhood retail commercial (C-1), industrial-restricted (I-1A) and multi-family uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of fifteen (15) feet wide. The type C buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be three (3) feet high and fifty (50) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (4) **Type D, opaque buffer:** This buffer classification shall be used to separate professional office (P-O) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of ten (10) feet wide. The type D buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be three (3) feet high and fifty (50) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (5) **Type E, mobile home and RV park buffer:** This buffer classification shall be used to separate mobile home and RV parks from all abutting uses. This buffer shall be twenty-five (25) feet wide. Where the park abuts an arterial highway, the buffer shall be fifty (50) feet wide. This buffer shall not be considered to be part of an abutting mobile home space, nor shall such buffer be used as part of the required recreation area or drainage system (ditch or canal). This buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof. This buffer must be at least five (5) feet in height and fifty (50) percent opaque within eighteen (18) months after installation.
- (6) **Type F, residential subdivision buffer:** See subdivision regulations (Chapter 34, Orange County Code).

These requirements are intended for reference only; actual requirements should be verified in the Zoning Division prior to design or construction.

CASE # RZ-17-01-001

Commission District: # 5

GENERAL INFORMATION

APPLICANT	Mark Mosher, DRMDM CORP
OWNER	DRMDM CORP
HEARING TYPE	Planning and Zoning Commission
REQUEST	R-1A (Single-Family Dwelling District) to R-2 (Residential District)
LOCATION	1403 Carlson Drive; or generally on the north side of Carlson Drive, approximately 600 feet east of Goddard Avenue
PARCEL ID NUMBER	03-22-29-1180-01-091
PUBLIC NOTIFICATION	The notification area for this public hearing extended beyond 500 feet [<i>Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet</i>]. One hundred forty-five (145) notices were mailed to those property owners in the mailing area. A community meeting was not required for this application.
TRACT SIZE	0.70-gross acre
PROPOSED USE	Two (2) lots with single-family detached residential dwelling units

STAFF RECOMMENDATION

PLANNING

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested R-2 (Residential District) zoning, subject to the following restriction:

1. Development of the subject property shall be limited to single-family detached residential dwelling units and accessory uses only.

IMPACT ANALYSIS

Land Use Compatibility

The R-2 (Residential District) zoning would allow for development that is compatible with the character of the surrounding area and would not adversely impact adjacent properties.

Comprehensive Plan (CP) Consistency

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Low Density Residential (LDR). The R-2 (Residential District) zoning is consistent with the LDR FLUM designation and the following Comprehensive Plan provisions:

FLU1.1.5 states that Orange County shall encourage mixed-use development, infill development and transit-oriented development to promote compact urban form and efficiently use land and infrastructure in the Urban Service Area.

FLU1.4.1 states Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.

GOAL FLU2 states that Orange County will encourage urban strategies such as infill development, coordinated land use and transportation planning, and mixed-use development, which promote efficient use of infrastructure, compact development and an urban experience with a range of choices and living options.

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU8.2.1 states that land use changes shall be required to be compatible with existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

FLU8.2.11 states that compatibility may not necessarily be determined to be a land use that is identical to those uses that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project and its function in the broader community, as well its contribution toward the Goals and Objectives in the CP. The CP shall specifically allow for such a balance of considerations to occur.

SITE DATA

Existing Use	Single-Family Residential
Adjacent Zoning	N: R-2 (Residential District) (1998)
	E: R-2 (Residential District) (1989)
	W: R-1A (Single-Family Dwelling District) (1957)
	S: R-1A (Single-Family Dwelling District) (1957)

Adjacent Land Uses N: School
 E: Single-Family Residential
 W: Single-Family Residential
 S: Single-Family Residential

R-2 (RESIDENTIAL DISTRICT) DEVELOPMENT STANDARDS*

One-Family Dwelling

Min. Lot Area: 4,500 sq. ft.
Min. Lot Width: 45 ft.

Max. Height: 35 ft.
Min. Living Area: 1,000 sq. ft.
Building Setbacks:
 Front: 20 ft.
 Rear: 20 ft.
 Side: 5 ft.
 Side Street: 15 ft.

Two Dwelling Units

Min. Lot Area: 8,000 sq. ft. / 9,000 sq. ft.
Min. Lot Width: 80 ft. / 90 ft.

Max. Height: 35 ft.
Min. Living Area: 500 sq. ft. / 1,000 sq. ft.
Building Setbacks:
 Front: 20 ft.
 Rear: 20 ft.
 Side: 5 ft.
 Side Street: 15 ft.

Three Dwelling Units

Min. Lot Area: 11,250 sq. ft.
Min. Lot Width: 85 ft. (attached units only)

Max. Height: 35 ft. (Greater than 35 ft. by Special Exception)
Min. Living Area: 500 sq. ft. per dwelling unit
Building Setbacks:
 Front: 20 ft.
 Rear: 30 ft.
 Side: 10 ft.
 Side Street: 15 ft.

Four or More Dwelling Units

Min. Lot Area: 15,000 sq. ft.
Min. Lot Width: 85 ft.

Max. Height:	35 ft. (Greater than 35 ft. by Special Exception)
Min. Living Area:	500 sq. ft. per dwelling unit
Building Setbacks:	
Front:	20 ft.
Rear:	30 ft.
Side:	10 ft. (30 ft. where adjacent to single-family)
Side Street:	15 ft.

* These regulations may not reflect the actual requirements for all situations; see the Orange County Zoning Code for actual regulations for site requirements for this zoning district.

Permitted Uses

The R-2 (Residential District) zoning district is composed of lands and structures used primarily for the construction of detached and attached single-family dwelling units, containing a maximum of four (4) units per building and associated residential uses.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code.

SPECIAL INFORMATION

Subject Property Analysis

The subject property is located at 1403 Carlson Drive; or generally on the north side of Carlson Drive, approximately 600 feet east of Goddard Avenue. It is also currently developed with a single-family detached dwelling. The surrounding neighborhood is characterized as primarily residential in nature with suburban subdivisions and lots.

The applicant is proposing to rezone the subject property from R-1A (Single-Family Dwelling District) to R-2 (Residential District) in order to split the property and construct a single-family detached dwelling on each of resulting two (2) lots. The applicant has not indicated whether or the existing single-family dwelling will be retained or razed for new construction.

Staff is also recommending a restriction to limit development to single-family detached residential dwelling units and accessory uses only. This restriction is consistent with that placed on the R-2 zoned parcels to the east of the subject property by the Board of County Commissioners (BCC) on September 18, 1989.

Comprehensive Plan (CP) Amendment

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Low Density Residential (LDR) Future Land Use Map (FLUM) designation.

State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that

result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Airport Noise Zone

The subject property is not located within an Airport Noise Zone.

Environmental

CAD Required - Prior to approval of an Orange County permit, development plan or lot split, a Conservation Area Determination (CAD) must be completed as outlined in Orange County Code Chapter 15, Article X Wetland Conservation Areas. There is no record that a CAD or impact permit application has been approved by the Environmental Protection Division (EPD) for this property. If these permits have been obtained, or if historical documents are located, then submit a copy to EPD for verification.

CAD Labels - The following information shall be included on all development plans or permit applications: the Orange County Conservation Area Determination (CAD) number, the approved conservation area boundary survey lines, the identification numbers of all conservation areas, the wetland classifications and acreage of each.

Erosion Control - If new construction is proposed, use caution to prevent erosion along the boundary of the property, into surface waters, wetlands and wetland buffers, and into all drainage facilities and ditches. Construction will require Best Management Practices (BMPs) for erosion control. The construction entry area shall be designed to prevent trucks from tracking soil onto local roads and the affected storm drainage system shall be protected.

Septic Systems - If a septic system is required or in use, the applicant shall notify the Florida Department of Health (FDOH), Environmental Health Division (407-858-1497), about the septic system permit application, modification or abandonment. Also refer to Orange County Code Chapter 37, Article XVII Individual On-Site Sewage Disposal Ordinance for requirements regarding setbacks, lot size, soils, distance to potable water supply wells, and elevations. Especially note setbacks: no less than 75 feet from jurisdictional wetlands and the design high water level of normally wet stormwater retention areas, and 150 feet from the normal high water elevation (NHWE) of surface water bodies and canals connected to surface water bodies. Indicate the setbacks in all development plan and permit applications.

Stormwater - All development is required to treat runoff for pollution abatement purposes. Discharge that flows directly into wetlands or surface waters without

pretreatment is prohibited.

Transportation / Access

This property is located within the Alternative Mobility Area and is exempt from transportation concurrency. Transit service is available within a quarter mile walk distance along Lee Road and Edgewater Drive.

There is a signed bicycle route along Edgewater Drive.

Sidewalks in the area are incomplete.

Code Enforcement

There are no active Code Enforcement violations on the subject property.

Water / Wastewater / Reclaim

Water:	<u>Existing service or provider</u> City of Winter Park	There is a water main in the vicinity of this property.
Wastewater:	City of Winter Park	There are no wastewater mains in the vicinity of this property
Reclaim Water:	Orange County Utilities	There are no reclaimed water mains in the vicinity of this property

Schools

Orange County Public Schools (OCPS) considers the impact to affected public schools to be "de minimus"; therefore a Capacity Enhancement Agreement (CEA) is not required.

Parks and Recreation

Orange County Parks and Recreation reviewed this request, but did not provide any objections.

Specific Project Expenditure Report and Relationship Disclosure Form

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

Planning and Zoning Commission (PZC) Recommendation – (January 19, 2017)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested R-2 (Residential District) zoning, subject to the following restriction:

1. Development of the subject property shall be limited to single-family detached residential dwelling units and accessory uses only.

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested R-2 (Residential District) zoning, subject to one (1) restriction.

Staff indicated that one hundred forty-five (145) notices were mailed to surrounding property owners within a buffer extending beyond 500 feet from the subject property, with three (3) responses in support and six (6) in opposition of the request received. Finally, the applicant was present and expressed support for the staff recommendation.

Following brief PZC discussion regarding the split of the property and comments received, a motion was made by Commissioner Spears to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the R-2 (Residential District) zoning, subject to the one (1) restriction. Commissioner Demostene seconded the motion, which was then carried on a 7-0 vote.

Motion / Second

Gordon Spears / Tina Demostene

Voting in Favor

Gordon Spears, Tina Demostene, Paul Wean, Jose Cantero, JaJa Wade, Pat DiVecchio, and Jimmy Dunn

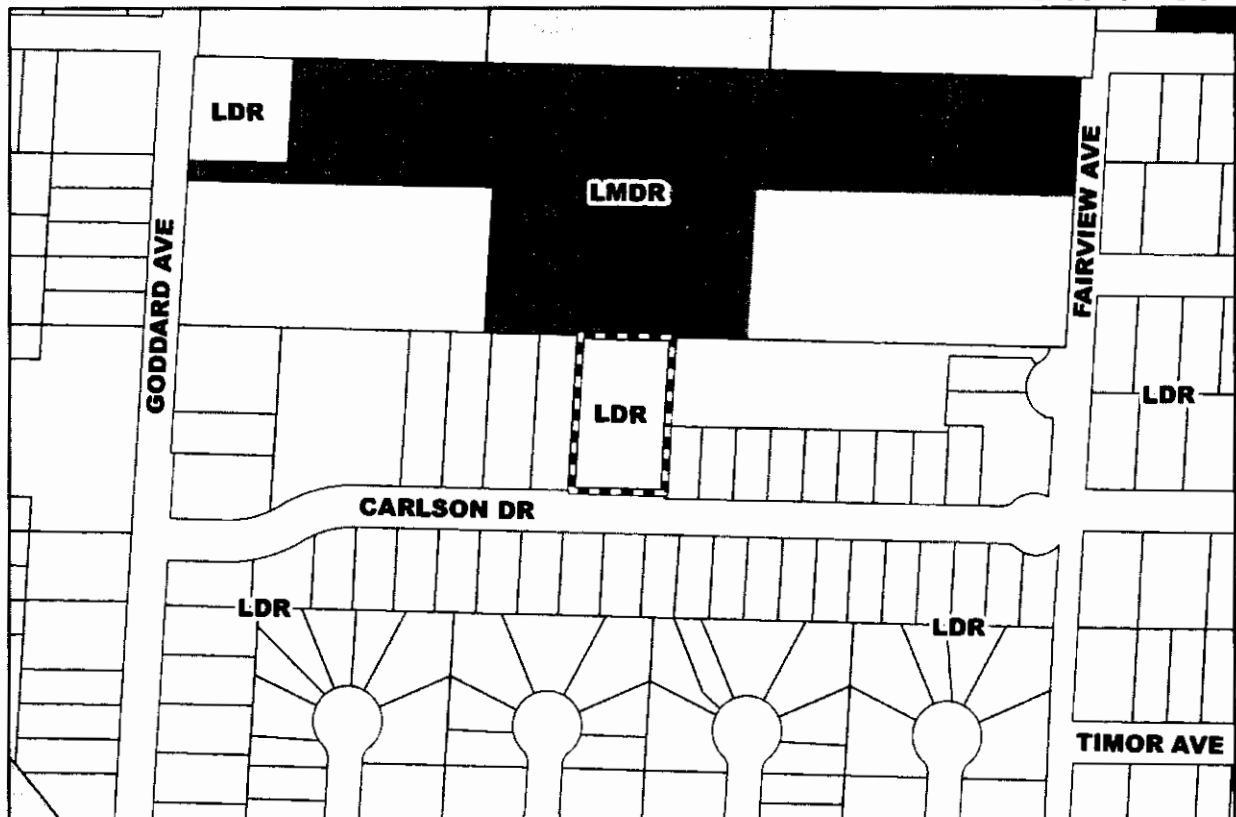
Voting in Opposition

None

Absent

*Yog Melwani
(Note: The District 2 seat on the PZC was vacant)*

RZ-17-01-001



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Low Density Residential (LDR)

APPLICANT: Mark Mosher, DRMDM CORP

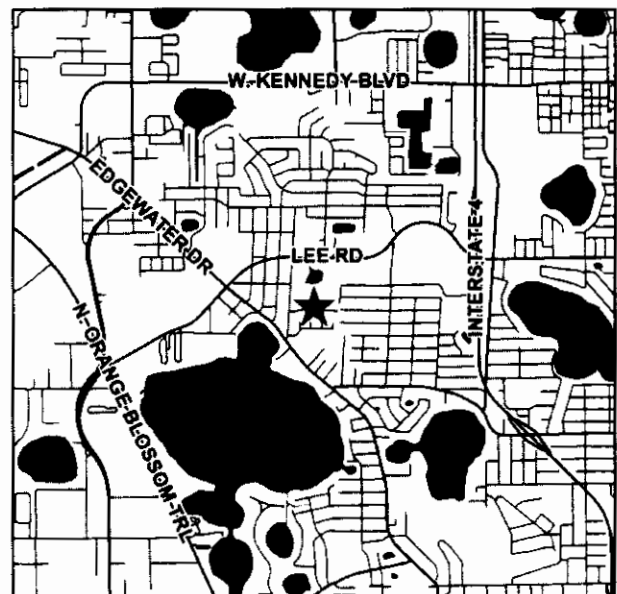
LOCATION: 1403 Carlson Drive; or generally on the
north side of Carlson Drive, approximately
600 feet east of Goddard Avenue

TRACT SIZE: 0.70 gross acre

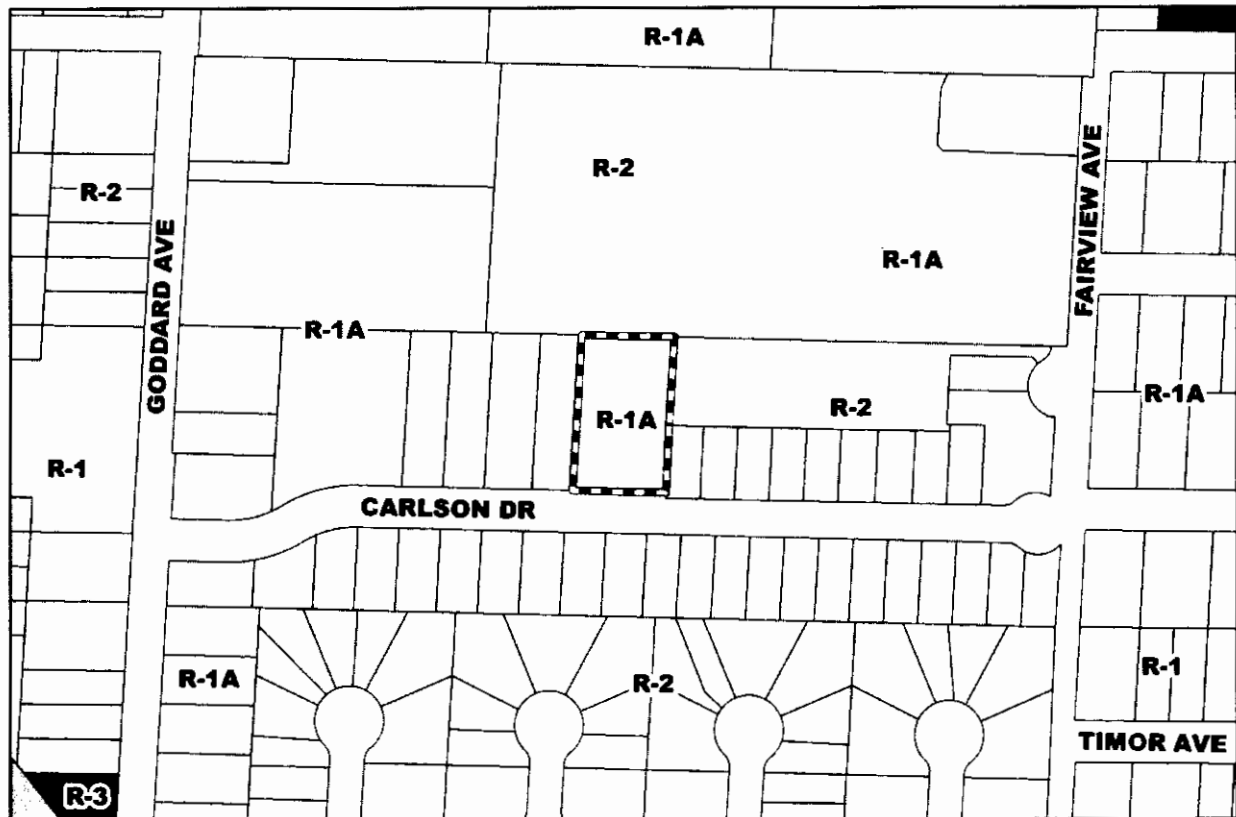
DISTRICT: # 5

S/T/R: 03/22/29

1 inch = 229 feet



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 Subject Property

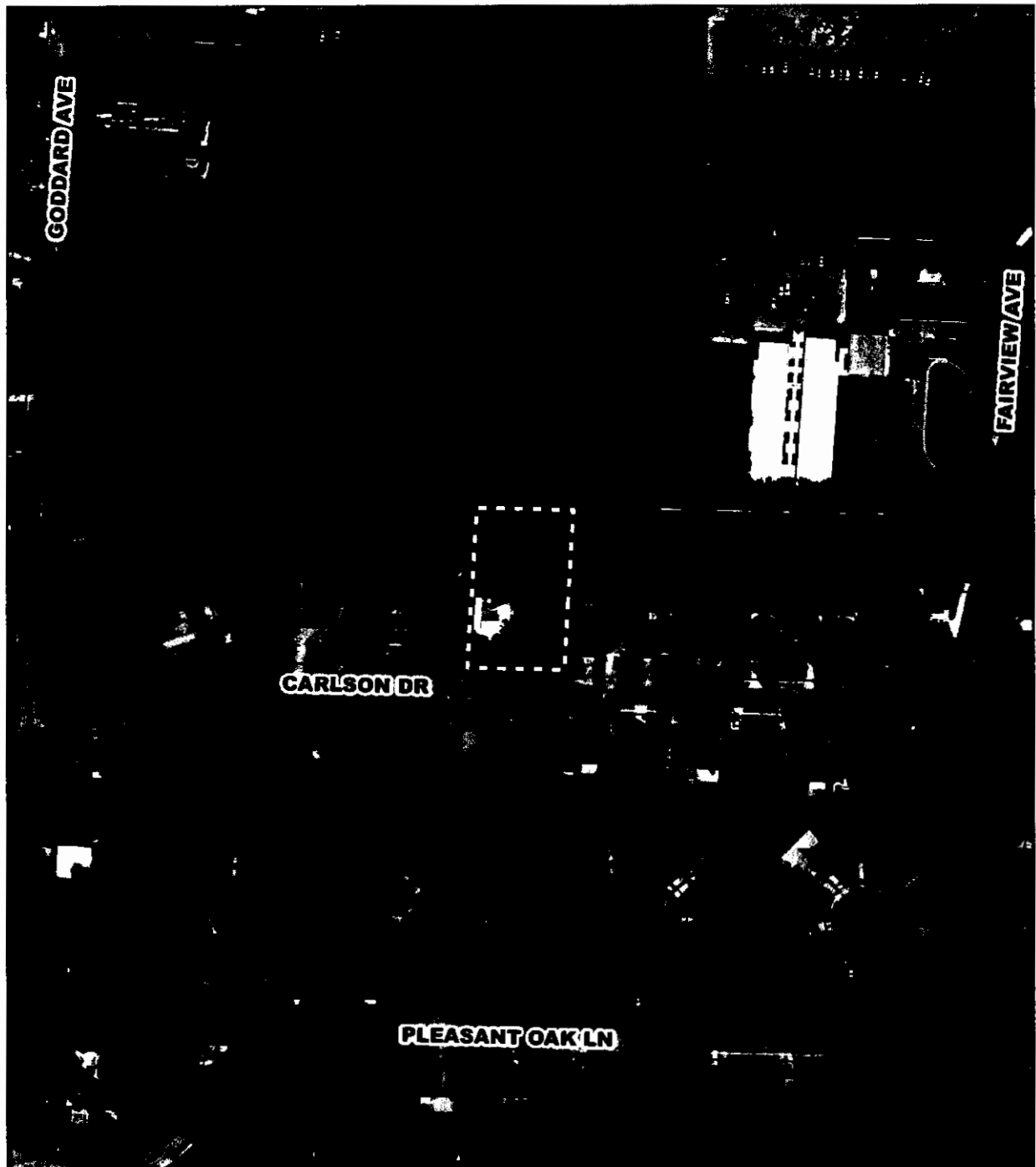


★ Subject Property

Zoning Map	
ZONING:	R-1A (Single-Family Dwelling District) to R-2 (Residential District)
APPLICANT:	Mark Mosher, DRMDM CORP
LOCATION:	1403 Carlson Drive; or generally on the north side of Carlson Drive, approximately 600 feet east of Goddard Avenue
TRACT SIZE:	0.70 gross acre
DISTRICT:	# 5
S/T/R:	03/22/29
1 inch = 229 feet	



RZ-17-01-001

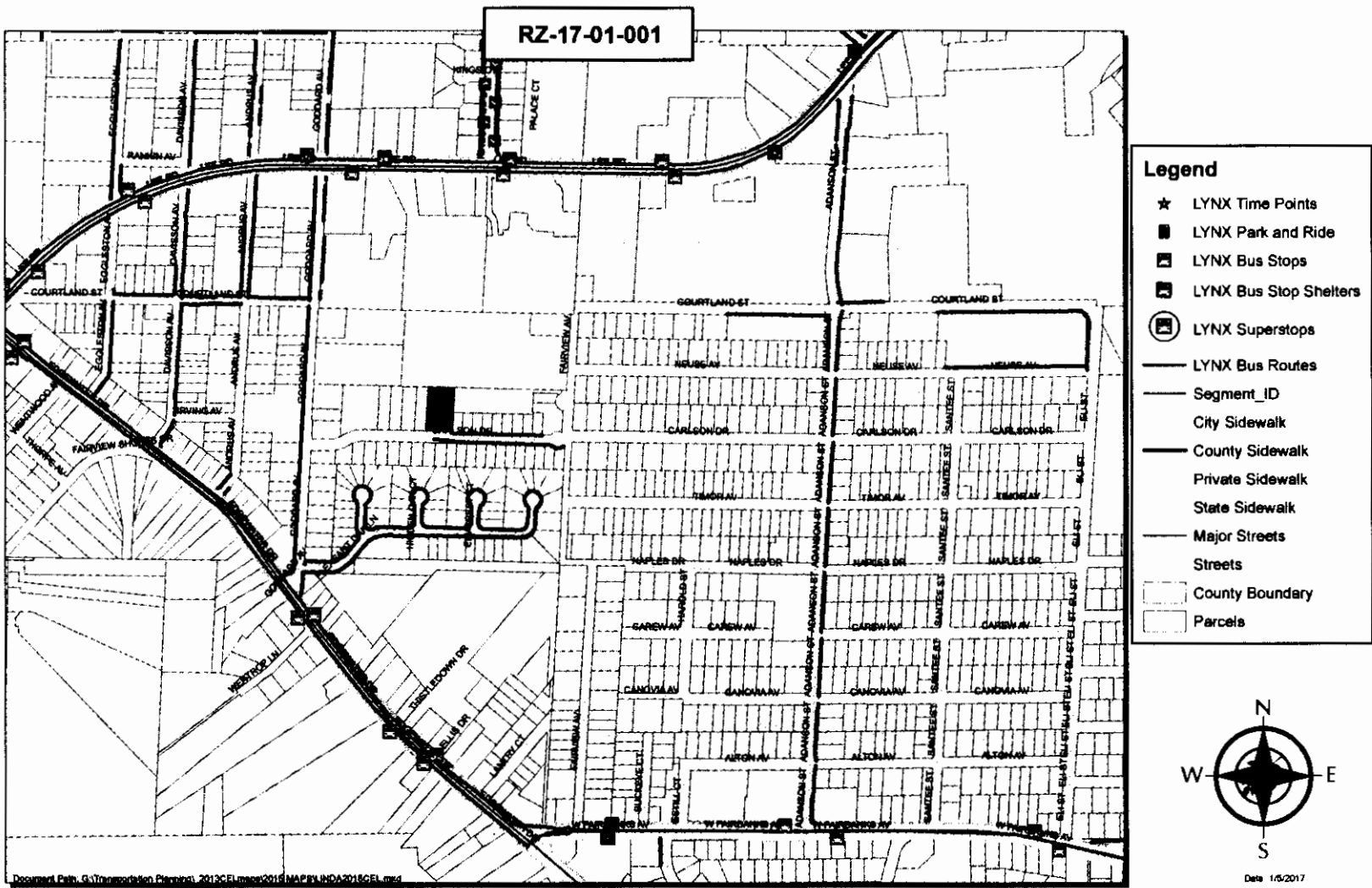


 Subject Property



1 inch = 183 feet

Alternative Mobility Area (AMA) Map





Public Notification Map

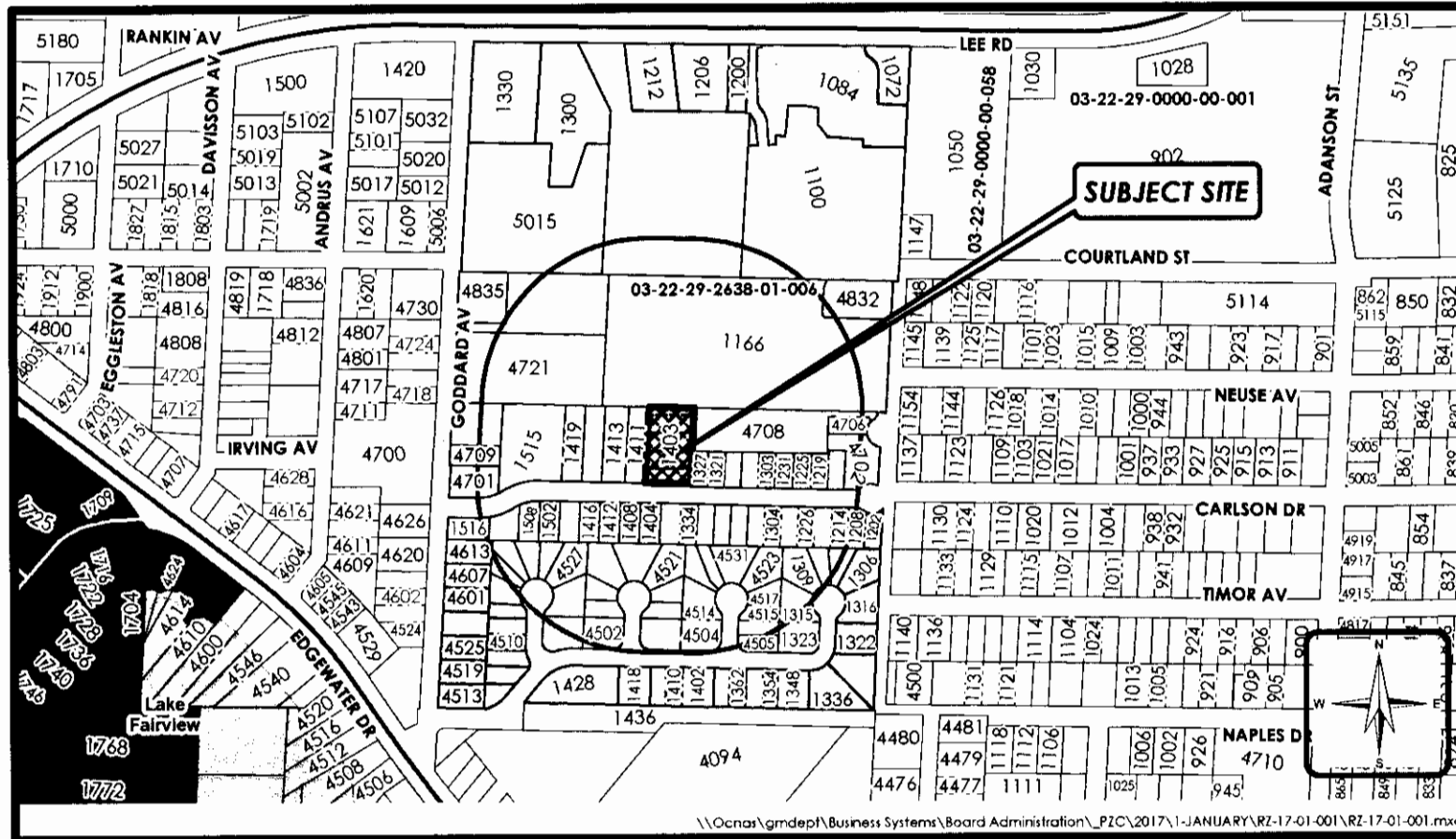
RZ-17-01-001

500 FT BUFFER, 145 NOTICES

PZC Recommendation Book

12

January 19, 2017



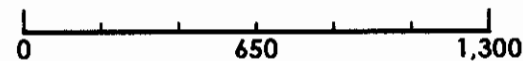
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MAP LEGEND

- | | | | |
|--|------------------|--|-----------|
| | 500 FT BUFFER | | HYDROLOGY |
| | SUBJECT | | PARCELS |
| | NOTIFIED PARCELS | | |
| | COURTESY NOTICES | | |



1 inch = 424 feet
Feet



Notification Map

Case # RZ-17-01-001
Orange County Planning Division
PZC Hearing Date: January 19, 2017

GENERAL INFORMATION

APPLICANT	Daniel S. Munizzi
OWNERS	Daniel S. Munizzi Revocable Trust and Martha Munizzi
HEARING TYPE	Planning and Zoning Commission
REQUEST	R-CE (Country Estate District) to R-1AA (Single-Family Dwelling District)
LOCATION	Generally west of N. Tanner Road, approximately 675 feet south of Stonebriar Way
PARCEL ID NUMBER	12-22-31-0000-00-095
PUBLIC NOTIFICATION	The notification area for this public hearing extended beyond 800 feet [<i>Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet</i>]. Two hundred twelve (212) notices were mailed to those property owners in the mailing area. A community meeting was not required for this application.
TRACT SIZE	4.45 gross acres
PROPOSED USE	Two (2) lots with single-family detached residential dwelling units

STAFF RECOMMENDATION**PLANNING**

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested R-1AA (Single-Family Dwelling District) zoning.

IMPACT ANALYSIS**Land Use Compatibility**

The R-1AA (Single-Family Dwelling District) zoning would allow for development that is compatible with the character of the surrounding area and would not adversely impact adjacent properties.

Comprehensive Plan (CP) Consistency

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Low Density Residential (LDR). The R-1AA (Single-Family Dwelling District) zoning is consistent with the LDR FLUM designation and the following Comprehensive Plan provisions:

FLU1.1.5 states that Orange County shall encourage mixed-use development, infill development and transit-oriented development to promote compact urban form and efficiently use land and infrastructure in the Urban Service Area.

FLU1.4.1 states Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.

GOAL FLU2 states that Orange County will encourage urban strategies such as infill development, coordinated land use and transportation planning, and mixed-use development, which promote efficient use of infrastructure, compact development and an urban experience with a range of choices and living options.

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU8.2.1 states that land use changes shall be required to be compatible with existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

FLU8.2.11 states that compatibility may not necessarily be determined to be a land use that is identical to those uses that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project and its function in the broader community, as well its contribution toward the Goals and Objectives in the CP. The CP shall specifically allow for such a balance of considerations to occur.

SITE DATA

Existing Use	Undeveloped Land
Adjacent Zoning	N: R-CE (Country Estate District) (1975) E: A-2 (Farmland Rural District) (1982) W: R-1 (Single-Family Dwelling District) (1957) S: R-1 (Single-Family Dwelling District) (1957)
Adjacent Land Uses	N: Undeveloped Residential E: Single-Family Residential W: Lake Price S: Single-Family Residential

R-1AA (SINGLE-FAMILY DWELLING DISTRICT) DEVELOPMENT STANDARDS*

Min. Lot Area:	10,000 sq. ft.
Min. Lot Width:	85 ft.
Max. Height:	35 ft.
Min. Floor Area:	1,200 sq. ft.

Building Setbacks (for lots platted prior to 3/3/1997):

Front:	25 ft.
Rear:	30 ft.
Side:	7.5 ft.

* These regulations may not reflect the actual requirements for all situations; see the Orange County Zoning Code for actual regulations for site requirements for this zoning district.

Permitted Uses

Per Section 38-301 of the Orange County Code, the areas included within R-1AA and R-1A single-family dwelling districts are intended to be single-family residential areas with large lots and low population densities. Certain structures and uses required to serve educational, religious, utilities and noncommercial recreational needs of such areas are permitted within the districts as special exceptions.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code.

SPECIAL INFORMATION

Subject Property Analysis

The subject undeveloped parcel contains 4.45 acres and is located on N. Tanner Road; or generally west of N. Tanner Road, approximately 675 feet south of Stonebriar Way.

The surrounding neighborhood is characterized as being residential in nature, with a mixture of both larger rural estate-type lots, and smaller lots within suburban subdivisions. Additionally, East Lake Elementary School is located approximately 700 feet east of the subject property, on the opposite side of N. Tanner Road.

Through this request, the applicant is seeking to rezone the subject parcel from R-CE (Country Estate District) to R-1AA (Single-Family Dwelling District) in order to split it into two (2) lots. Although the existing R-CE zoning provides for minimum ½-acre lots, the minimum 130-foot lot-width requirement would not support the desired lot split. In contrast, the requested R-1AA district would provide for a minimum lot width of 85-feet.

The parent parcel initially contained ~8.8 acres, was zoned R-1 (Single-Family Dwelling District) in 1957, but was later rezoned to R-CE (Country Estate District) on October 16, 1975 in order to allow for on-site equestrian activity. Then in 2004, it was split (Case #LS-14-10-038) into the two (2) adjacent lots that exist today. Pursuant to Orange County Policy, a maximum of three (3) lots may be considered through the lot split process, without being subject to the more formal Preliminary Subdivision Plan (PSP) Application process. Therefore if approved, this rezoning request would allow for a

maximum of one additional lot split, with any further splits subject to PSP review and a Board of County Commissioners (BCC) public hearing.

Comprehensive Plan (CP) Amendment

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Low Density Residential (LDR) Future Land Use Map (FLUM) designation.

State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Airport Noise Zone

The subject property is not located within an Airport Noise Zone.

Environmental

Wetlands and surface waters are located on site. This property was included in Orange County Conservation Area Determination CAD-14-02-008 completed on April 11, 2014. This determination is binding for a period of five years.

No construction, clearing, filling, alteration or grading is allowed within or immediately adjacent to a conservation area without first obtaining EPD approval. Reference Orange County Code Chapter 15, Article X, Section 15-376. Approval of this request does not authorize any direct or indirect impacts to conservation areas or protective buffers.

This property is located on the shore of Lake Price with Normal High Water Elevation (NHWE) established at 52 feet NGVD 29 (e.g. 50.86 NAVD 88) in the Lake Index of Orange County. Clearly label and indicate the NHWE line of the lake on all development plans or permit applications, in addition to any wetland and setback lines.

Approval of this request does not grant permission for the construction or alteration of boat ramps, docks, decks, observation piers, lake shore vegetation, or seawalls on the lake. Any person desiring these types of structures or to perform shoreline alterations shall first apply for a permit from the Orange County EPD prior to commencement of such activities.

This property is located within the geographical limits of the Econlockhatchee River Protection Ordinance. Basin-wide regulations apply. Reference Chapter 15 Article XI Section 15-442. Basin regulations include, but are not limited to, wetland buffers, wildlife habitat preservation and landscaping with native plant species.

The applicant is cautioned about financial decisions based upon development adjacent to wetland or surface water areas. Any plan showing development in a wetland area without Orange County and other jurisdictional governmental agency permits is speculative and may not be approved or may have related encroachment mitigation costs. Design considerations include: wetland buffer or other techniques necessary to prevent adverse secondary wetland impacts, and pollution abatement swales, which together may require 60-feet upland of the wetland line.

Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (USFWS) and/or the Florida Fish & Wildlife Conservation Commission (FWC).

The University of Central Florida East Parcel and Rybolt publicly managed properties are located approximately 0.5 miles from this site. These public lands will require the use of resource management practices that may result in periodic temporary conditions that may limit outdoor activities in neighboring properties, including this development. These practices will include, but not be limited to: ecological burning, pesticide and herbicide usage, exotic plant and animal removal, usage of heavy equipment and machinery.

If a septic system is required or in use, the applicant shall notify the Florida Department of Health (FDOH), Environmental Health Division, about the septic system permit application, modification or abandonment. Also refer to Orange County Code Chapter 37, Article XVII for details on Individual On-Site Sewage Disposal as well as the FDOH.

Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection (FDEP) by the developer.

Transportation / Access

The proposed lot split and single family dwelling units will generate 3 PM peak hour trips and will not result in any significant impacts to the area roadways. An approved Capacity Encumbrance Letter (CEL) will be required prior to obtaining a building permit.

Code Enforcement

There are no active Code Enforcement violations on the subject property.

Water / Wastewater / Reclaim

Water:	<u>Existing service or provider</u> Orange County Utilities	10-inch watermain on N Tanner Road
Wastewater:	Orange County Utilities	12-inch forcemain on N Tanner Road, nearest gravity system approximately 750 feet to the south on Josair Drive
Reclaim Water:	Orange County Utilities	There are no reclaimed water mains in the vicinity of this property

Schools

Orange County Public Schools (OCPS) considers the impact to affected public schools to be "de minimus"; therefore a Capacity Enhancement Agreement (CEA) is not required.

Parks and Recreation

Orange County Parks and Recreation reviewed this request, but did not provide any objections.

Specific Project Expenditure Report and Relationship Disclosure Form

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

Planning and Zoning Commission (PZC) Recommendation – (January 19, 2017)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested R-1AA (Single-Family Dwelling District) zoning.

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested R-1AA (Single-Family Dwelling District) zoning.

Staff indicated that one hundred seventy-eight (178) notices were mailed to surrounding property owners within a buffer extending beyond 500 feet from the subject property, with three (3) responses in support and none in opposition of the request received. Finally, the applicant was present and expressed support for the staff recommendation.

Following brief PZC discussion regarding an existing ingress/egress easement, a motion was made by Commissioner Spears to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the R-1AA (Single-Family Dwelling District) zoning. Commissioner Dunn seconded the motion, which was then carried on a 7-0 vote.

Motion / Second

Gordon Spears / Jimmy Dunn

Voting in Favor

Gordon Spears, Jimmy Dunn, Tina Demostene, Paul Wean, Jose Cantero, JaJa Wade, and Pat DiVecchio

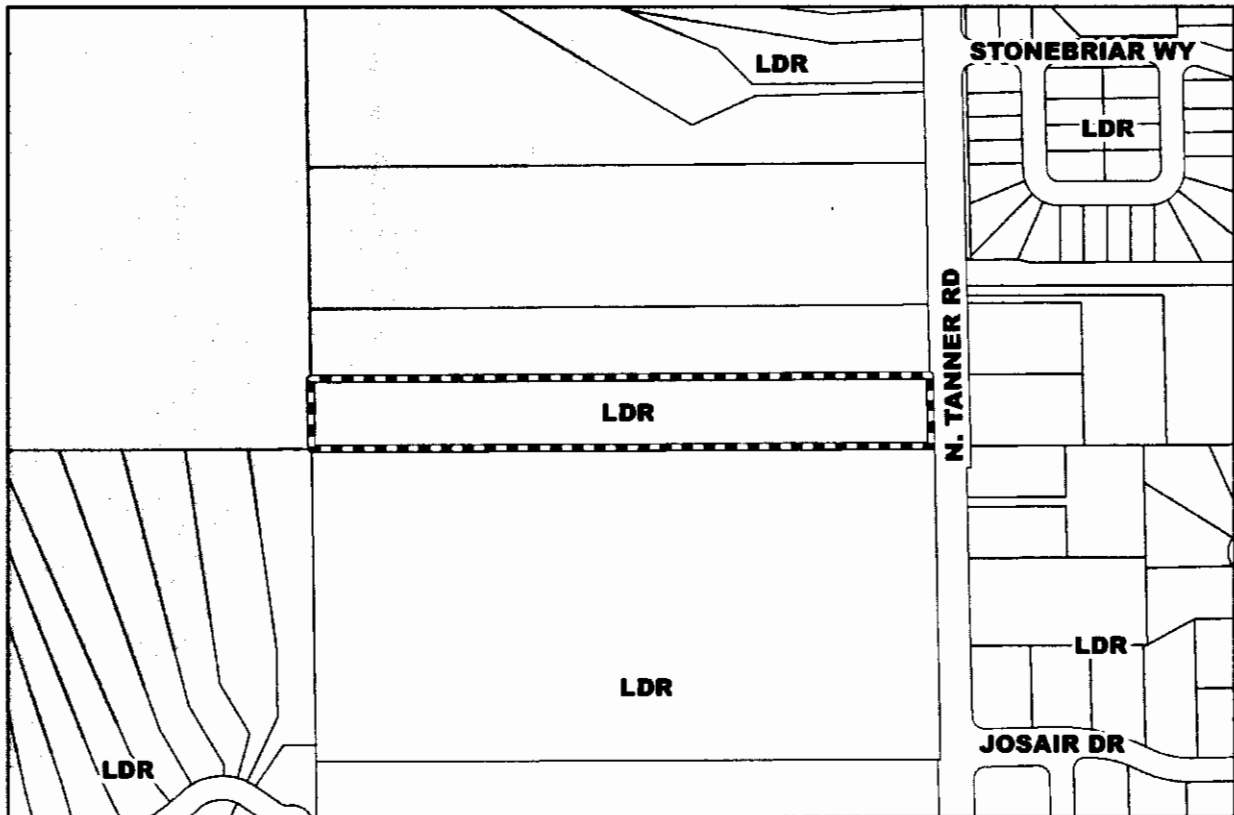
Voting in Opposition

None

Absent

*Yog Melwani
(Note: The District 2 seat on the PZC was vacant)*

RZ-17-01-007



 Subject Property

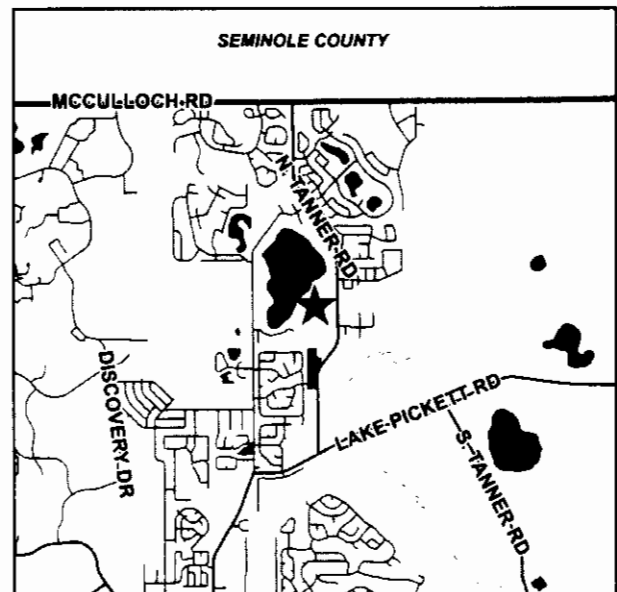


★ Subject Property

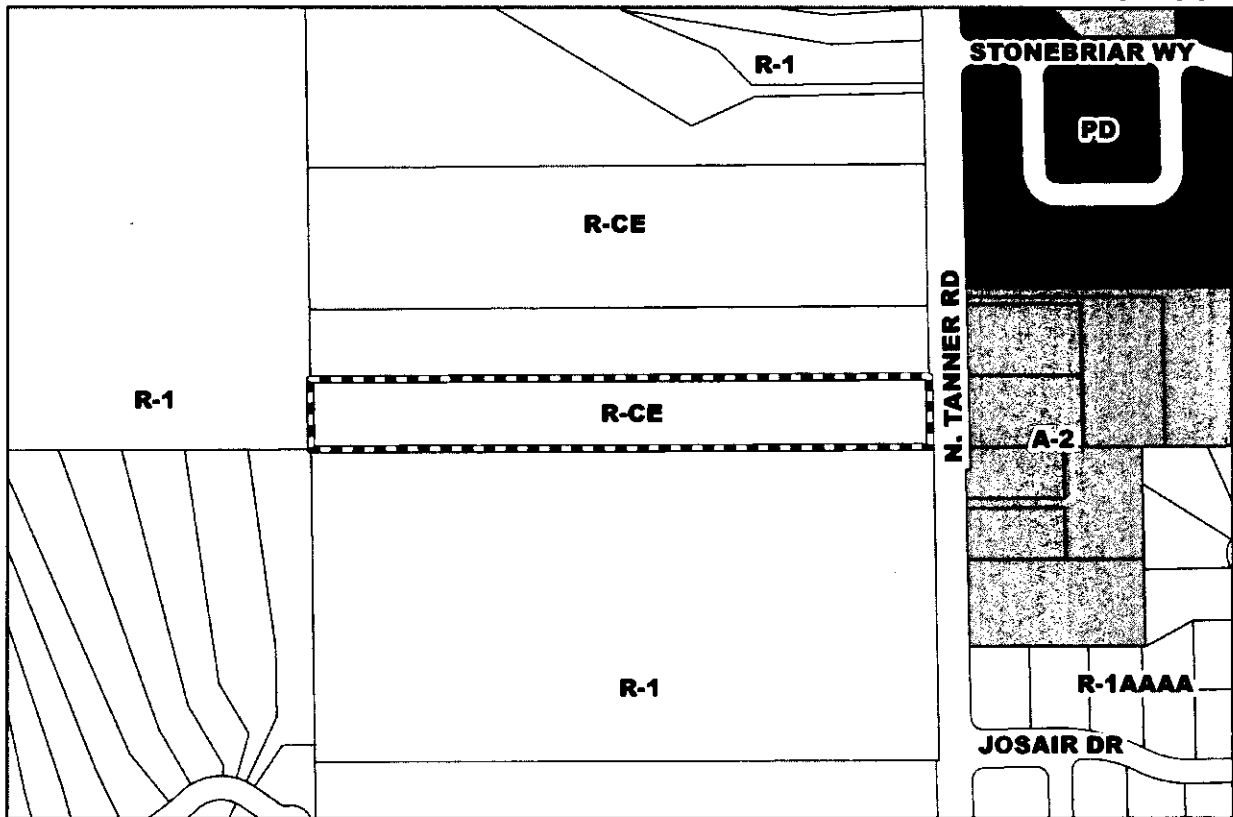
Future Land Use Map

FLUM: Low Density Residential (LDR)
APPLICANT: Daniel S. Munizzi
LOCATION: N. Tanner Road; or generally west of N. Tanner Road, approximately 675 feet south of Stonebriar Way
TRACT SIZE: 4.45 gross acres
DISTRICT: # 5
S/T/R: 12/22/31

1 inch = 333 feet



RZ-17-01-007



Subject Property



★ Subject Property

Zoning Map

ZONING: R-CE (Country Estate District) to
 R-1AA (Single-Family Dwelling District)

APPLICANT: Daniel S. Munizzi

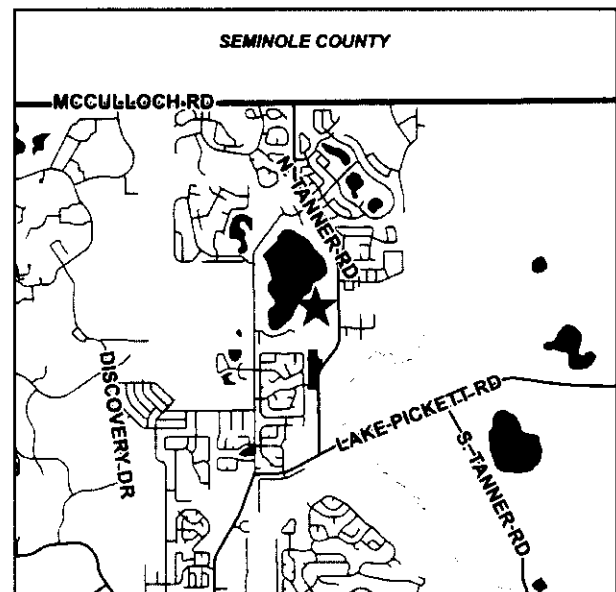
LOCATION: N. Tanner Road; or generally west of N.
 Tanner Road, approximately 675 feet
 south of Stonebriar Way

TRACT SIZE: 4.45 gross acres

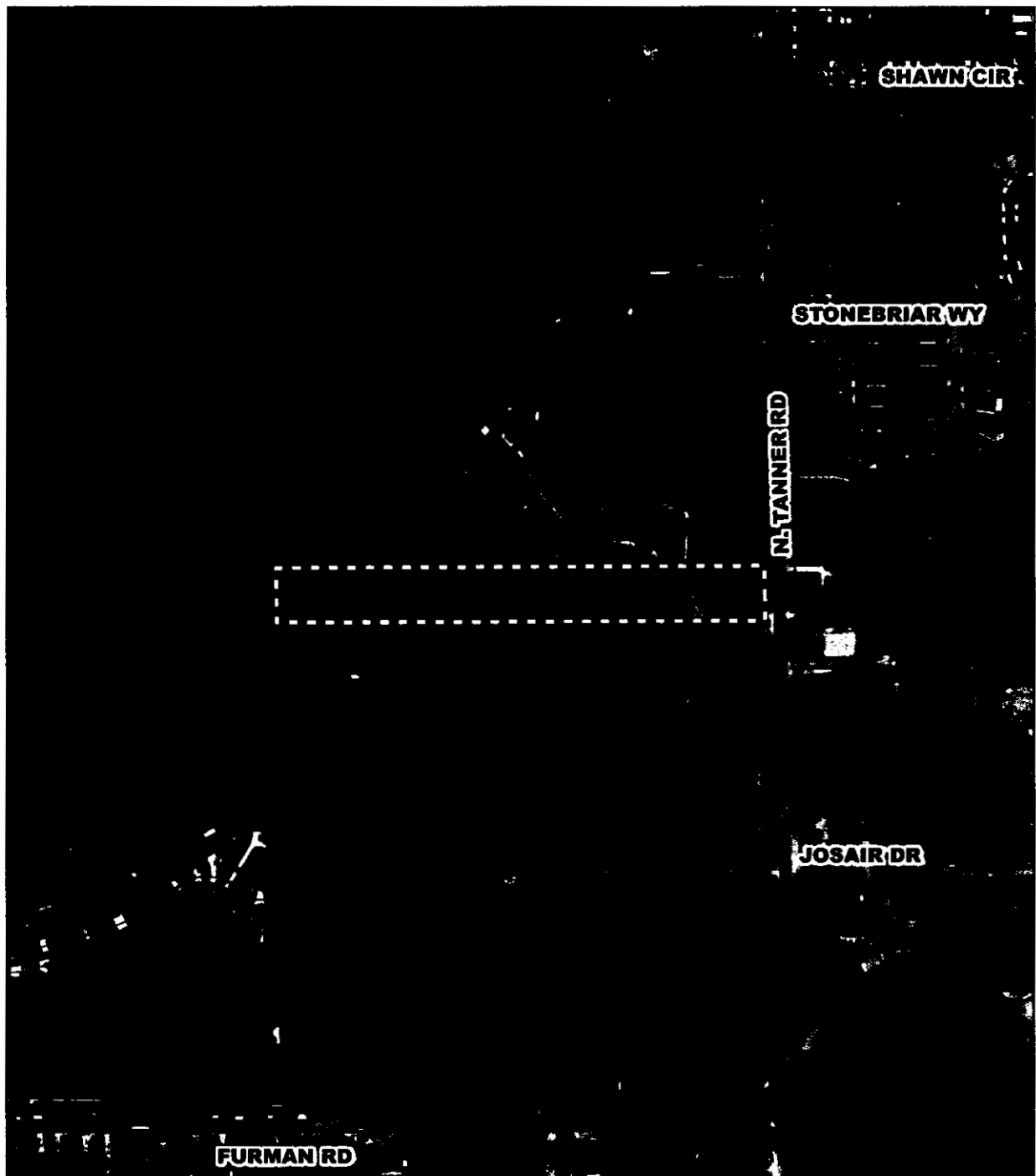
DISTRICT: # 5

S/T/R: 12/22/31

1 inch = 333 feet



RZ-17-01-007



 Subject Property



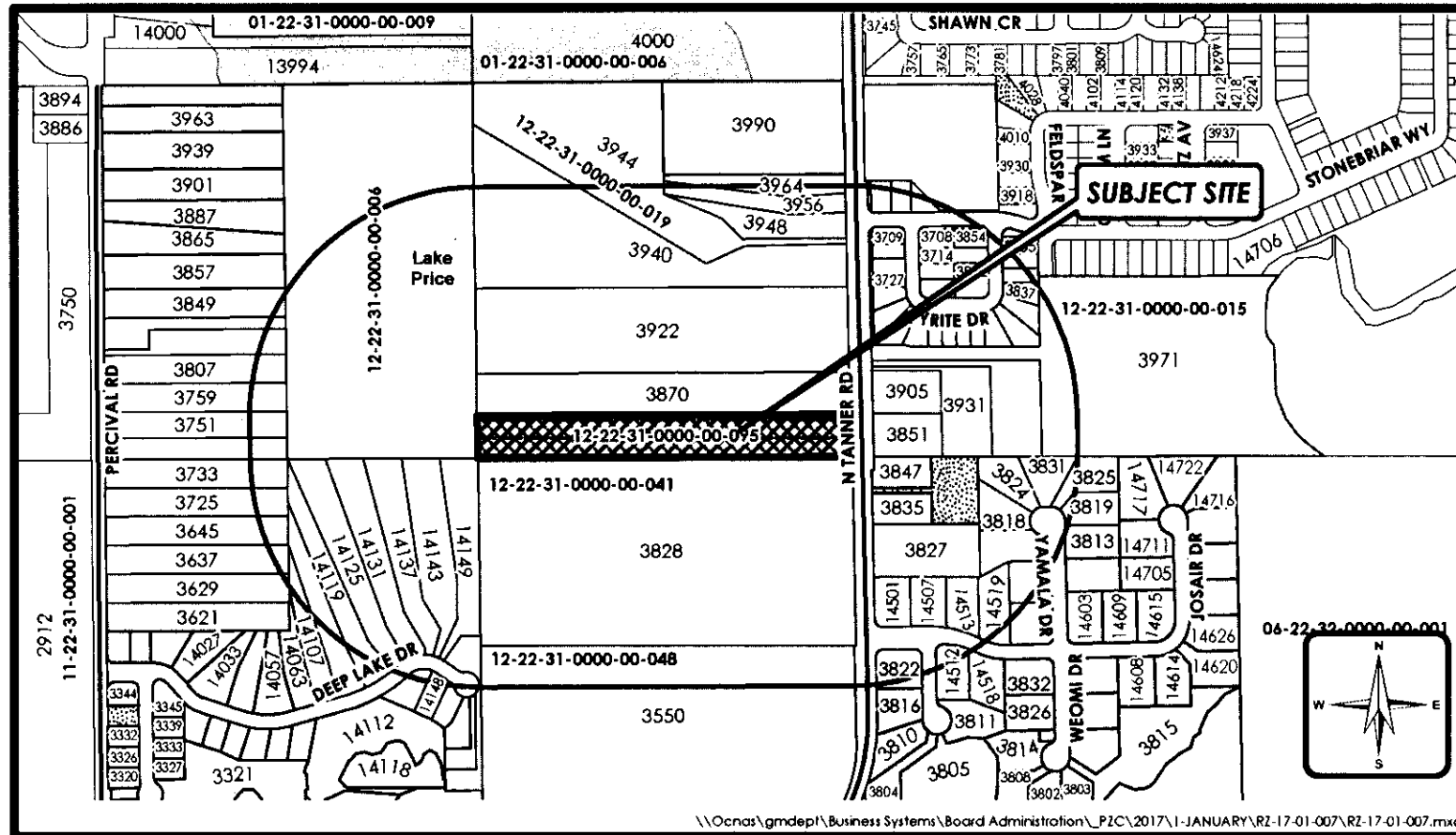
1 inch = 354 feet



Public Notification Map

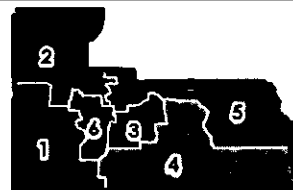
RZ-17-01-007

800 FT BUFFER, 178 NOTICES



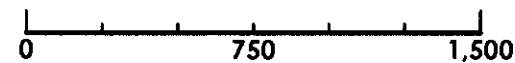
MAP LEGEND

- | | |
|------------------|-----------|
| SUBJECT | HYDROLOGY |
| 800 FT BUFFER | PARCELS |
| NOTIFIED PARCELS | |
| COURTESY NOTICES | |



1 inch = 500 feet

Feet



Notification Map

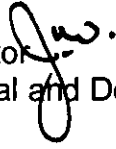
Case # LUP-16-09-331
Orange County Planning Division
PZC Hearing Date: January 19, 2017



Interoffice Memorandum

January 4, 2017

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

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

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

SUBJECT: February 7, 2017 – Public Hearing
Mattamy Orlando, LLC, Conservation Area Impact Permit
Application No. CAI-15-10-035

The applicant, Mattamy Orlando, LLC is requesting a Conservation Area Impact Permit to allow direct impact of 3.05 acres and secondary impact of 2.47 acres of Class I wetlands in order to construct portions of a mixed use development including single-family homes, multi-family homes, stormwater ponds, community boardwalk, and roads (including an access road through wetlands to an isolated upland island).

The project site is located on the south side of Reams Road in unincorporated Orange County, Florida, in Sections 34 and 35, Township 23 South, Range 27 East; and Section 02, Township 24, South, Range 27 East. The properties are within the Horizon West, Lakeside Village development. The Parcel IDs for the project are 34-23-27-0000-00-035, 35-23-27-0000-00-013, 35-23-27-0000-00-015, and 02-24-27-0000-00-005. The subject property is located in Orange County Commission District 1.

The property includes 30.9 acres of uplands and a 69.37 acre portion of a larger Class I wetland that extends offsite and contiguous to Lake Reams. The onsite portion of the wetland is a diverse mixture of forested and cypress wetlands and deep water marsh.

Notification of the public hearing was sent certified mail to the applicant and agent on January 5, 2017. Notification of adjacent property owners is not required.

The original site plan proposed 4.62 acres of Class I wetland impacts. These impacts were for a 300 foot fill road to an upland island; single family lots and a pond on the island; home lots and pond on the eastern smaller upland; and townhomes, pond and roads on the larger western upland. Upland buffers were provided for less than 5% of the perimeter of the wetland leaving minimal uplands for water quality or wildlife refuge and creating a secondary impact of 2.26 additional wetland acres. Included in the direct impacts were 20 lots that had some portion encroaching directly into the Class I wetlands of which 11 lots were more than 50% in wetlands. Of those lots encroaching greater than 50%, four of them were for single family lots, the remainder were townhomes.

Staff offered support for Class I wetland impacts associated with the proposed development of the two upland areas contiguous with Reams Road, but requested that the isolated upland island be eliminated from the development plan. This request was supported by statements and commitments in the Reams Road Small Area Study conducted as part of the Future Land Use Amendment process. That study supported the change of the land uses along Reams Road from Greenbelt to higher densities but recommended that upland islands isolated by wetlands retain their Greenbelt designation. The value of an imbedded upland to the wetland system and wildlife is significant enough for staff to support Class I impacts in achieving a more condensed development on the remaining upland areas. The imbedded upland is particularly valuable in this development plan since there will be no significant areas of upland buffer remaining post development.

This approach was rejected by the development team stating that the island was integral to the project. Staff suggested at minimum the road to the island should be bridged and all wetland impacts associated with the island should be eliminated.

Multiple subsequent meetings resulted in two revisions that reduced direct Class I wetland impacts by 33% from 4.62 acres to 3.05 acres. Secondary wetland impact increased slightly due to the continued lack of buffers to 2.47 acres. The reduction of 1.57 acres of direct impact includes approximately 1.16 acres from reducing ponds that were oversized to provide fill for the project; 0.35 acre reduction in home lots in the wetlands; and 0.07 acre of reduction in the width of the fill road resulting from use of retaining walls with culverts. Staff will coordinate with Public Works at the time of construction plans for this development to assure that either a 'con-span' type prefabricated bridge section or box culverts are utilized for the fill road to the island to provide adequate hydrologic flow, wildlife movement and ease in maintenance as a future County road right-of-way.

Orange County code states that the removal, alteration or encroachment within a Class I conservation area shall only be allowed in cases where no other feasible or practical alternatives exist that will permit a reasonable use of the land or where there is an overriding public benefit. Based on the documentation and justifications provided by the applicant, the applicant has demonstrated that the proposed site plan allows for

Page Three

February 7, 2017 – Public Hearing

Mattamy Orlando, LLC, Conservation Area Impact Permit Application No. CAI-15-10-035

reasonable use of the land and that there are no other feasible or practical alternatives available to further minimize the impacts to Class I wetlands.

As mitigation for the impacts, the applicant proposes to preserve and maintain the remaining 64.86 acres of wetlands through dedication of development rights to Orange County in a Conservation Easement and will purchase 0.25 mitigation credits from the Florida Mitigation Bank. The mitigation, as proposed, offsets the impacts and provides for the protection, preservation and continuing viability of Class I conservation areas.

There has been no enforcement action taken by the Environmental Protection Division (EPD) on the subject property.

Staff Recommendation

Approval of the Conservation Area Impact permit subject to the following conditions:

Specific Conditions

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day period following the date of rendition of the Board of County Commissioners' decision approving the permit, unless a petition for writ of certiorari or other legal challenge has been filed within this timeframe. Any timely filed petition or other challenge shall stay the effective date of this permit until the petition or other challenge is resolved in favor of the Board's decision.
2. The wetland impacts must be completed in accordance with 'Sheet C6.00' of PSP-15-10-300 plans prepared by Poulos & Bennett, dated as received by EPD on December 6, 2016. Construction shall be completed within five years from issuance of this permit unless extended in writing. Requests for permit extension must be submitted to the Environmental Protection Division (EPD) prior to the expiration date.
3. Prior to initiating any construction within the wetlands to be impacted, EPD shall receive a Certificate of Credit purchase from Florida Mitigation Bank stating that the transaction regarding the transfer of 0.25 mitigation credits has been completed.
4. In the event that the permittee does not successfully complete the transaction to obtain the requisite 0.25 credits from the Florida Mitigation Bank, the permittee shall obtain a permit modification from the Environmental Protection Officer (EPO) to provide alternative mitigation for the wetland impacts prior to the commencement of any construction activities.

5. The wetlands to be preserved must total at least 64.86 acres in size as depicted on 'Sheet C6.00' of PSP-15-10-300 plans prepared by Poulos & Bennett, dated as received by EPD on December 6, 2016.
6. Prior to initiating any construction within the wetlands to be impacted by this permit, a Conservation Easement for the Wetland Tracts W1-W3 which includes the secondary impact areas and Upland Buffer Tracts B1-B7 per 'Sheet C6.00' of PSP-15-10-300 plans prepared by Poulos & Bennett, dated as received by EPD on December 6, 2016, shall be recorded in the public records of Orange County. The conservation easement must also be noted on the corresponding plat. The conservation easement shall be dedicated to Orange County and shall include restrictions on the real property pursuant to the requirements set forth below:
 - a. The conservation easement shall include restrictions on the real property pursuant to Section 704.06, Florida Statutes. The conservation easement cannot be recorded unless and until the conservation easement is accepted and approved by the Orange County Board of County Commissioners.
 - b. Within thirty (30) days of issuance of this permit, the permit holder shall provide to EPD for review and written approval a copy of the surveyor's sketch and legal description of the area to be encumbered by the conservation easement pursuant to the County-approved mitigation plan. The Orange County Surveyor must approve the sketch of description and legal description. The permit holder shall ensure that the conservation easement identifies and is executed by the correct grantor who must hold sufficient record title to the land encumbered by the conservation easement. Accordingly, when the permit holder submits the surveyor's sketch and legal description, the permit holder shall contemporaneously submit current evidence of title of the proposed easement area to EPD. The evidence of title is subject to review and approval by the Orange County Real Estate Management Division.
 - c. The conservation easement shall be in a form approved by the Orange County Attorney's Office and the Orange County Real Estate Management Division and provided to the permittee. Pursuant to Section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which this permit specifically authorize. The conservation easement shall contain

the provisions set forth in Florida Statutes section 704.06(1)(a) through (h). The conservation easement shall contain provisions that grant the County the right to access and inspect the conservation easement area, and to enforce the terms and conditions of the conservation easement. Unless specifically prohibited by law, the conservation easement shall include a provision whereby the permit holder shall warrant title and agree to defend the same. The Grantor shall not amend the conservation easement without approval by the Orange County Board of County Commissioners.

- d. The installation of the proposed boardwalk identified on Sheet C6.00 of PSP-15-10-300 plans prepared by Poulos & Bennett, dated as received by EPD on December 6, 2016, is allowed to be identified in the conservation easement language as a retained right.
- e. If the grantor of the conservation easement is a partnership, the partnership shall provide to EPD a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land.
- f. If there exist any mortgages on the land, the permit holder shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement which shall be subject to review and approval of the County Attorney's Office and the Real Estate Management Division. The consent and joinder of mortgagee shall be recorded simultaneously with the conservation easement in the public records of Orange County at the permit holder's sole expense.
- g. Upon approval of the final executed documents by Orange County, the conservation easement shall be scheduled to be heard by the Orange County Board of County Commissioners. Upon approval by the Board of County Commissioners, the easement and its attachments shall be recorded in the public records of Orange County, at the permit holder's sole expense.
- h. Prior to lot or parcel sales, all changes in direction of the easement area boundaries must be permanently marked by monument above ground on the project site. The location, form, and material of the monuments shall be subject to the review and approval of EPD.

- i. At least forty-five days prior to (1) dredging, filling, or clearing of any wetland or surface water for which mitigation is required; (2) clearing any upland within the River Corridor Protection Area or as required per Chapter 15, Article XI, Section 15-442(f); (3) the sale of any lot or parcel; (4) the recording of the subdivision plat; or (5) use of the infrastructure for its intended use, whichever first occurs, the permit holder shall submit to EPD a copy of the preliminary plat depicting the area to be encumbered by the conservation easement.

If during the review of the submitted evidence of title, the Orange County Real Estate Management Division finds any encumbrances or irregularities that will render the proposed mitigation as not adequately offsetting the impact(s), the applicant shall submit a revised mitigation plan for staff review and approval. The approval may also require Orange County Board of County Commissioner's approval.

7. The final construction design for the road crossing to the upland island has not been completed. The area of the wetland crossing to the upland island shall include box culverts or 'con-span' type pre-fabricated bridge spans sufficient to accommodate wildlife movement; hydrologic flow; and ease of maintenance to the satisfaction of Orange County EPD and Public Works. Upon construction plan development EPD will coordinate with Public Works in review and approval of the design.
8. Conservation areas shall be clearly marked with signage that identifies the wetland and upland buffer. These signs shall be installed every fifty (50) feet on any open space and on every other individual lot line. The signage shall conform to the detail shown 'Sheet C5.00' of PSP-15-10-300 plans prepared by Poulos & Bennett, dated as received by EPD on December 6, 2016. The signs shall be located as shown on 'Sheet C4.00-C4.02' of PSP-15-10-300 plans prepared by Poulos & Bennett, dated as received by EPD on December 6, 2016. The signs shall be installed prior the Certificate of Completion.
9. Properties shall have an environmental berm and swale installed prior to the Certificate of Completion for any of the subject lots. The environmental berm and swale shall conform with Sheets 'C4.00-4.02' and Sheet 'C5.00' of PSP-15-10-300 plans prepared by Poulos & Bennett, dated as received by EPD on December 6, 2016. The berm and swale shall be maintained throughout construction.
10. Maintenance of the onsite wetlands is a requirement of mitigation plan and shall be implemented in accordance with the 'Monitoring and Maintenance Plan' submitted by Bio-Tech Consulting and dated as received by EPD on January 26,

2016. The baseline report is due within 60 days of issuance of this permit and annual reports are required for a minimum of five subsequent years.

11. The applicant shall provide written notification to property owners that no alteration or encroachment of the recorded/platted conservation areas shall occur unless approved by Orange County. These restrictions shall be recorded as covenants and restrictions on the subdivision plat and shall be part of the documents provided to purchasers of lots within the subdivision. A copy of the notification that is to be provided to purchasers shall be submitted to EPD at the time of platting.
12. Successful establishment of the wetland mitigation will have occurred when the mitigation area comprises less than 10 percent nuisance vegetation and less than 5 percent exotic vegetation, as listed in the Florida Exotic Pest Plant Council's 2015 List of Invasive Species Category I and II; and this percentage has been met at the end of a five year monitoring period to EPD's satisfaction. If the area does not meet the required criteria, additional maintenance and monitoring will be necessary or alternative mitigation will be necessary.
13. A baseline monitoring report that clearly shows site conditions prior to construction activities must be submitted to EPD prior to initiation of any mitigation activities. This report needs to include, at a minimum the following information (site location, field sampling design, sampling methodology, GPS location of fixed transects, photographic documentation, fish and wildlife observations, hydrology, results and discussion).
14. Each annual monitoring report must contain the following information: (site location, GPS location of fixed transects – a minimum of 5 transects) field sampling design, sampling methodology, photographic documentation, fish and wildlife observations, hydrology, results and discussion of how the property is or is not meeting success criteria). If at the end of the 5 year monitoring period, the mitigation area is not meeting the monitoring success criteria, the Permittee is required to provide a restoration plan or modified mitigation plan, and may be required to continue monitoring until success has been demonstrated.
15. One community board walk of less than 500 square feet is allowed for this development as depicted on Sheet C6.00 of PSP-15-10-300 plans prepared by Poulos & Bennett, dated as received by EPD on December 6, 2016. No additional permitting or mitigation will be necessary for impacts by the structure with the assurance that the structure will be built to the following standards:

- a. Elevated at minimum 5 feet above ground;
- b. No wider than 6 feet;
- c. Meander around all trees greater than 4" diameter at breast height;
- d. All sides protected by railings;
- e. Start in the uplands;
- f. No lighting;
- g. Provide an information sign regarding the surrounding conservation lands.
- h. No filling is allowed in the wetlands other than the pilings for the boardwalk.

Prior to start of construction for the boardwalk, a plan must be submitted to EPD for review against the above criteria and an as-built survey is required within thirty (30) days of completion.

16. Prior to any filling within the 100-year flood zone a Flood Plain Permit may be required from the Orange County Stormwater Management authorizing the fill.
17. The permittee shall notify EPD, in writing, within thirty (30) days of any sale, conveyance, or other transfer of ownership or control of the real property subject to this permit. The permittee shall remain liable for all permit conditions and corrective actions that may be required as a result of any permit violations which occur prior to the transfer of the permit by Orange County to a subsequent owner. If applicable, no permit shall be transferred unless and until adequate financial assurance has been provided and approved by Orange County.
18. For projects which disturb one acre or more of land, or which are less than one acre but are part of a larger common plan of development of sale that is greater than one acre, coverage under a National Pollutant Discharge Elimination System (NPDES) Construction Generic Permit (CGP) is required. Prior to the start of land disturbing activities, which includes demolition, earthwork and/or construction, the operator shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and submit to the Florida Department of Environmental Protection (FDEP) a Notice of Intent (NOI) to obtain coverage under the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP) pursuant to the requirements of 62-621.300(4)(a) F.A.C. As the Operator of the MS4, copy of the NOI shall also be submitted to the Orange County NPDES Environmental Program Supervisor prior to the start of activities. Copies of the SWPPP, NOI, and FDEP Acknowledgement Letter are to be kept on the project site and made available upon request. Upon completion of all land disturbing activities and after final stabilization of the site is complete, the developer/contract shall submit to

FDEP a Notice of Termination (NOT) to end their coverage under the CGP and provide a copy of the NOT to the Operator(s) of the MS4. A copy of the CGP, NOI and additional information can be found on the FDEP website: <http://dep.state.fl.us/water/stormwater/npdes/construction3.htm>.

19. All excess lumber, scrap wood, trash, garbage, etc., shall be removed from the preservation areas and/or surface water(s) immediately.

General Conditions:

20. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the EPO. Notice of the revocation shall be provided to the permit holder promptly thereafter.
21. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
22. Construction plans shall be submitted to EPD prior to initiating any construction activities for review and approval. The construction plans shall include, but are not limited to, a site plan clearly depicting the location and acreage of the impacts and preservation.
23. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
24. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written

consent or to remove the offending structure or encroachment within sixty (60) days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.

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

31. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
32. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
33. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
34. Turbidity and sediment shall be controlled to prevent off-site, unpermitted impacts and violations of water quality standards pursuant to Rules 62-302.500, 62-302.530, and 62-4.242 Florida Administrative Cod (FAC). Best Management Practices (BMPs), as specified in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (2013, or most current version), shall be installed and maintained at all locations where there is the possibility of transferring sediment, turbidity, or other pollutants, into wetlands and/or surface waters due to the permitted activities. BMPs are performance based, if selected BMPs are ineffective or if site-specific conditions require additional measures, then the permittee shall implement additional or alternative measures as necessary to prevent adverse impacts to wetlands and/or surface waters. Turbidity discharging from a site must not exceed 29 NTU over background for Class III waters and their tributaries or 0 NTU over background for those surface waters and tributaries designated as Outstanding Florida Waters (OFW). A copy of the Designer and Reviewer Manual can be found at the following website: <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>.
35. Pursuant to Section 125.022, Florida Statutes, issuance of this permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain the requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
36. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before initiation of the project.

ACTION REQUESTED: Approval of Conservation Area Impact Permit (CAI-15-10-035) for Mattamy Orlando, LLC, subject to the conditions of approval listed in the staff report. District 1

JW/LC: mg
Attachments

Conservation Area Impact Permit Application



Conservation Area Impact Permit Application

District #1

Applicant: Mattamy Orlando, LLC

Parcel IDs: 34-23-27-0000-00-035

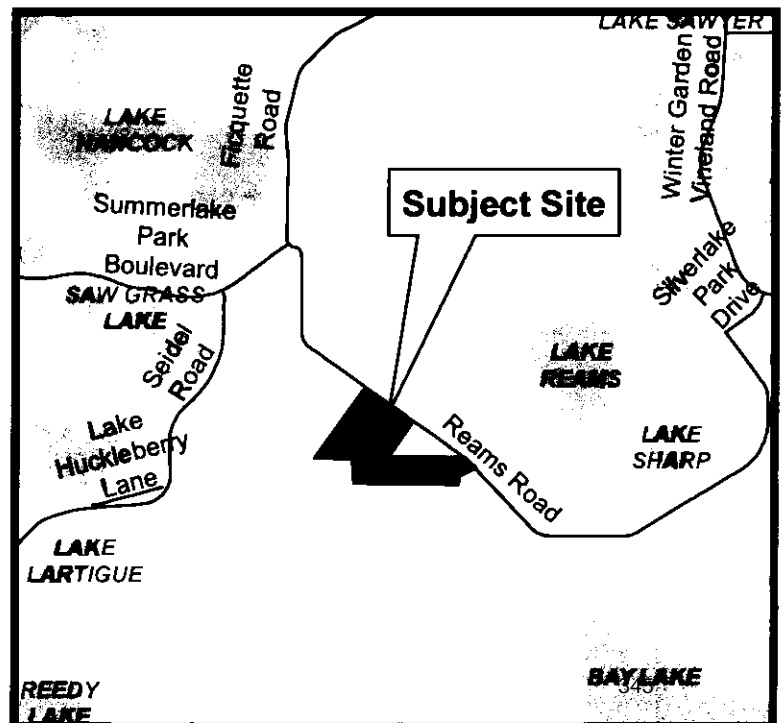
35-23-27-0000-00-013

35-23-27-0000-00-015

02-23-27-0000-00-005

Project Site

Property Location





Interoffice Memorandum

January 26, 2017

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

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: February 7, 2017 – Public Hearing
Marc D. Stehli, Poulos and Bennett, LLC
Reams Road Property Planned Development (PD)
Case # CDR-16-09-329 / District 1

The Reams Road Property PD is located within the Lakeside Village Specific Area Plan (SAP) boundary of Horizon West in southwest Orange County, and was originally approved on March 15, 2016. The existing PD development program consists of 161 single-family residential dwelling units, including 47 single-family detached homes and 114 townhomes.

Through this PD substantial change, the applicant is seeking to reduce wetland impacts by 0.98 acres; increase public open space area by 1.31 acres; decrease stormwater area by 2.33 acres; and increase net developable land area by 0.03 acres. No changes to the approved development program, Adequate Public Facilities (APF) Agreement, or Transferable Development Rights (TDR) Agreement are proposed or required.

On November 2, 2016, the Development Review Committee (DRC) recommended approval of the request, subject to conditions. A community meeting was not required for this request.

Finally, the required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Reams Road Property Planned Development / Land Use Plan (PD/LUP) dated “Received November 21, 2016”, subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

Attachments

CASE # CDR-16-09-329

Commission District: # 1

GENERAL INFORMATION

APPLICANT	Marc D. Stehli, Poulos and Bennett, LLC
OWNER	Mattamy Orlando, LLC
PROJECT NAME	Reams Road Property Planned Development / Land Use Plan (PD/LUP)
PARCEL ID NUMBERS	34-23-27-0000-00-035; 35-23-27-0000-00-013; 35-23-27-0000-00-015; and 02-24-27-0000-00-005
TRACT SIZE	100.2 gross acres
LOCATION	Southwest of Reams Road, approximately 2,100 feet northwest of Center Drive
REQUEST	A PD substantial change to reduce wetland impacts by 0.98 acres; increase public open space area by 1.31 acres; decrease stormwater area by 2.33 acres; and increase net developable land area by 0.03 acres.
PUBLIC NOTIFICATION	A notification area extending beyond one thousand (1,000) feet was used for this application [<i>Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet</i>]. Five hundred eighty-two (582) notices were mailed to those property owners in the notification buffer area. A community meeting was not required for this request.

IMPACT ANALYSIS

Special Information

The 100.2-acre Reams Road Property Planned Development was originally approved on March 15, 2016, and is currently entitled for 161 single-family residential dwelling units, including 47 single-family detached homes and 114 townhomes.

Through this PD substantial change, the applicant is seeking to reduce wetland impacts by 0.98 acres; increase public open space area by 1.31 acres; decrease stormwater area by 2.33 acres; and increase net developable land area by 0.03 acres. No changes to the approved development program, Adequate Public Facilities (APF) Agreement, or Transferable Development Rights (TDR) Agreement are proposed or required.

Land Use Compatibility

The proposed PD substantial change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The subject property is designated Village (V) on the Future Land Use Map (FLUM), indicating that it falls within the boundary of the Horizon West Sector Planning Area. More specifically, the subject property is located within the Lakeside Village Specific Area Plan (SAP), and is designated Village Home District (VHD) and Wetland / Conservation (CONS) on the adopted SAP land use map.

The proposed PD substantial change is consistent with the Comprehensive Plan.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Environmental

Class I Impacts – Class I wetlands should not include stormwater ponds, roads or buildings in Class I wetlands. The removal, alteration or encroachment within a Class I Conservation Area shall only be allowed in cases where: no other feasible or practical alternatives exist, impacts are unavoidable to allow a reasonable use of the land, or where there is an overriding public benefit, as determined before the Orange County Board of County Commissioners.

Prior to issuance of any certificate of completion, all storm drain inlets shall have metal medallion inlet markers installed. Text on the marker shall read "No Dumping, Drains to Waterway." Specification detail will be provided within all plan sets. For details, the National Pollutant Discharge Elimination System (NPDES) Supervisor at the Orange County Environmental Protection Division should be contacted.

Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).

All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.

Transportation / Concurrency

Reams Road: (Reams Road Property PD Mattamy Homes ROW & APF) Board of County Commissioners approved 3/15/2016 and Recorded at Doc # 20160137846. Owner shall convey a total of 1.75 acres of APF Land. The dedication of right-of-way shall serve to partially satisfy the APF requirement of approximately 3.68 acres. An APF deficit of 1.93 acres at a fee of \$41,388.51 per acre will be satisfied by payment of

\$79,879.82 Deficit Fee to OC and receive \$22,500 per acre for the conveyance of 1.75 acres of row for a total of \$39,375.00 in transportation impact fee credits.

The project shall comply with the terms and conditions of that certain Reams Road Property PD Mattamy Homes ROW & APF Agreement recorded at Document # 20160137846, Public Records of Orange County, Florida, as may be amended.

Schools

Orange County Public Schools (OCPS) did not comment on this case, as it does not involve an increase in residential units or density.

Parks and Recreation

Orange County Parks and Recreation staff reviewed the PD substantial change request, but did not identify any issues or concerns.

Specific Project Expenditure Report and Relationship Disclosure Forms

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

Development Review Committee (DRC) Recommendation – (November 2, 2016)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Reams Road Property Planned Development / Land Use Plan (PD/LUP) dated "Received November 21, 2016", subject to the following conditions:

1. Development shall conform to the Reams Road Property Planned Development / Land Use Plan (PD/LUP) dated "Received November 21, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received November 21, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public

hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. The project shall comply with the terms and conditions of that certain Reams Road Property PD Mattamy Homes ROW & APF Agreement recorded at Document # 20160137846, Public Records of Orange County, Florida, as may be amended.
7. Prior to issuance of any certificate of completion, all storm drain inlets shall have metal medallion inlet markers installed. Text on the marker shall read "No Dumping. Drains to Waterway." Specification detail will be provided within all plan sets. Contact the National Pollutant Discharge Elimination System (NPDES) Supervisor at the Orange County Environmental Protection Division for details.
8. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
9. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
10. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated March 15, 2016, shall apply:
 - a. A current Level One (1) Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review, as part of the Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) initial submittal.
 - b. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
 - c. The following Education Condition of Approval shall apply:
 - 1) Developer shall comply with all provisions of the Capacity Enhancement Agreement approved by the Orange County School Board on May 12, 2015.
 - 2) Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the 5 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third

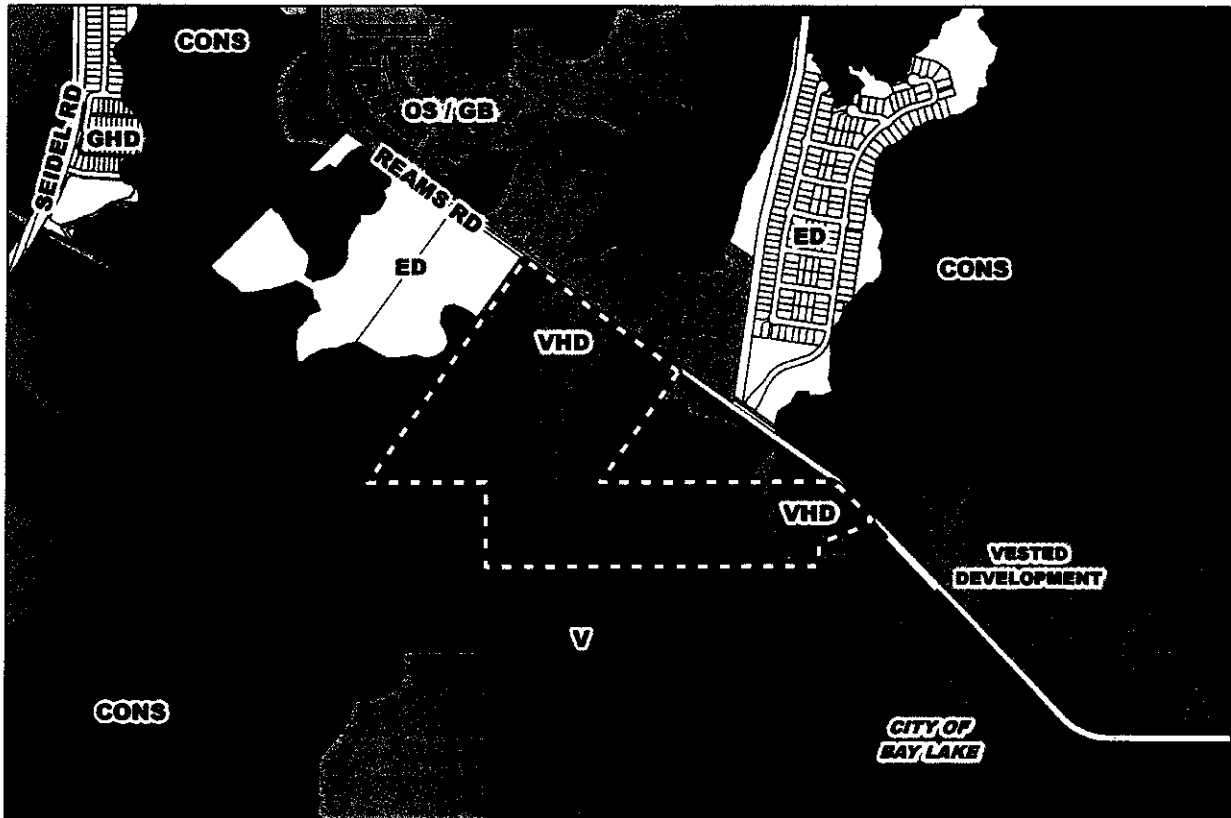
party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.

- 3) Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
 - 4) Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
 - 5) Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- d. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PD, including hydraulically dependent parcels outside the PD boundaries; such MUP shall include supporting calculations showing that the PD-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
 - e. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the PD and to accommodate the ultimate flows for the entire Village (SAP).
 - f. The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (March 15, 2016)

Upon a motion by Commissioner Boyd, seconded by Commissioner Edwards, and carried with all present members voting AYE, the Board made a finding of consistency with the Comprehensive Plan; and further, approved the rezoning request by Kathy Hattaway, HCI Planning & Land Development Consultants, Reams Road Property Planned Development / Land Use Plan (PD/LUP), Case # LUP-15-05-139, to rezone four (4) parcels containing 100.20 gross acres from A-1 (Citrus Rural District) to PD (Planned Development District), in order to construct 161 single-family residential dwelling units, including 47 single-family detached homes and 114 attached townhomes; on the described property; subject to conditions.

CDR-16-09-329



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Village (V), Lakeside Village Special Planning Area (SPA) Village Home District (VHD) and Wetland / Conservation (CONS)

APPLICANT: Marc D. Stehli, Poulos and Bennett, LLC

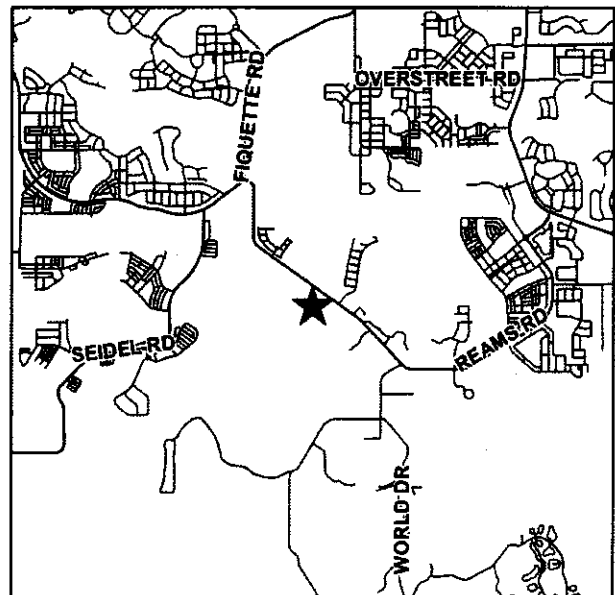
LOCATION: Southwest of Reams Road, approximately 2,100 feet northwest of Center Drive

TRACT SIZE: 100.20 gross acres

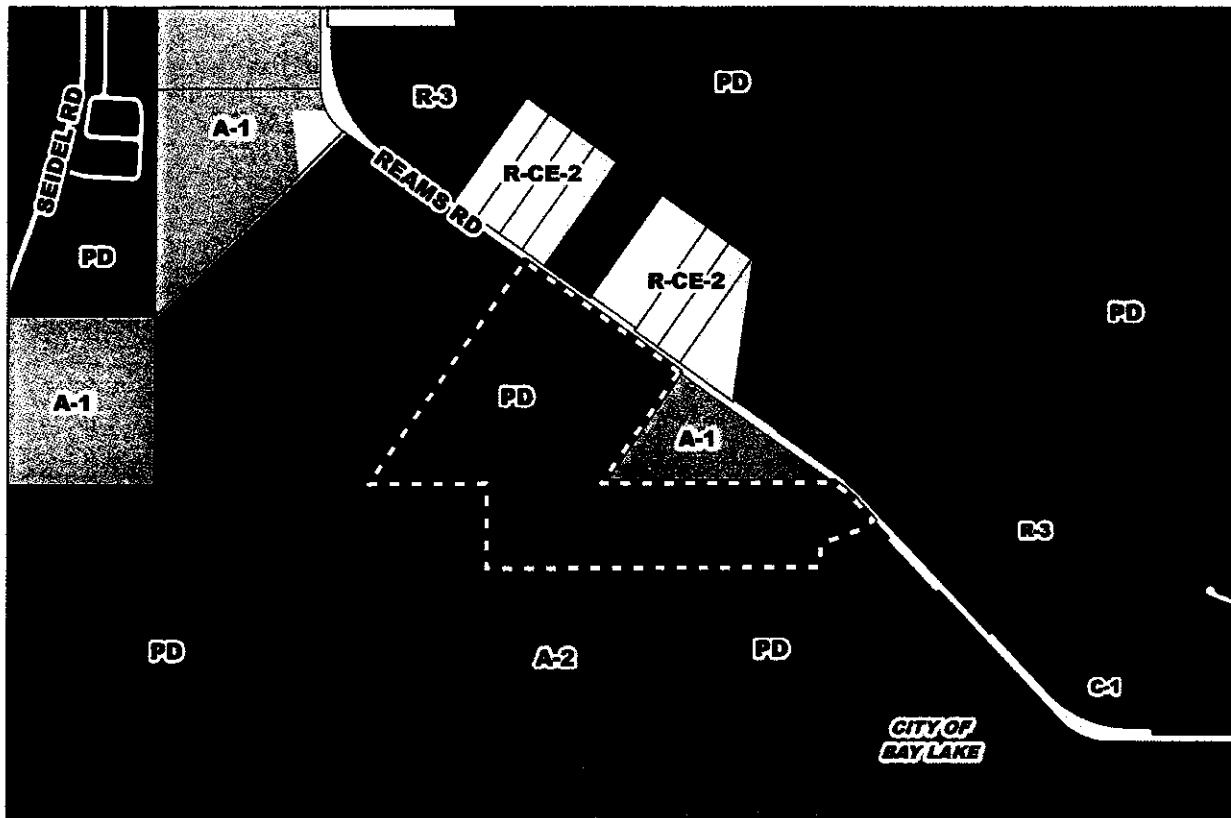
DISTRICT: # 1

S/T/R: 02/24/27, 34/23/27, 35/2/27

1 inch = 1,250 feet



CDR-16-09-329



 Subject Property

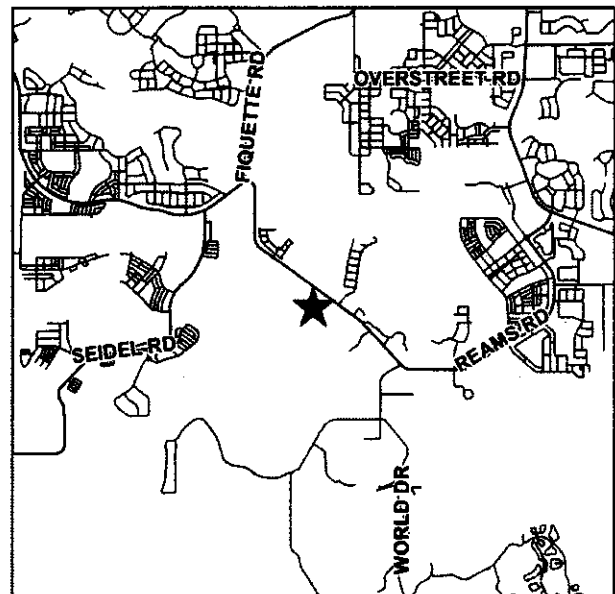


★ Subject Property

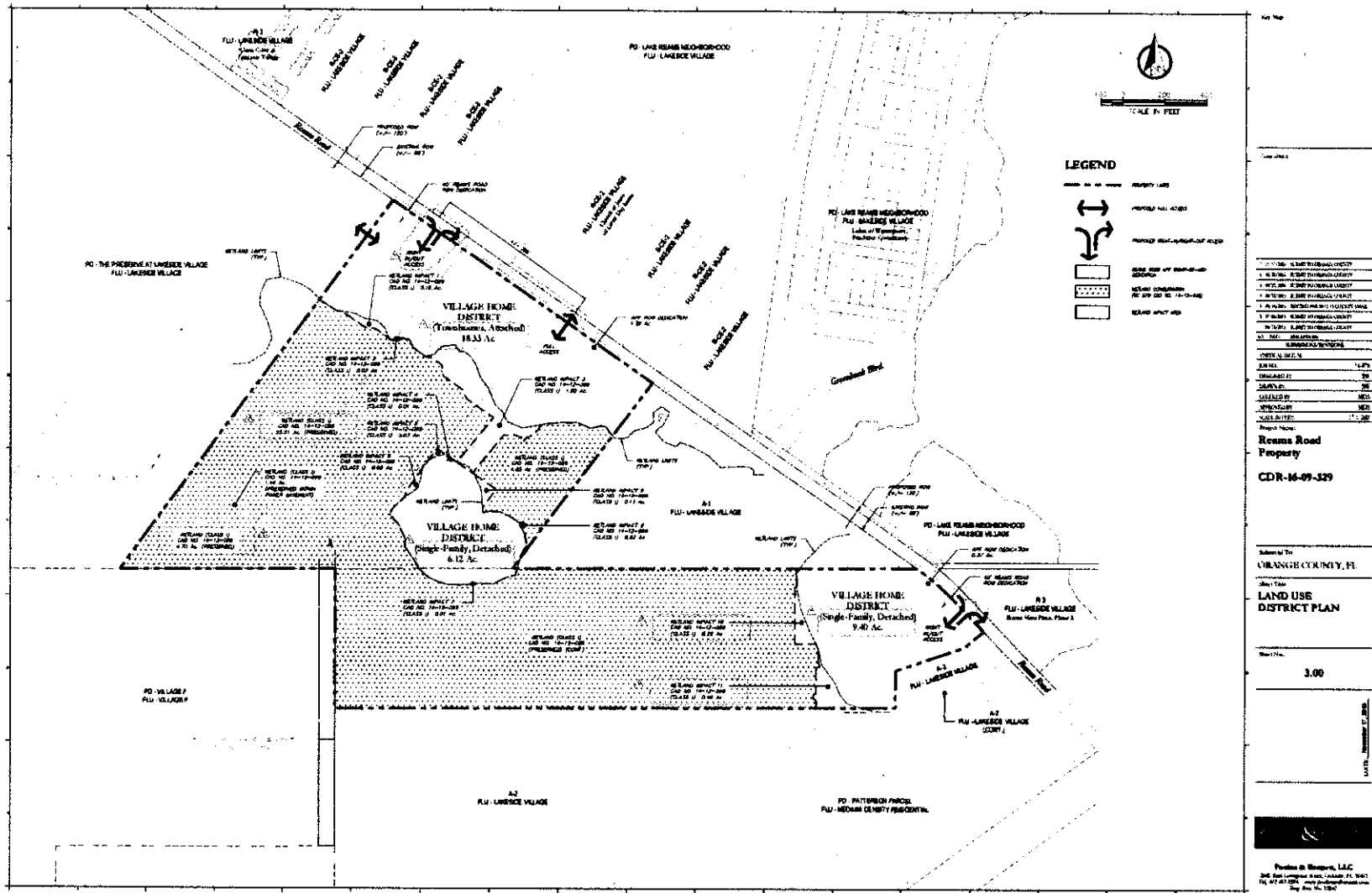
Zoning Map

ZONING: PD (Planned Development District)
APPLICANT: Marc D. Stehli, Poulos and Bennett, LLC
LOCATION: Southwest of Reams Road, approximately 2,100 feet northwest of Center Drive
TRACT SIZE: 100.20 gross acres
DISTRICT: # 1
S/T/R: 02/24/27, 34/23/27, 35/2/27

1 inch = 1,250 feet



Reams Road Property PD / LUP

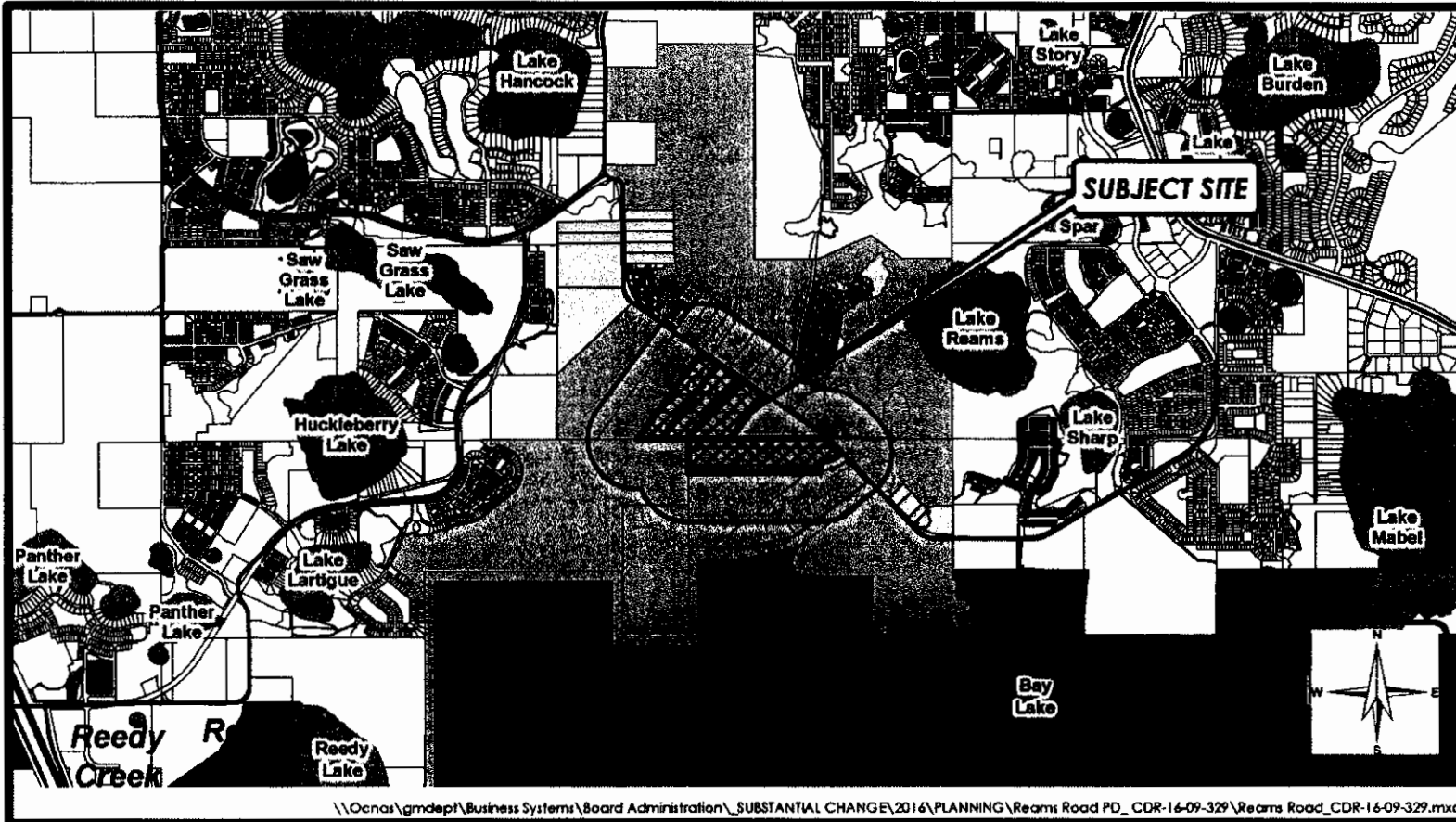




Public Notification Map

Reams Road_CDR-16-09-329

1000 FT BUFFER, 582 NOTICES



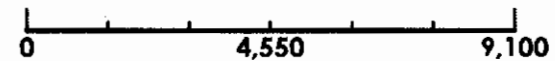
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MAP LEGEND

	SUBJECT		COURTESY NOTICES
	1000 FT BUFFER		PARCELS
	HYDROLOGY		
	NOTIFIED PARCELS		



1 inch = 2,865 feet
Feet



Notification Map

DRC Staff Report
Orange County Planning Division
BCC Hearing Date: February 7, 2017



Interoffice Memorandum

DATE: January 17, 2017

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

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: February 7, 2017 – Public Hearing
Marc Stehli, Poulos & Bennett, LLC
Reams Road Property Planned Development (PD) / Reams
Road Property Preliminary Subdivision Plan (PSP)
Case # PSP-15-10-300 / District 1

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of January 11, 2017 to recommend approval to the Reams Road Property PD / Reams Road Property Preliminary Subdivision Plan to subdivide and construct 160 single-family attached and detached residential dwelling units on 100.2 gross acres.

The request also includes the following waivers from Orange County Code:

1. A waiver from Orange County Code Section 34-152(c) is requested to allow Tract LS-1 to have access external to the subdivision street in lieu of access internal to a subdivision street.
2. A waiver from Orange County Code Section 34-152(c) is requested to allow upland greenbelt and power easement tracts without providing access, in lieu of providing a twenty foot (20') access to a dedicated public street.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan (CP) and approve the Reams Road Property Planned Development (PD) / Reams Road Property Preliminary Subdivision Plan (PSP) dated “Received November 21, 2016”, subject to the conditions listed under the DRC Recommendation in the Staff Report.
District 1

JVW/JS/lme
Attachments

CASE # PSP-15-10-300

Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of January 11, 2017, to recommend approval to the Reams Road Property PD / Reams Road Property Preliminary Subdivision Plan to subdivide and construct 160 single-family attached and detached residential dwelling units on 100.2 gross acres.

The request also includes the following waivers from Orange County Code:

1. A waiver from Orange County Code Section 34-152(c) is requested to allow Tract LS-1 to have access external to the subdivision street in lieu of access internal to a subdivision street.
2. A waiver from Orange County Code Section 34-152(c) is requested to allow upland greenbelt and power easement tracts without providing access, in lieu of providing a twenty foot (20') access to a dedicated public street.

2. PROJECT ANALYSIS

- | | |
|-----------------------|---|
| A. Location: | South of Reams Road / West of Jayme Drive |
| B. Parcel ID: | 34-23-27-0000-00-035; 35-23-27-0000-00-013;
35-23-27-0000-00-015; 02-24-27-0000-00-005 |
| C. Total Acres: | 100.2 |
| D. Water Supply: | Orange County Utilities |
| E. Sewer System: | Orange County Utilities |
| F. Schools: | Independence ES Capacity: 830 / Enrolled: 786
Bridgewater MS Capacity: 1,176 / Enrolled: 1,559
West Orange HS Capacity: 3,276 / Enrolled: 4,161 |
| G. School Population: | 68 |
| H. Parks: | West Beach Park – 4.8 Miles |
| I. Proposed Use: | 160 Attached & Detached Residential Dwelling Units |
| J. Site Data: | <u>Maximum Building Height:</u>
55' (4-stories) (Attached)
45' (3-stories) (Detached) |

Minimum Living Area: 1,000 Square Feet

Building Setbacks:

Attached:

10' Front Porch
15' Front
14' Rear
7' Side
10' Corner

Detached:

7' Front Porch
15' Front
20' Rear
4' Side
10' Corner

K. Fire Station: 35 – 7435 Winter Garden Vineland Road

L. Transportation: Per the County Reams Road Alignment Study, right-of-way (ROW) was required from this project for the widening of Reams Road. A Right-of-Way Conveyance and Adequate Facilities Agreement for the dedication of ROW for Reams Road was approved by the BCC on March 15, 2016 and recorded at Document #20160137846 in Orange County records.

An application for a Capacity Encumbrance Letter (CEL-15-05-034) for 47 single family dwelling units and 114 townhomes was submitted for review and was denied as a result of failing level of service conditions on Reams Road from Lake Hancock Road to Cast Drive and Cast Drive to Silver Lake Park Drive. A proportionate share agreement (RAG-16-07-017) is scheduled on the February 7, 2017 BCC consent agenda, which will need to be pulled to be considered concurrent with this PSP request.

3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) designation of Village (V) within the Lakeside Village with a Specific Area Plan (SAP) designation of Village Home District (VHD) and Wetland/Conservation (CONS). The project is consistent with the Comprehensive Plan.

4. ZONING

PD (Planned Development) (Reams Road Property PD)

5. REQUESTED ACTION:

Approval subject to the following conditions:

1. Development shall conform to the Reams Road Property PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Reams Road Property Preliminary Subdivision Plan dated "Received November 21, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received November 21, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant

acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

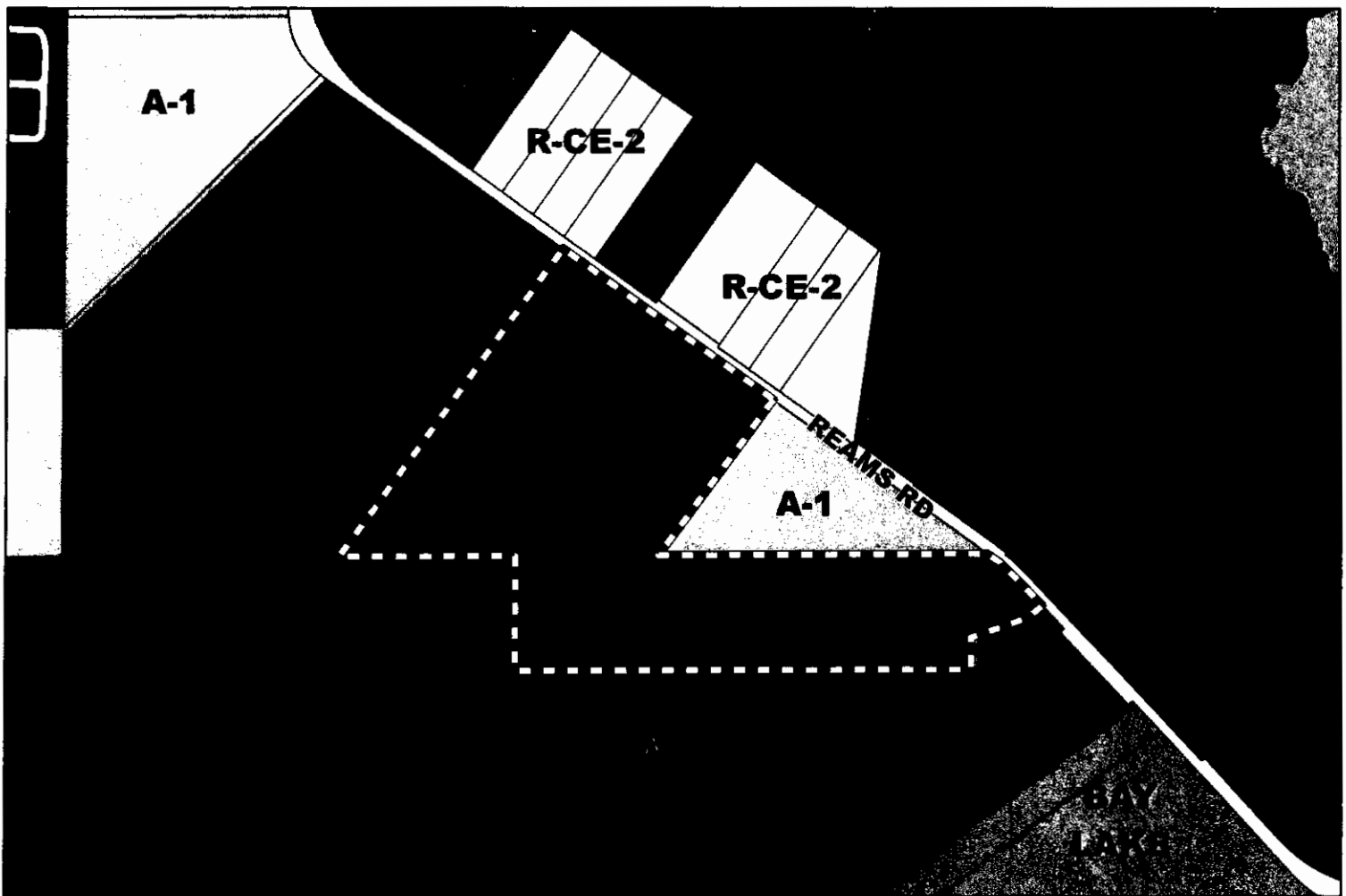
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
7. A mandatory pre-application/sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.
8. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.
9. A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel, and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services

the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records section. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.

10. Roads and drainage system(s), including any retention pond(s), will be owned and maintained by Orange County with a Municipal Service Benefit Unit (MSBU) established for stormwater system functionality. Routine maintenance, including mowing, beyond that provided by the County, shall be the responsibility of the Homeowners' Association.
11. The following Education Condition of Approval shall apply:
 - a) Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of June 8, 2015.
 - b) Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the 5 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
 - c) Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
 - d) Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.

12. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
13. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
14. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.
15. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
16. Where any public gravity mains will be located within alleyways, the distance from structure to structure shall be a minimum of 38 feet. To meet this requirement, the Rear Setback for Lots 55 to 114 shall be a minimum of 19 feet from the property line based on the utility configuration shown in the PSP.
17. The plat and the Conditions, Covenants, and Restrictions (CC&Rs) for this project shall notify homeowners of the following: Homeowners own and maintain their individual water services which extend to their homes from public water meters located adjacent to public road right-of-way. The privately-owned water services for the Lots numbered 55 to 114 on the PSP extend to these units through HOA-owned park tracts. The owners of these lots shall be granted access to HOA-owned tracts for the purpose of maintaining their water services.

18. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PD, including hydraulically dependent parcels outside the PD boundaries; such MUP shall include supporting calculations showing that the PD-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
19. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
20. All home designs/types proposed for this PSP shall be submitted to the County for setback & architectural review a minimum of 90 days prior to model home requests and/or permitting.
21. The project shall comply with the terms and conditions of that certain Reams Road Property PD Mattamy Homes ROW & APF Agreement recorded at Document # 20160137846, Public Records of Orange County, Florida, as may be amended.
22. A waiver from Orange County Code Section 34-152(c) is granted to allow access for Lift-Station Tract LS-1 to be external to the subdivision street in lieu of access internal to a subdivision street.
23. A waiver from Orange County Code Section 34-152(c) is granted to allow upland greenbelt and power easement tracts without providing access, in lieu of providing a twenty foot (20') access to a dedicated public street.



Subject Property



Subject Property

Zoning

ZONING: PD (Planned Development District)
(Reams Road Property PD)

APPLICANT: Poulos & Bennett, LLC

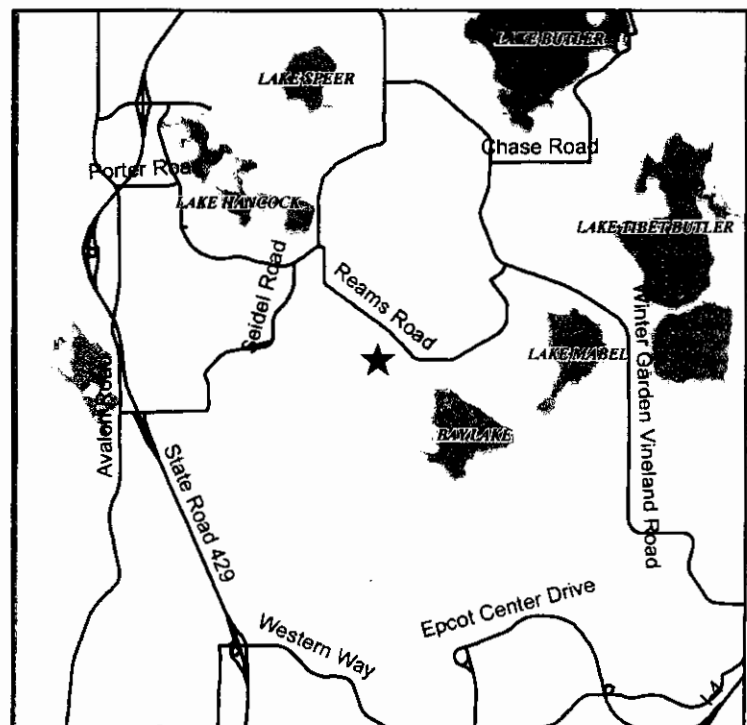
LOCATION: South of Reams Road /
West of Jayme Drive

TRACT SIZE: 100.2

DISTRICT: #1

S/T/R: 34-23-27; 35-23-27; 02-24-27

1 inch = 1,000 feet



DEVELOPMENT INFORMATION

GENERAL

FORM	10
PROPOSED UNITS FOR THIS PSP	160
NET DENSITY	6.72
WETLAND SUMMARY (1)	
TOTAL WETLAND AREA	89.34
WETLANDS PRESERVED IN CONSERVATION	84.86
WETLANDS PRESERVED WITHIN POWER EASEMENT	1.84
WETLANDS IMPACTED	3.04
DEVELOPABLE LAND SUMMARY (1)	
TOTAL SITE AREA	100.15
WETLANDS PRESERVED IN CONSERVATION	84.86
WETLANDS PRESERVED WITHIN POWER EASEMENT	1.84
DEVELOPABLE LAND AREA	13.45
NET DEVELOPABLE LAND SUMMARY (1)	
DEVELOPABLE LAND AREA	13.45
APPROX. RIGHT OF WAY PROVIDED	1.75
PUBLIC OPEN SPACE AREA	2.80
STORMWATER AREA (2)	5.50
NET DEVELOPABLE LAND AREA	23.50

(1) Average wet weather runoff conservation and impact credits obtained.
(2) Pursuant to Section 26-1282 (1), 1.28 Acres of Stormwater Area has been allocated to Public Open Space Area.

SITE / LOT DATA

VILLAGE HOME DISTRICT, TOWNHOMES - ATTACHED (1)	
NUMBER OF UNITS	114
MAX. BUILDING HEIGHT	5' (4 STORIES)
MAX. GARAGE HEIGHT	22' 30" W/ LIVING AREA OVER GARAGE
MIN. LOT AVERAGE SIZE	3,131 SF (3)
MIN. LOT WIDTH	16' (ECON.) 27' (PROPOSED)
MIN. LOT DEPTH	30'
MIN. BUILDING SEPARATION	20'
MIN. LIVING AREA	1,000 SF (4)
MAX. LOT COVERAGE	75% (5)
SETBACKS (Feet)	
FRONT PRIMARY	35'
FRONT PORCH	10'
REAR PRIMARY	8' FROM ALLEY ACCESS EASEMENT
SIDE	0' 7' END LIMITS
SIDE STREET	10'
DRIVEWAYS SIDE LOT LINE	2'

VILLAGE HOME DISTRICT, SINGLE FAMILY - DETACHED (2)	
NUMBER OF UNITS	1 86
MAX. BUILDING HEIGHT	45' (3 STORIES)
MAX. GARAGE HEIGHT	22' 30" W/ LIVING AREA OVER GARAGE
MIN. LOT AVERAGE SIZE	5,511 SF (3)
MIN. LOT WIDTH	32'
MIN. LOT DEPTH	100'
MIN. LIVING AREA	1,000 SF (4)
MAX. LOT COVERAGE	65% (5)
SETBACKS (Feet)	
FRONT PRIMARY	35'
FRONT PORCH	20'
REAR PRIMARY	20'
SIDE	4'
SIDE STREET	10'
DRIVEWAYS SIDE LOT LINE	2'

1. TOWNHOME DEVELOPMENT STANDARDS TO COMPLY WITH ORANGE COUNTY VILLAGE PLANNED DEVELOPMENT CODE, SECTION 36-1387.1.
2. DEVELOPMENT STANDARDS TO COMPLY WITH ORANGE COUNTY VILLAGE PLANNED DEVELOPMENT CODE, SECTION 36-1388.
3. A MINIMUM AVERAGE LOT SIZE OF 3,131 SF HAS BEEN CALCULATED BASED ON THE OVERALL DEVELOPMENT.
4. LIVING AREA IS DEFINED AS THE AREA THAT IS HEATED AND COOKED.
5. THE AREA OF THE FRONT PORCH IS NOT INCLUDED IN THE CALCULATION OF LOT COVERAGE.

TRAFFIC GENERATION, BASED ON ITS TRIP GENERATION RATION					
Land Use	Quantity	Units	Peak Peak Hour Trips Per Unit	Total Generated Peak Hour Trips	Weekday Total Generated Daily Trips
Single Family (Townhomes, Attached)	114	ou	0.57	65	5.81
Single Family (Detached)	86	ou	1.07	92	8.06
Totals	200	ou	1.64	157	13.87

SCHOOL DEMAND			
Student Population per D.C.			
School Type	Residential Units	Multiplier per D.C.	Student Population
Elementary Students	160	0.096	(15)
Intermediate School Students	160	0.100	(16)
High School Students	160	0.134	(21)
Total Students			(52)

OWNERSHIP / MAINTENANCE

ROADWAYS	PUBLIC	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY
ALLEY TRACTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION WITH BLANKET DRAINAGE AND UTILITY EASEMENT TO ORANGE COUNTY
DRAINAGE TRACTS	PUBLIC	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY WITH A USE AGREEMENT TO ALLOW FOR A. ABILITY TO MAINTAIN FOR AESTHETIC PURPOSES
DRAINAGE EASEMENTS	PUBLIC	TO BE DEDICATED TO ORANGE COUNTY. DRAINAGE FACILITIES WITHIN THE EASEMENTS ARE TO BE OWNED AND MAINTAINED BY ORANGE COUNTY
REAR YARD SWALE EASEMENTS	PRIVATE	TO BE DEDICATED TO HOMEOWNERS ASSOCIATION. DRAINAGE FACILITIES WITHIN THE EASEMENTS ARE TO BE MAINTAINED BY THE HOA.
POWER EASEMENT (TRACT 6-12)	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION WITH PERPETUAL EASEMENT GRANTEES
UTILITY EASEMENTS	PUBLIC	TO BE DEDICATED TO ORANGE COUNTY. UTILITIES WITHIN THE EASEMENTS ARE TO BE OWNED AND MAINTAINED BY ORANGE COUNTY
WATER, RECLAIMED WATER AND SANITARY SEWER	PUBLIC	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY
LIFT STATION TRACTS	PUBLIC	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY
RECREATION TRACTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
PARK TRACTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
OPEN SPACE TRACTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
SIDEWALKS IN PUBLIC RIGHT OF WAY	PUBLIC	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY
WETLAND AND BUFFER AREAS (CONSERVATION EASEMENTS)	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION WITH DEVELOPMENT RIGHTS DEDICATED TO ORANGE COUNTY
LANDSCAPE TRACTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION

MISCELLANEOUS

POTABLE WATER SERVICE	ORANGE COUNTY UTILITIES
RECLAIMED WATER SERVICE	ORANGE COUNTY UTILITIES
WASTEWATER SERVICE	ORANGE COUNTY UTILITIES
ELECTRIC SERVICE	DUKE ENERGY
FIRE PROTECTION	ORANGE COUNTY FIRE RESCUE

PHASING

THE PROJECT WILL BE CONSTRUCTED IN ONE (1) PHASE

SIGNAGE

SIGNAGE SHALL COMPLY WITH CHAPTER 21.5 OF THE ORANGE COUNTY CODE. BILLBOARD AND POLE SIGNS SHALL BE PROHIBITED

LIGHTING

LIGHTING SHALL COMPLY WITH ARTICLE XVI OF THE ORANGE COUNTY CODE

LANDSCAPE

1. FINAL LANDSCAPE PLANS ARE REQUIRED TO BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO LANDSCAPE CONSTRUCTION. LANDSCAPE PLANS TO BE IN ACCORDANCE WITH ORANGE COUNTY ZONING, ARTICLE XVI P-D PLANNED DEVELOPMENT DISTRICT, DIVISION 6, VILLAGE PLANNED DEVELOPMENT CODE.
2. ALL LANDSCAPING SHALL BE PER SECTION 24.4 & 24.5 AT ALL ENTRANCES

GARAGE PICKUP

1. FRONT LOADED SINGLE FAMILY UNITS TO BE PICKED UP AT FRONT RIGHT OF WAY
2. REAR LOADED SINGLE FAMILY UNITS TO BE PICKED UP AT REAR W/IN ALLEY

WETLANDS

CONSERVATION AREA DETERMINATION CAD 34-12-099 DELINEATING THE WETLANDS WAS ISSUED ON 3/28/2015 RESPECTIVELY. NO WETLAND OR BUFFER ENCROACHMENTS SHALL BE PERMITTED UNTIL AN IMPACT PERMIT IS APPROVED CONSISTENT WITH ORANGE COUNTY CHAPTER 35.

FIRE

1. FIRE HYDRANTS SHALL BE INSTALLED SO THAT THE DESIGN AND CALCULATION MEET THE REQUIREMENTS IN THE ORANGE COUNTY SUBDIVISION REGULATIONS AND FLORIDA FIRE PREVENTION CODE 2010 EDITION
2. FIRE ACCESS SHALL BE FROM THE FRONT OF THE PROPOSED DWELLING UNITS. ACCESS SHALL BE IN ACCORDANCE WITH CHAPTER 18 OF THE NFPA 1, 2000 EDITION (TYPE, POSITIONING)
3. FIRE HYDRANTS SHALL BE PLACED NO FURTHER THAN 500 FEET APART, MEASURED ALONG THE ROADWAY. NO BUILDING INTENDED FOR OCCUPANCY SHALL EXCEED 150 FEET FROM THE NEAREST FIRE HYDRANT.
4. REQUIRED FIRE FLOW FOR SINGLE FAMILY DWELLINGS SHALL BE AS FOLLOWS: HOMES 5,000 SF OR LESS 1,000 GPM; HOMES EXCEEDING 5,000 SF SHALL PROVIDE FIRE FLOW IN ACCORDANCE WITH TABLE 18.4.3.1.2 OF NFPA 1, 2000 EDITION (PL, 2000 EDITION). IN ADDITION, FIRE FLOW MAY BE PERMITTED IF DWELLING IS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM OR SEPARATED FROM OTHER STRUCTURES BY 30 FEET BUT IN NO CASE SHALL THE FIRE FLOW BE LESS THAN 400 GPM PER 18.4.3.1.2 OF NFPA 1, 2000 EDITION (TYPE, POSITIONING) (OCFAS) REQUIRED FIRE FLOW FOR ANY OTHER STRUCTURES WILL BE DETERMINED AT DEVELOPMENT PLAN SUBMITTAL IF APPLICABLE
5. ANY COMMERCIAL STRUCTURE OR RESIDENTIAL BUILDING OF THREE OR MORE STORIES MAY BE REQUIRED TO HAVE AN AUTOMATIC FIRE SPRINKLER PROTECTION DEPENDING UPON THE BUILDING CONSTRUCTION TYPE, OCCUPANCY CLASSIFICATION, AND ADDITIONAL BUILDING AND/OR FIRE CODE

UTILITIES

1. THE SIZE, LOCATION AND POINTS OF CONNECTION FOR WATER, WASTEWATER AND RECLAIMED WATER MAINS SHALL BE FINALIZED AT TIME OF CONSTRUCTION PLAN REVIEW
2. THERE ARE NO CONSERVATION FACILITIES LOCATED WITHIN THIS PSP

PUBLIC WORKS STREETS AND DRAINAGE

1. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS
2. FINAL CROSSWALK LOCATIONS AND ADVISORY SIGNAGE TO BE DETERMINED AT CONSTRUCTION PLAN APPROVAL

CONCURRENCY

1. A CAPACITY ENCUMBRANCE LETTER (CCL) NO. 15-05-084 FOR 47 SINGLE FAMILY RESIDENTIAL UNITS AND 114 TOWNHOME RESIDENTIAL UNITS HAS BEEN APPLIED FOR.

SCHOOLS

1. THIS PROJECT IS SUBJECT TO ORANGE COUNTY PUBLIC SCHOOLS' SCHOOL CONCURRENCY MITIGATION AGREEMENT DC-15-003

RECREATION

1. RECREATION AMENITIES WITHIN PARS TRACT A-3 SHALL BE CONSTRUCTED AND ISSUED A CERTIFICATE OF OCCUPANCY PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE ENTIRE (50 UNIT)

MISCELLANEOUS

1. ANY EXISTING SEPTIC TANKS OR WELLS SHALL BE PROPERLY ABANDONED PRIOR TO EARTHWORK OR CONSTRUCTION. PERMITS SHALL BE APPLIED FOR AND
2. ALL ACKNOWLEDGMENTS ARE SUBJECT TO CHANGE WITH FINAL ENGINEERING AND FINAL PLAN REVIEW AND APPROVAL

Key Map

Continued

1. SITE PLAN	1. SITE PLAN
2. LANDSCAPE PLAN	2. LANDSCAPE PLAN
3. UTILITY PLAN	3. UTILITY PLAN
4. FIRE FLOW PLAN	4. FIRE FLOW PLAN
5. TRAFFIC IMPACT STUDY	5. TRAFFIC IMPACT STUDY
6. SCHOOL CONCURRENCY MITIGATION AGREEMENT	6. SCHOOL CONCURRENCY MITIGATION AGREEMENT
7. RECREATION AMENITIES PLAN	7. RECREATION AMENITIES PLAN
8. SEPTIC TANK ABANDONMENT PERMITS	8. SEPTIC TANK ABANDONMENT PERMITS
9. CCL	9. CCL
10. ACKNOWLEDGMENTS	10. ACKNOWLEDGMENTS
11. CONSTRUCTION PLAN	11. CONSTRUCTION PLAN
12. CONSTRUCTION SPECIFICATIONS	12. CONSTRUCTION SPECIFICATIONS
13. CONSTRUCTION SCHEDULE	13. CONSTRUCTION SCHEDULE
14. CONSTRUCTION BIDDING	14. CONSTRUCTION BIDDING
15. CONSTRUCTION MONITORING	15. CONSTRUCTION MONITORING
16. CONSTRUCTION COMPLETION	16. CONSTRUCTION COMPLETION
17. CONSTRUCTION CLOSURE	17. CONSTRUCTION CLOSURE
18. CONSTRUCTION RE-ENTRY	18. CONSTRUCTION RE-ENTRY
19. CONSTRUCTION RESUME	19. CONSTRUCTION RESUME
20. CONSTRUCTION TERMINATION	20. CONSTRUCTION TERMINATION

Project Name
**REAMS ROAD
PROPERTY
PSP-15-10-300**

Submitted To
ORANGE COUNTY, FL

Sheet Title
LAND USE TABLES

C2.02

POULOS & BENNETT

Poulos & Bennett, LLC
2000 N. Livingston Street, Orlando, FL 32803
(407) 481-1000, www.poulosandbennett.com
Reg. No. 20,306

OPEN SPACE REQUIREMENTS (1)															
PHASE	LAND USE	DEVELOPABLE ACRES (2)	REQUIRED			PROVIDED									
			REQUIRED P.D. PERCENTAGE OF OPEN SPACE BY LAND USE (15% 175A)	RECREATION/ PARKS (100% CREDIT)	BUFFERS/OPEN SHALL/ADJACENT TRACTS (100% CREDIT)	CATEGORY A		CATEGORY B		CATEGORY C					
						TOTAL CATEGORY A OPEN SPACE REQUIRED (3)	NON CATEGORY A OPEN SPACE REQUIRED (3)	DRAINAGE TRACTS (TOTAL)	DRAINAGE TRACTS OPEN SPACE CREDIT (MAX 50% OF REQ.)	CONSERVATION WETLANDS (MAX OF TOTAL)	CONSERVATION INCL. OPEN SPACE CREDIT (MAX 50% OF REQ.)	TOTAL TYPE B AND OPEN SPACE PROVIDED (171B)	TOTAL TYPE B AND C OPEN SPACE CREDIT (MAX 75% OF REQ.)	TOTAL OPEN SPACE PROVIDED	
1	SINGLE FAMILY (TOWNHOMES, ATTACHED)	16.95	27.50%	2.97	1.55	1.80	2.85	0.74	0.03	1.48	32.43	1.48	2.96	2.22	5.97
	Continued	18.95	27.50%	2.97	1.55	1.80	2.85	0.74	0.03	1.48	32.43	1.48	2.96	2.22	5.97
	OPEN SPACE REQUIRED			2.97				0.74							
	OPEN SPACE PROVIDED						2.85							2.22	5.97

1. ALL UNITS ARE ACRES
2. AREA INCLUDES UPLAND BUFFER AND ADJACENT APP. TRACTS
3. CATEGORY A OPEN SPACE MUST BE PROVIDED FOR A MINIMUM OF 25% OF THE REQUIRED OPEN SPACE. THE REMAINING 75% MAY BE PROVIDED BY CATEGORIES B AND C OPEN SPACE

1. ALL UNITS ARE ACRES
2. AREAS INCLUDES UPLAND BUFFER AND EXCLUDES APP. TRACTS
3. CATEGORY A OPEN SPACE MUST BE PROVIDED FOR A MINIMUM OF 25% OF THE REQUIRED OPEN SPACE. THE REMAINING 75% MAY BE PROVIDED BY CATEGORIES B AND C OPEN SPACE

POND PARK AREA REQUIRED = 7.5% OF TOTAL DEVELOPABLE AREAS						
33.83 Acres 0.00% 2.54						
PHASE	TRACTED	DEVELOPABLE AREA	AREA REQUIRED	AREA PROVIDED	GROUP CATEGORY	
PARK P-1				0.37	GROUP C OR D	
PARK P-2				0.31	GROUP B	
PARK P-4				0.41	GROUP C	
PARK P-5				0.17	GROUP C OR D	
PARK P-6				0.46	GROUP C OR D	
POND D-1				2.75	GROUP C	
TOTAL		33.83	2.54	2.69		
PARK TOTAL	cumulative +	33.83	2.54	2.69		

2. PARKS WILL BE OPEN TO THE GENERAL PUBLIC. THE HOA COVENANTS AND RESTRICTIONS SHALL STATE THAT THESE PARK AREAS ARE OPEN TO THE PUBLIC AND THAT A CHANGE THAT WOULD PROHIBIT PUBLIC ACCESS WILL REQUIRE BEC APPROVAL.

PHASE	TRACTID	ACREAGE
1	P-1	0.37
	P-2	0.31
	P-3	0.41
	P-4	0.11
	P-5	0.17
	P-6	0.46
TOTAL		1.83

PHASE	TRACT NO	ACREAGE
1	LB-1	0.06
	LB-2	0.17
	OMITTED	0.00
	LB-4	0.09
	LB-5	0.12
	LB-6	0.16
	LB-7	0.06
	TOTAL	0.63

PHASE	TRACT ID	ACREAGE
1	D-1	1.56
	D-2	7.37
	D-3	1.32
	D-4	1.51
TOTAL		6.86

PHASE	TRACT ID	ACREAGE
3	LS-1	0.07
	LS-2	0.04
TOTAL		0.11

DEGREATION AREA REQUIRED = 2.5 ACRES PER 1,000 POPULATION UNITS + 0.0051 PEOPLE PER UNIT + 2.5 ACRES + 4.0 MINIMUM DEGREATION AREA						
1.34 ACRES						
PHASE	TRACE ID	PROPOSED UNITS	AREA REQUIRED	AREA PROVIDED	GROUP CATEGORY	GROUP C
1	PARCE P-1 ¹⁰¹			0.37	GROUP C OR D	
	PARCE P-2 ¹⁰²			0.31	GROUP C OR D	
	PARCE P-3 ¹⁰³			0.41	GROUP B	
	PARCE P-4 ¹⁰⁴			0.11	GROUP E	
	PARCE P-5 ¹⁰⁵			0.17	GROUP C	
3 TOTAL		160	1.24	0.46	GROUP C	
		160	1.24	1.13		
PARK TOTAL		consumer/acre	160	1.24	1.13	

3. ALL UNITS ARE ACRES.
2. PARKS WILL BE OPEN TO THE GENERAL PUBLIC. THE MCA COVENANTS AND RESTRICTIONS SHALL STATE THAT THESE PARK AREAS ARE OPEN TO THE PUBLIC AND THAT A CHANGE THAT WOULD PROHIBIT PUBLIC ACCESS WILL REQUIRE REC APPROVAL.
3. AT LEAST 50% OF THE REQUIRED RECREATION SHALL BE ACTIVE RECREATION. ALL 0.43 ACRES OF PARK P 3 AND A MIN. 0.21 ACRES OF PARK P 2 WILL BE ACTIVE RECREATION.
4. PARK TRACTS TO BE PRIVATELY OWNED FOR THE EXCLUSIVE USE OF COMMUNITY RESIDENTS.

PHASE	TRACT ID	ACBLAGE
1	OS-1	0.78
	OS-2	0.06
	OS-3	0.13
	OS-4	0.08
	OS-5	0.39
TOTAL		1.44

PHASE	TRACT ID	AVERAGE
I	S-1	0.53
	S-2	0.52
	S-3	0.51
	S-4	0.67
	S-5	0.08
	S-6	0.02
	S-7	0.03
	S-8	0.01
	S-9	0.04
	S-10	0.12
TOTAL		0.45

PHASE	TRACT ID	ACREAGE
1	APF-1	1.58
	APF-2	0.37
TOTAL		1.95

Conclusions

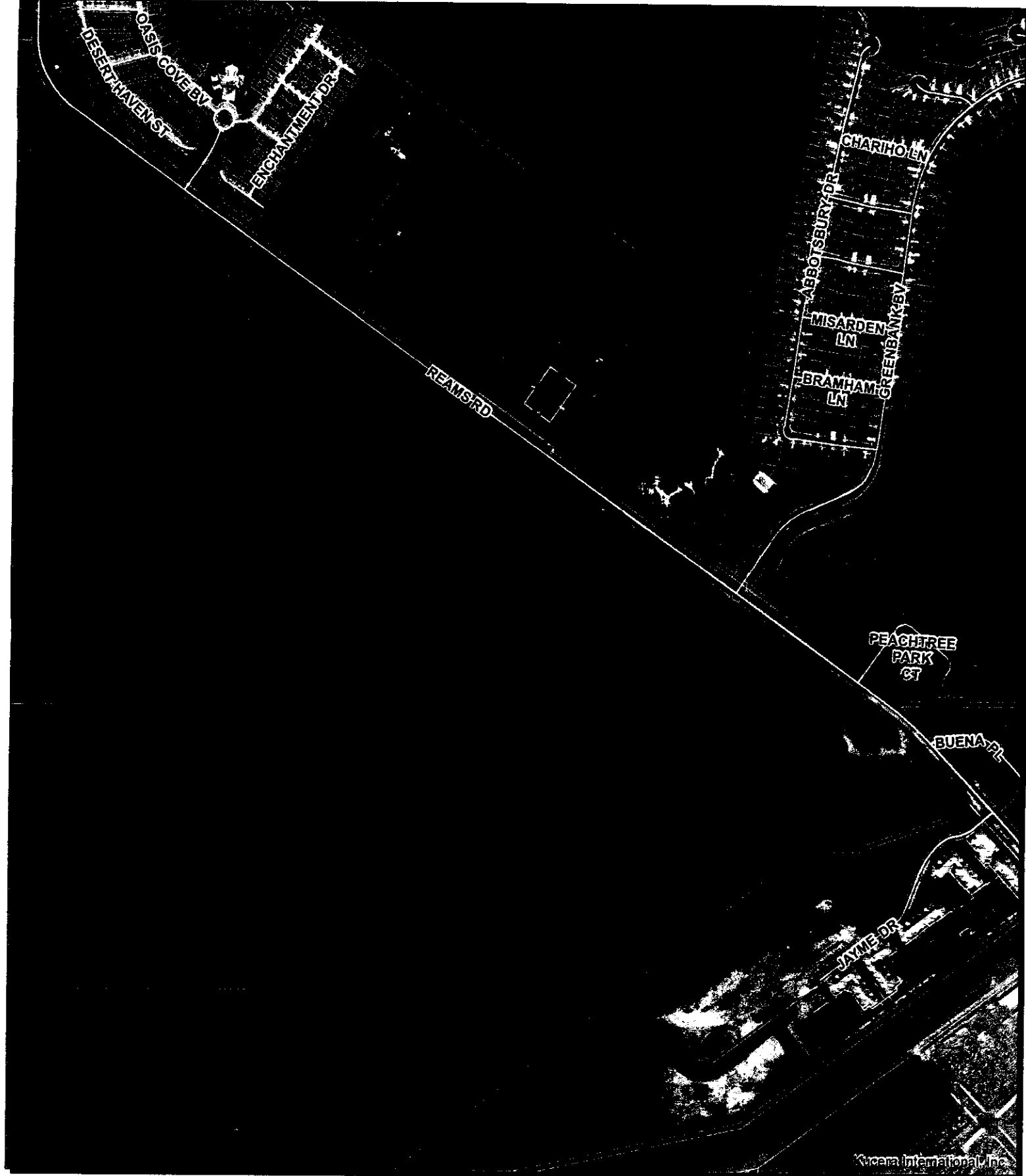
**REAMS ROAD
PROPERTY
PSP-15-10-300**

LAND USE TABLES

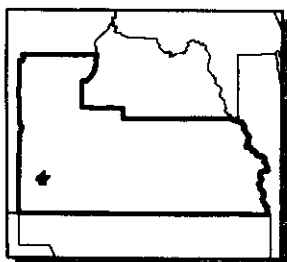
C2.03

DATE: November 18, 2016


Poulsen & Bennett, LLC
2602 H. Lamson Street, Orlando, FL 32803
Tel: 407 487 2704 www.poulsenandbennett.com
Eug. Des. No. 3550

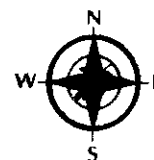


Krcera International, Inc.



Reams Road Property PD Reams Road Property PSP

Parcels	Jurisdiction
 Subject Property	Hydrology



0 373 600

Feet

1 in = 600 ft



Interoffice Memorandum

DATE: January 17, 2017

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

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

CONTACT PERSON: John Smoger, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: February 7, 2017 – Public Hearing
Applicant: Scott Gentry, Kelly, Collins & Gentry, Inc.
Hamlin Planned Development – Unified Neighborhood Plan
(PD-UNP) / RW-2 Hamlin SEC Commercial Preliminary
Subdivision Plan (PSP) / Development Plan (DP)
Case #PSP-16-08-298

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of December 21, 2016, to approve the Hamlin Planned Development (PD) - Unified Neighborhood Plan (UNP) / RW-2 Hamlin SEC Commercial Preliminary Subdivision Plan (PSP) / Development Plan (DP) to subdivide 34.56 acres into four (4) commercial lots with a 40,000 square foot theater and parking deck on Lot C.

This request also includes the following waiver from Orange County Code:

1. A waiver from Orange County Section 24-4(a)(3)(e) to allow four (4) understory trees to be planted to the north and south side of the parking plaza in lieu of two (2) understory trees at the ends of the central parking rows.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the Hamlin PD - UNP / RW-2 Hamlin SEC Commercial PSP / DP dated "Received January 3, 2017", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

JVW/JS/lme
Attachments

CASE # PSP-16-08-298

Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of December 21, 2016, to approve the Hamlin Planned Development (PD) - Unified Neighborhood Plan (UNP) / RW-2 Hamlin SEC Commercial Preliminary Subdivision Plan (PSP) / Development Plan (DP) to subdivide 34.56 acres into four (4) commercial lots with a 40,000 square foot theater and parking deck on Lot C.

This request also includes the following waiver from Orange County Code:

1. A waiver from Orange County Section 24-4(a)(3)(e) to allow four (4) understory trees to be planted to the north and south side of the parking plaza in lieu of two (2) understory trees at the ends of the central parking rows.

2. PROJECT ANALYSIS

- | | |
|-----------------------|---|
| A. Location: | South of New Independence Parkway / East of Hamlin Groves Trail |
| B. Parcel IDs: | 20-23-27-0000-00-030 |
| C. Total Acres: | 34.56 |
| D. Water Supply: | Orange County Utilities |
| E. Sewer System: | Orange County Utilities |
| F. Schools: | N/A |
| G. School Population: | N/A |
| H. Parks: | N/A |
| I. Proposed Uses: | Four (4) commercial lots with a 40,000 square foot theater and parking deck on Lot C |
| J. Site Data: | Maximum Building Height: 150'
Building Setbacks:
10' Front
5' Side
55' Centerline of Right-of-Way
10' Rear |
| K. Fire Station: | 34 - 4000 CR 535 |

- L. Transportation: As proof of satisfaction of the project's transportation concurrency obligations, the project must comply with that certain Town Center East Road Network Agreement recorded at O.R. Book 10306, Page 1364, Public Records of Orange County, Florida. The developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to plat approval. In addition, any Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.

Town Center East Boulevard/Hamlin Trail: A Road Network Agreement for Town Center East was approved by the Board of County Commissioners on December 6, 2011 and recorded at OR Book/Page 10306/1364. The Developer has obtained vested trips for the completion of construction for Hamlin Groves Trail and New Independence Parkway to four lanes. Right-of-Way for the road network has been dedicated to the County. Town Center East Boulevard/Hamlin Trail: First Amendment to Town Center East Road Network Agreement ("First Amendment") between Orange County and SLF IV/Boyd Horizon West JV, LLC ("Developer") and Orlando Health Central, Inc. ("Orlando Health") was approved by the Board of County Commissioners on 7/10/2012 and recorded at ORBK 10411/0542 for the conveyance of Right-of-Way for the road network in Town Center. The First Amendment contemplates that the Orlando Health parcel will be included in the terms of the original agreement. Under the terms of the First Amendment, Orlando Health shall receive \$22,500 per acre in Road Impact Fee Credits for the dedication of 2.11 acre parcel for Hamlin Trail Right-of-Way for a total of \$47,450.00 in road impact fee credits. An additional 2.22 acre area of Right-of-Way for Porter Road will be donated to Orange County by Orlando Health at no cost to the County. Developer has assigned 650 Vested Trips to Orlando Health. Orlando Health is has the option to complete the Phase 4 improvements. The First Amendment also acknowledges that Developer has acquired the Gleason Parcel which is now included in the definition of the Property.

3. COMPREHENSIVE PLAN

The PD has underlying Future Land Use Map (FLUM) designation of Village (V), with a Horizon West Town Center Specific Area Plan designation of RW (Retail Wholesale District). The proposal is consistent with the Comprehensive Plan.

4. ZONING

PD (Planned Development District) (Hamlin PD / UNP)

5. REQUESTED ACTION:

Approval subject to the following conditions:

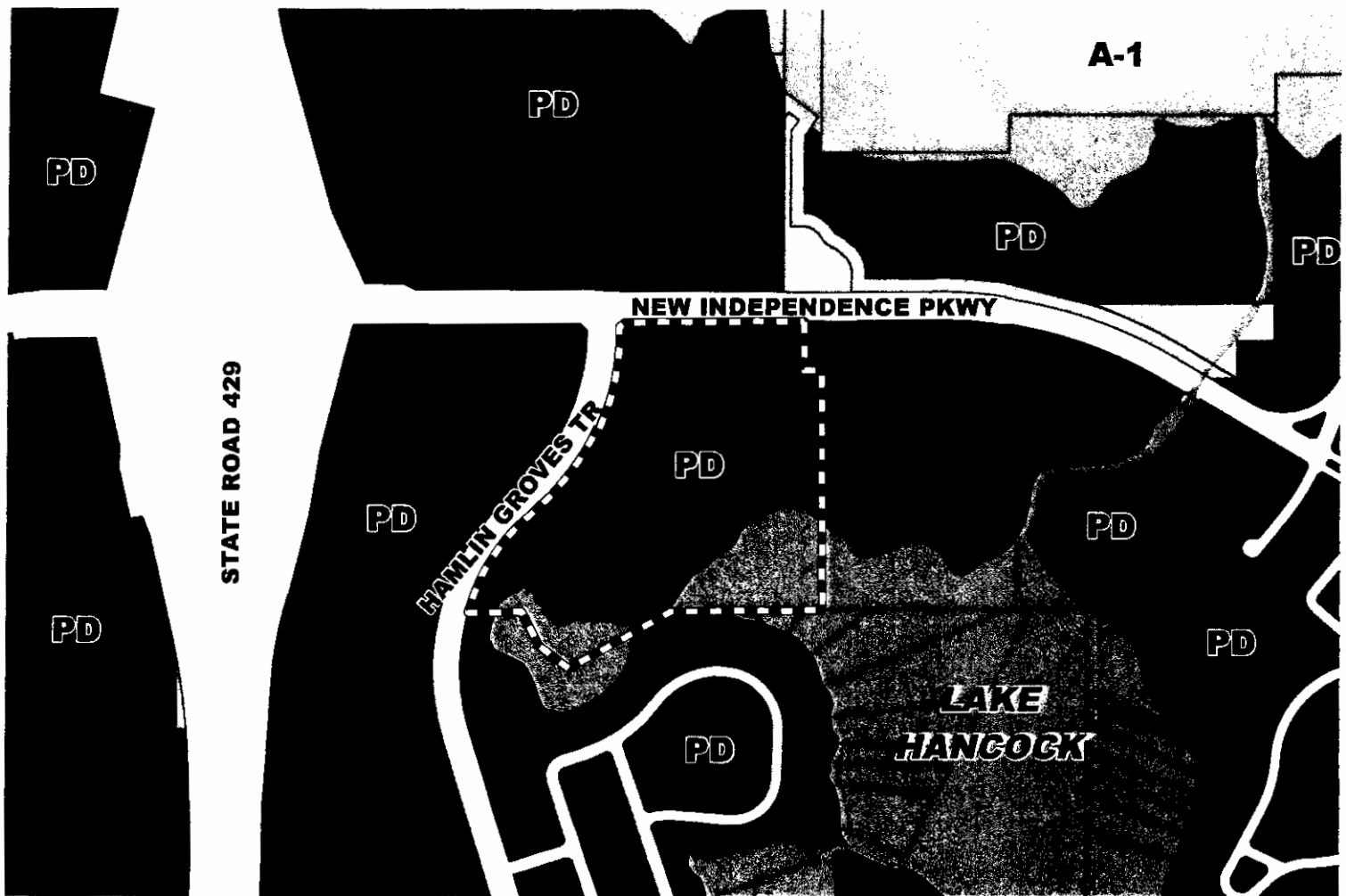
1. Development shall conform to the Hamlin PD Land Use Plan / UNP Unified Neighborhood Plan; Orange County Board of County Commissioners (BCC) approvals; (RW-2) Hamlin SEC Commercial Preliminary Subdivision Plan dated "Received January 3, 2017," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received January 3, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
7. Prior to construction plan approval, documentation with supporting calculations shall be submitted which certifies that the existing drainage system and pond have the capacity to accommodate this development and that this project is consistent with the approved master drainage plan (MDP) for this PD.
8. A mandatory pre-application/sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.

9. A current Phase One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review as part of any Construction Plan submittal and must be approved prior to Construction Plan approval for any streets and/or tracts anticipated to be dedicated to the County and/or to the perpetual use of the public.
10. Prior to construction plan approval, documentation must be provided certifying that this project has the legal right to tie into the master drainage system.
11. To demonstrate concurrency entitlements have been met for this project the Preliminary Subdivision Plan / Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.
12. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
13. Approval of this plan does not constitute approval of a permit for the construction of a boat dock, boardwalk, observation pier, fishing pier, community pier or other similar permanently fixed or floating structures. Any person desiring to construct any of these structures shall apply for an Orange County Dock Construction Permit. Application shall be made to the Orange County Environmental Protection Division as specified in Orange County Code Chapter 15 Environmental Control, Article IX Dock Construction prior to installation.
14. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
15. Prior to issuance of any certificate of completion, all storm drain inlets shall have metal medallion inlet markers installed. Text on the marker shall read "No Dumping, Drains to Waterway." Specification detail will be provided within all plan sets. Contact the National Pollutant Discharge Elimination System (NPDES) Supervisor at the Orange County Environmental Protection Division for details.
16. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of

mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.

17. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
18. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water, wastewater, and reclaimed water systems have been designed to support all development within the DP, and that construction plans are consistent with an approved Master Utility Plan for the PD.
19. Signage shall comply with the Master Sign Plan.
20. Outside sales, storage, and display shall be prohibited, unless otherwise approved by the BCC.
21. A waiver from Orange County Code Section 24-4(a)(3)(e) is granted to allow four (4) understory trees to be planted to the north and south side of the parking plaza in lieu of two (2) understory trees at the ends of the central parking rows.



Subject Property



Subject Property

Zoning

ZONING: PD (Planned Development District)
(Hamlin PD / UNP)

APPLICANT: Scott Gentry, Kelly, Collins & Gentry, Inc.

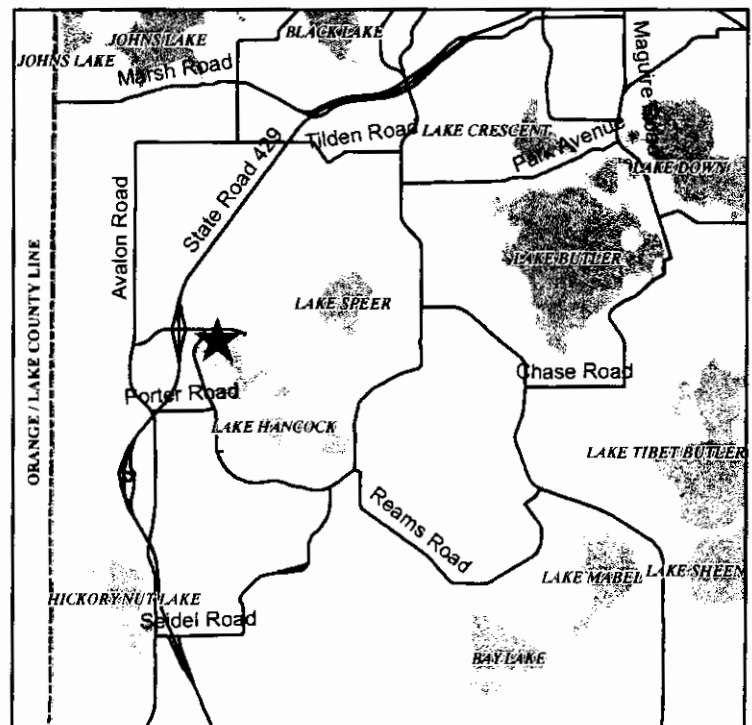
LOCATION: South of New Independence Parkway /
East of Hamlin Groves Trail

TRACT SIZE: 34.56 acres

DISTRICT: #1

S/T/R: 20/23/27

1 inch = 750 feet



GENERAL/MISCELLANEOUS

EXISTING USE: AGRICULTURE
 EXISTING VEGETATION: ORANGE GROVE
 PROPOSED USE: USES CONSISTENT WITH ALLOWED USES IN RW DISTRICT
 ZONING: PLAN NED DEVELOPMENT (PD)
 SCHOOLAGE POPULATION: N/A
 AVERAGE DAILY TRAFFIC: TBD

SITE DATA

TOTAL PSP/DP AREA: 34.56 AC
 LOT A: 3.39 AC
 LOT B: 1.07 AC
 LOT C: 14.52 AC
 LOT D: 15.58 AC
 WETLANDS TO REMAIN: 0.00 AC
 WETLANDS TO BE REMOVED: 0.00 AC
 STORMWATER MANAGEMENT AREA (POND 400): 9.81 AC
 SURFACE WATERS: 8.53 AC
 GROSS DEVELOPABLE AREA: 26.03 AC
 NET DEVELOPABLE AREA: 26.03 AC

1. APPLICATION OF THE STORMWATER MANAGEMENT AREA IS ONLY PROVIDED IN POND 400.
2. WETLANDS DETERMINED BY USE OF THE 1% ARI 1.55 AND LARS 1.55-17.014
3. EXCLUDES SURFACE WATERS
4. EXCLUDES REMAINING WETLANDS AND SURFACE WATERS

IMPERVIOUS SURFACE RATIO (ISR)

MAXIMUM ISR: 70%

PROPOSED ISR

	ISR	IMPERVIOUS	PERVIOUS	PARCEL AREA
LOT A	*	* AC	* AC	* AC
LOT B	*	* AC	* AC	* AC
LOT C**	53%	7.72 AC	6.80 AC	14.52 AC
LOT D	*	* AC	* AC	* AC
SUB-TOTAL	53%	7.72 AC	6.80 AC	14.52 AC
POND 400	0%	0.00 AC	9.81 AC	9.81 AC
DP Total (including Pond 400)	32%	7.72 AC	16.61 AC	24.33 AC

* TO BE DETERMINED AT TIME OF FUTURE DP

** CALCULATIONS SUBJECT TO CHANGE WITH THE ADDITION OF FUTURE BUILDINGS

LOT CRITERIA

SETBACKS (MINIMUMS)

FRONT: 10'
 MAJOR COLLECTOR: 55' from Centerline of ROW
 SIDE: 5'
 REAR: 10'

BUILDING SUMMARY

	BUILDING AREA	PARCEL AREA	FAR PROVIDED	MAX FAR
LOT A	* SF	3.39 AC	*	0.20
LOT B	* SF	1.07 AC	*	0.20
LOT C**	40,000 SF	14.52 AC	0.06	0.20
LOT D	* SF	15.58 AC	*	0.20

* TOTAL DETERMINED AT TIME OF INDIVIDUAL DP. TOTAL FAR NOT TO EXCEED FAR USE LOT IN RW-2 ENTITLEMENT

** CALCULATIONS SUBJECT TO CHANGE WITH THE ADDITION OF FUTURE BUILDINGS

BUILDING HEIGHT

MAX (CODE): 150 FT PER CODE SEC 38-1390.3

LIGHTING

SEE ATTACHED LIGHTING PLANS. SITE LIGHTING SHALL COMPLY WITH ARTICLE XVI OF ORANGE COUNTY CODE.

SIGNAGE

SIGNAGE SHALL BE IN ACCORDANCE WITH THE HAMLIN PD MASTER SIGN PLAN AS ADOPTED.

SOILS

CANDLER FINE SAND: 87%
 CANDLER-APOPKA FINE SAND: 4%
 WATER: 9%

FLOOD PLAIN

FEMA FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12095C0375 & 12095C0380, REVISED SEPTEMBER 25, 2009 IDENTIFIES A MAJORITY OF THE LANDWARD AREA WITHIN ZONE X, OUTSIDE THE 500-YEAR FLOOD ZONE.

PHASING

LOT A, B, C, AND D MAY BE BROKEN INTO PHASES. PHASES TO BE DETERMINED AT TIME OF INDIVIDUAL DP. FUTURE BUILDINGS LOCATED WITHIN LOT C WILL ONLY NEED A DP CHANGE DETERMINATION. A PSP MODIFICATION FOR APPROVAL WILL NOT BE REQUIRED.

PARKING SUMMARY

PARKING REQUIRED ¹ UNDER THIS DP	5 SP/1,000 SF	30,000 X 5/1,000 =	200
PARKING PROVIDED ²			148
BICYCLE PARKING REQUIRED ³			21
BICYCLE PARKING PROVIDED ³			22
HC PARKING REQUIRED ⁴	ADA MIN. 12% OF TOTAL		19
HC PARKING PROVIDED ⁴			19

¹ PER SEC 38-1476(1)

² PER SEC 38-1484

³ ADDITIONAL BICYCLE SPACES TO BE PROVIDED AT TIME OF FUTURE DEVELOPMENT PLAN

⁴ ADDITIONAL HANDICAP SPACES TO BE PROVIDED AT TIME OF FUTURE DEVELOPMENT PLAN

CONSERVATION AREA

AN ORANGE COUNTY CONSERVATION AREA DETERMINATION CAD-11-08-036 WAS COMPLETED THAT INCLUDED THIS PROJECT SITE. WETLAND CLASSIFICATIONS WERE DETERMINED ON AND AGREED UPON. THE CERTIFIED SURVEY OF THE CONSERVATION AREA BOUNDARY WAS APPROVED. ORANGE COUNTY CONSERVATION AREA IMPACT PERMITS CAD-12-09-034 PERMIT WAS APPROVED. THIS PLAN WILL COMPLY WITH ALL RELATED PERMIT CONDITIONS OF APPROVAL.

RW-2 ENTITLEMENTS

	HOTEL (ROOMS)	NON-RESIDENTIAL (SF)
TOTAL ALLOWED	2%	311,100
170,000 SF OF 114,000 PSF	0	41,000
REMAINING FOR FUTURE DEVELOPMENT	0	271,100

BASIN 100C AREA SUMMARY

ALLOWED:

100% ALLOWANCE: 46.60 AC
 100% IMPERVIOUS SURFACE AREA: 53.70 AC
 (PER ROW 11.15 AND 11.16 PERMITS 100-107)

PROPOSED:

	TOTAL AREA	IMPERVIOUS AREA	
LOT A	3.39 AC	* AC	
LOT B-1	1.07 AC	* AC	
LOT C	14.52 AC	7.72 AC	
LOT D	15.58 AC	* AC	
TOTAL	34.56 AC	7.72 AC	80% ISR

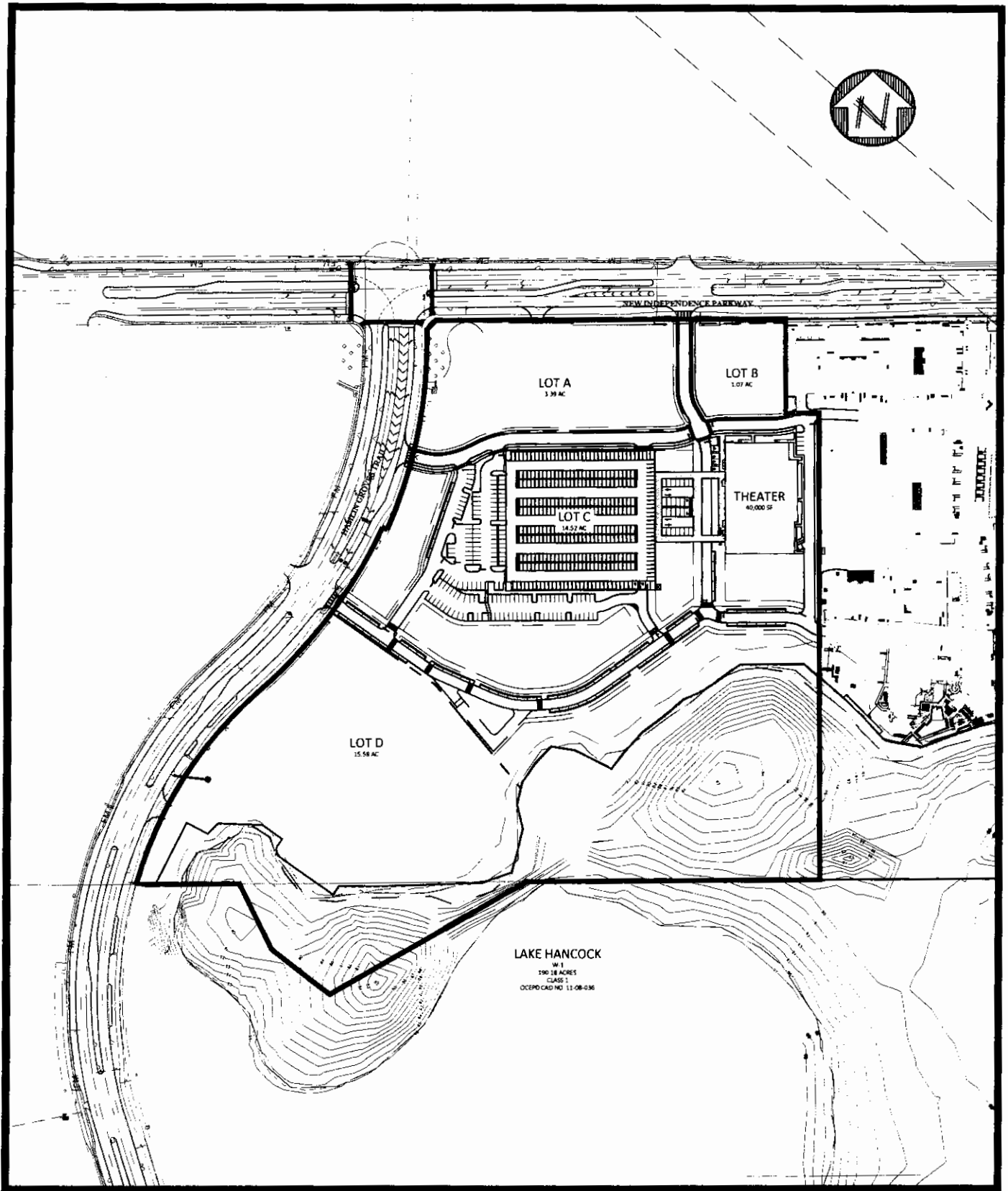
**KELLY,
 COLLINS &
 GENTRY, INC.**

ENGINEERING / PLANNING

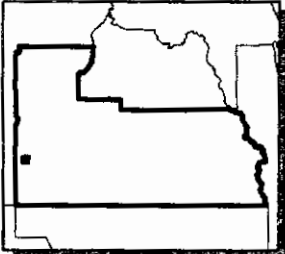
Scale: NOT TO SCALE
 Date: 1/2/17
 S: 20 T: 23 R: 27
 Job #: 1203.000
 Drawn by: RMG
 Appvd. by: JAM

**HAMLIN SEC
 COMMERCIAL**

Exhibit: SITE DATA AND NOTES
 Source: KCG ENGINEERING
 Area: ORANGE COUNTY, FL

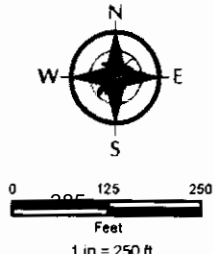


KELLY, COLLINS & GENTRY, INC.	Scale: 1" = 160' Date: 1/2/17	HAMLIN SEC COMMERCIAL	
	S: 20 T: 23 R: 27 Job # : 1203.000 Drawn by: RMG Appvd. by: JAM		
ENGINEERING / PLANNING		Exhibit: SITE PLAN EXHIBIT Source: KCG ENGINEERING Area: ORANGE COUNTY, FL	1 of 1



Hamlin PD - UNP / RW-2
Hamlin SEC Commercial PSP / DP

Parcels	Jurisdiction
Subject Property	Hydrology





Interoffice Memorandum

DATE: January 20, 2017

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

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: February 7, 2017 – Public Hearing
Christina Baxter, Poulos & Bennett, LLC
Moss Park Planned Development (PD) / Western Portion of
Parcel N Preliminary Subdivision Plan (PSP)
Case # CDR-16-09-324 / District 4

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of December 21, 2016, to approve a substantial change to the Moss Park PD / Western Portion of Parcel N Preliminary Subdivision Plan to add a north / south road and 14 lots east of Stormwater Tract SW-2 within Phase 4; reduce Future Development Tract FD-2 from 12.22 acres to 9.04 acres; remove Phase 5 and associated lots and designate as Future Development Tract FD-4; increase the number of 50-foot wide lots and decrease the number of 60-foot wide lots in Phase 4; reduce Park Tract P-3 from 0.87 acres to 0.83 acres; and increase the lot count from 309 units to 317 units.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Moss Park Planned Development (PD) / Western Portion of Parcel N Preliminary Subdivision Plan (PSP) dated “Received November 9, 2016”, subject to the conditions listed under the DRC Recommendation in the Staff Report. District 4**

JVW/JS/lme
Attachments

CASE # CDR-16-09-324

Commission District # 4

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of December 21, 2016, to approve a substantial change to the Moss Park PD / Western Portion of Parcel N Preliminary Subdivision Plan to add a north / south road and 14 lots east of Stormwater Tract SW-2 within Phase 4; reduce Future Development Tract FD-2 from 12.22 acres to 9.04 acres; remove Phase 5 and associated lots and designate as Future Development Tract FD-4; increase the number of 50-foot wide lots and decrease the number of 60-foot wide lots in Phase 4; reduce Park Tract P-3 from 0.87 acres to 0.83 acres; and increase the lot count from 309 units to 317 units.

2. PROJECT ANALYSIS

- A. Location: South of Wewahootee Road / East of John Wycliffe Boulevard
- B. Parcel ID: 11-24-31-5270-06-002; 11-24-31-5270-06-003;
11-24-31-5270-19-002 (affected parcels only)
- C. Total Acres: 142.92 (entire PSP)
- D. Water Supply: Orange County Utilities
- E. Sewer System: Orange County Utilities
- F. Schools: Eagle Creek ES - Capacity: 830 / Enrolled: 946
Lake Nona MS - Capacity: 1,235 / Enrolled: 1,802
Lake Nona HS - Capacity: 2,807 / Enrolled: 2,532
- G. School Population: 133
- H. Parks: Moss Park – 2.3 Miles
- I. Proposed Use: 317 Single-Family Residential Dwelling Units
- J. Site Data: Maximum Building Height: 35' (2-stories)
Minimum Living Area: 1,000 Square Feet
Building Setbacks:
 - 20' Front
 - 15' Front with Alley
 - 20' Rear
 - 5' Side
 - 10' Side Street
 - 10' Front Porch

K. Fire Station: 77 – 11501 Moss Park Road

L. Transportation: Innovation Way (Moss Park DRI): The Moss Park Transportation and Proportionate Share Agreement among Orange County and Lake Hart Partners, LTD, Lake Hart Partners II, LTD, Crittenden Fruit Company, Inc., Campus Crusade for Christ, Inc., and Wycliffe Bible Translators, Inc. (collectively, "Owners") for the dedication of right-of-way, design and future construction of the Innovation Way Transportation Corridor and the payment of Proportionate Share funds was approved by the Board of County Commissioners on August 28, 2012. The Agreement provides that the Owners Proportionate Share Contribution amount is \$1,383,000.00. This amount is to be paid in three equal installment payments with the first payment made when the Phase II Project exceeds a trip generation of 12,279 external average daily trips, then the second payment due twelve months thereafter, and the third payment due 24 months after the first payment. The Owners agree to dedicate the Right-of-Way and Easements needed for the Innovation Way Transportation Corridor with the County responsible for the eminent domain of Right-of-Way from the Beazer parcel. Orange County Utilities will fund up to \$500,000 for the Design, Engineering and Permitting to be reimbursed through an MSBU to be set up on Parcel N. The Owners will complete the Design, Engineering and Permitting of Sections 1, 2, and 3 of the Innovation Way Transportation Corridor as biddable plans according to the attached Scope of Services. Lake Hart Partners II, LTD has the right but not the obligation to construct the transportation improvements for road impact fee credits.

Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.

3. COMPREHENSIVE PLAN

The PD has an underlying Future Land Use Map (FLUM) designation of PD-IND/INST/O/C/LDR/LMDR/MDR/CONS (Planned Development - Industrial / Institutional / Office / Commercial / Low Density Residential / Low Medium Density Residential / Medium Density Residential / Conservation). The PD/LUP designates the property as Parcel N (N1 & N2) approved for 670 single family residential dwelling units. The project is consistent with the Comprehensive Plan.

4. ZONING

PD (Planned Development) (Moss Park PD)

5. REQUESTED ACTION:

Approval subject to the following conditions:

1. Development shall conform to the Moss Park PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Western Portion of Parcel N Preliminary Subdivision Plan dated "Received November 9, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received November 9, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project.

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

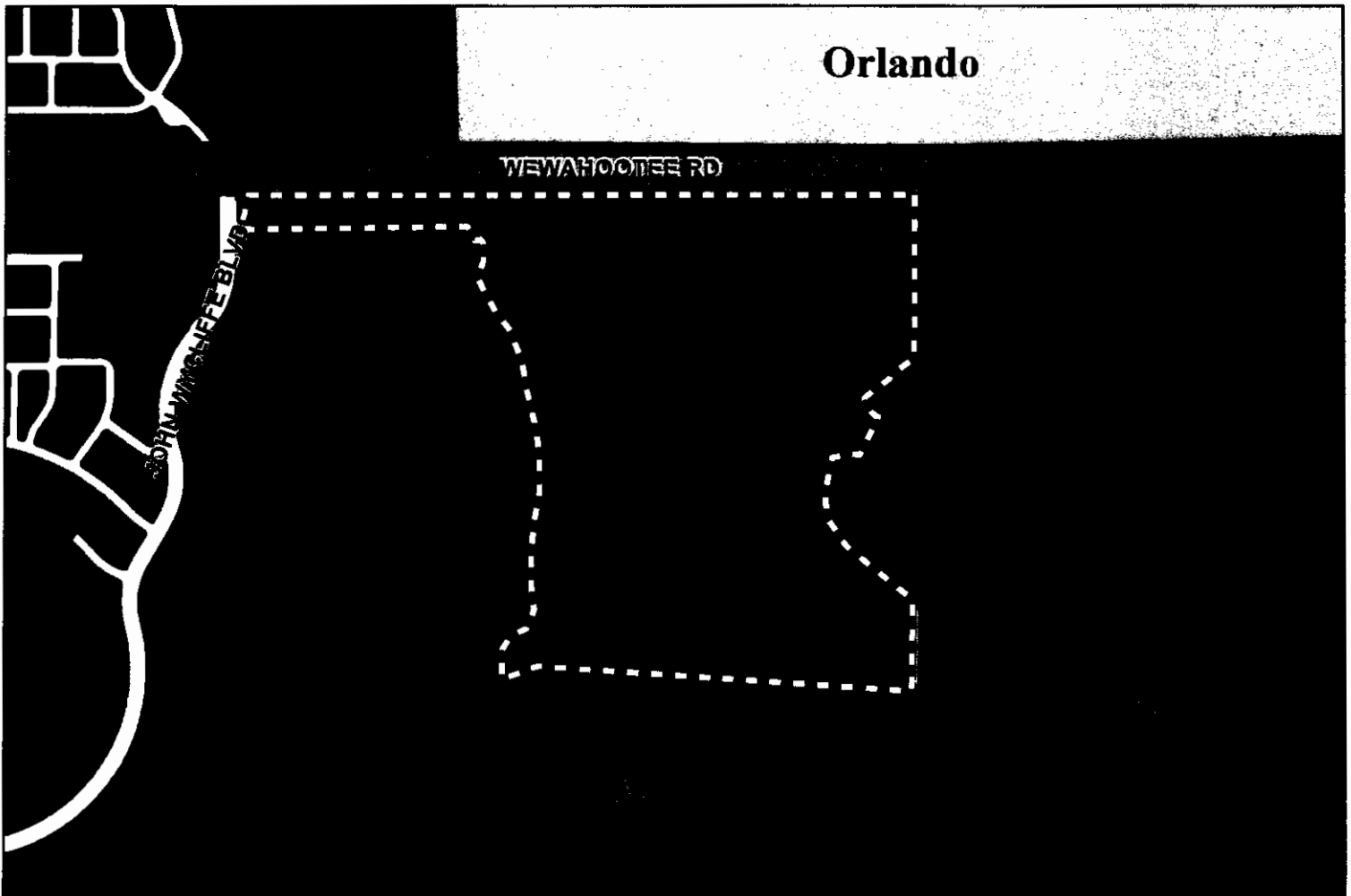
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. The project shall comply with the terms and conditions of the road agreement for Innovation Way South.
7. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
8. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
9. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
10. Construction plans within this PSP shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.
11. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated February 16, 2016, shall apply:
 - a. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.

- b. Roads and drainage system(s), including any retention pond(s), will be owned and maintained by Orange County with a Municipal Service Benefit Unit (MSBU) established for stormwater system functionality. Routine maintenance, including mowing, beyond that provided by the County, shall be the responsibility of the Homeowners' Association.
 - c. A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel, and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records section. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.
 - d. Prior to Certificate of Completion for the subdivision infrastructure, a Development Plan shall be submitted, approved and constructed for the park tracts located within this PSP or within any phase of the PSP.
 - e. The outfall ditch from Pond SW-7 to the eastern boundary of the PSP shall be relocated to lie within the proposed B-2 and B-3 tracts with a drainage easement dedicated to the County or an additional drainage easement must be provided over the existing outfall ditch. The relocation or easement dedication must occur prior to the Phase 2 Certificate of Completion.
12. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated June 3, 2014, shall apply:
- a. At the time of platting, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is vested and/or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.

- b. The applicant must apply for a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to platting. Nothing in this condition, and nothing in the decision to approve this preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
- c. Design of the intersection at the entrance to Parcel "N" must be approved by the County Engineer, with notice provided to property owner(s) to the north of the project.
- d. Developer shall provide pedestrian connectivity to the Innovation Way South Sidewalk from Park & Recreation Tracts, P3 and P4 at the time Tract FD-02 is developed.
- e. Simultaneously with the recording of the subdivision plat, the developer shall record in the public records of Orange County, Florida, a declaration of covenants, conditions, and restrictions governing Parcel N, the terms of which shall include a conspicuous requirement that each purchaser of a residential lot in the subdivision for the personal or family uses of the purchaser(s) must be given a copy of the declaration at or prior to the time the sales contract is executed by the purchaser(s), together with a disclosure statement to be executed by the initial purchaser(s) stating as follows: "I/We acknowledge, understand, and accept that I/we am/are purchasing a lot or home in a subdivision that, on the date of its approval by the Board of County Commissioners on June 3, 2014, is located west of a fuse and explosive element manufacturing and testing facility located at 13336 Wewahootee Road, the Orange County Shooting Range located at 14500 Wewahootee Road, and the Central Florida Rifle Pistol Club located at 14646 Wewahootee Road. I/We also acknowledge, understand, and accept that noises, odors, vibrations, and aesthetic objections may be associated with those uses." In addition to the declaration requirement described above, the developer shall incorporate the following statement into each deed initially conveying title to a lot: "The property being conveyed is part of the Moss Park PD I Western Portion of Parcel N Subdivision, which is located adjacent to a fuse and explosive manufacturing and testing facility, a shooting range, and a rifle/pistol club." (LUP Condition of Approval #14 from BCC Minutes of June 3, 2014). The proximity of the subdivision to the fuse and explosive element manufacturing and testing facility, shooting range, and rifle/pistol club shall also be conspicuously notated on the plat.

- f. A Utilities Developer Agreement related to the oversizing of utility mains included in this PSP will be required and executed prior to construction plan approval. The terms of the agreement will be determined based on the MUP for this PSP.
- g. The area designated on the plan as "future development" (Tract FD-02) is not approved with this plan and shall be resubmitted as a later phase of the PSP.
- h. A second access point to the future Innovation Way South alignment shall be provided prior to or concurrent with the certificate of completion of Phase 4 of this Moss Park Parcel N PSP and said second access point may be located across ~~Parcel~~ Tract FD-02 as a non-substantial change to this Moss Park Parcel N PSP.
- i. Within 150 days of approval of this Moss Park Parcel N PSP and prior to the platting and recordation of the plat of Phase 2 of the Moss Park Parcel N PSP ("Phase 2"), Developer shall cause the modification of the Conservation Easement granted to the South Florida Water Management District recorded in Orange County Official Records Book 09815, Pages 850-864 to allow for passive recreation within the Conservation Easement area. Within 60 days of the recording of the above described modification to the Conservation Easement ("Amended Conservation Easement") and prior to platting of Phase 2, Developer shall convey to the County by Special Warranty Deed the northerly 4 acres (the "4 acres") of that area described as Wetland 20 in the above-described Conservation Easement, which wetland is contiguous to county-owned property. The 4 acres shall be conveyed in accordance with County requirements, including but not limited to an acceptable signed and sealed legal description and sketch, Title Insurance Commitment evidencing the property is free and clear of all liens and encumbrances except the Amended Conservation Easement and other matters of record that do not materially interfere with utilization of the property to be conveyed for passive recreation purposes. The Developer shall be solely responsible for all costs associated with the conveyance. The property is to be used for purposes of being combined with adjacent County owned property of approximately 16 acres for a 20 acre County park.



Subject Property



Subject Property

Zoning

ZONING: PD (Planned Development District)
(Moss Park PD)

APPLICANT: Poulos & Bennett, LLC

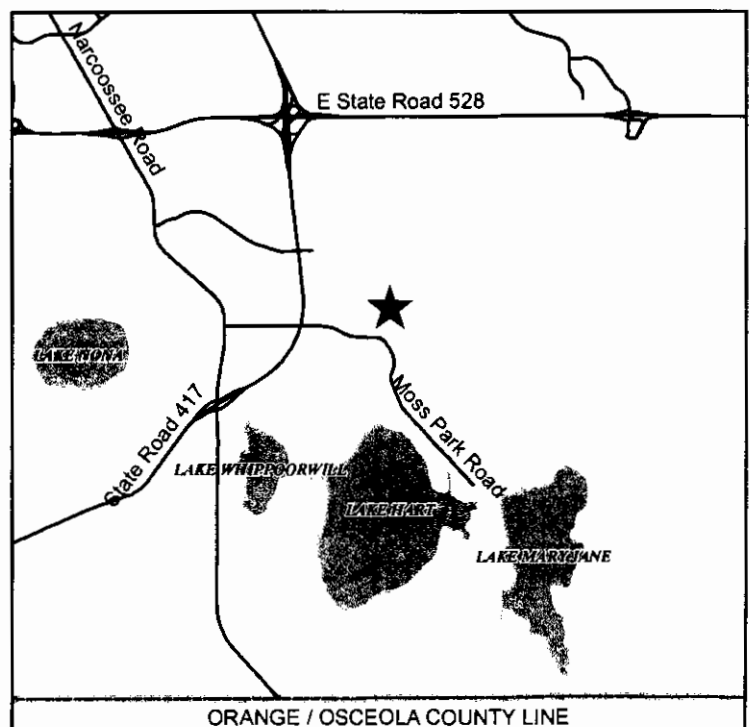
LOCATION: South of Wewahootee Road /
East of John Wycliffe Boulevard

TRACT SIZE: 142.92 gross acres (entire PSP)

DISTRICT: #4

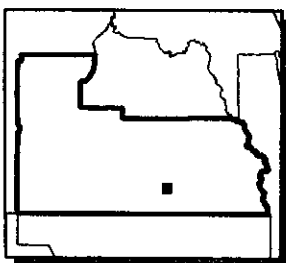
S/T/R: 11/24/31

1 inch = 1,000 feet



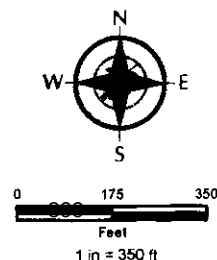


Kuiper International, Inc.



Moss Park PD / Western Portion of Parcel N PSP Substantial Change

Parcels	Jurisdiction
Subject Property	Hydrology





Interoffice Memorandum

January 12, 2017

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

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: February 7, 2017 - Public Hearing
Kelly Miller Levine
Conventional Rezoning Case # RZ-16-07-019
(Pulled from the July 21, 2016 PZC Recommendations Book)

This request is to rezone a 1.03-acre parcel located at 1050 E. Wallace Street, from R-1A (Single-Family Dwelling District) to R-1 (Single-Family Dwelling District), in order to subdivide and develop three (3) lots with one (1) conventional single-family detached dwelling unit per lot.

On July 21 2016, the Planning and Zoning Commission (PZC) made a finding of consistency with the Comprehensive Plan, and recommended approval of the request, subject to three (3) restrictions. The request has also been continued twice by the BCC, once on August 16, 2016 and most recently on December 13, 2016. As summarized in the staff report, a community meeting was held at Pine Castle Elementary School on September 14, 2016, with residents in attendance expressing opposition.

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14. Copies of these forms may be obtained in the Planning Division for further reference.

ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan and APPROVE the requested R-1 (Single-Family Dwelling District) zoning, subject to the restrictions listed under the PZC Recommendation in the Staff Report. District 3

Attachment

GENERAL INFORMATION

APPLICANT	Kelly Miller Levine
OWNER	Nascosto Investments, LLC
HEARING TYPE	Planning and Zoning Commission
REQUEST	R-1A (Single-Family Dwelling District) to R-1 (Single-Family Dwelling District)
LOCATION	1050 E. Wallace Street; or generally on the south side of E. Wallace Street, and immediately east of the E. Fillmore Avenue terminus and the E. Pierce Avenue terminus
PARCEL ID NUMBER	24-23-29-3400-00-178
PUBLIC NOTIFICATION	<p>The notification area for this public hearing extended beyond 900 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Two-hundred fifty-two (252) notices were mailed to those property owners in the mailing area.</p> <p>A community meeting was held for this application on September 14, 2016 at Pine Castle Elementary School (<i>refer to meeting summary on page 3</i>).</p>
TRACT SIZE	1.03 gross acres
PROPOSED USE	Three (3) lots / single-family detached dwelling units

STAFF RECOMMENDATION

PLANNING

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the R-1 (Single-Family Dwelling District) zoning, subject to the following two (2) restrictions:

1. The subject property shall be limited to a maximum of three (3) single-family detached residential lots / dwelling units; and
2. Issuance of subsequent development permits shall be contingent upon meeting all applicable R-1 development standards and/or variances as may be issued by the Board of Zoning Adjustment (BZA).

IMPACT ANALYSIS

Land Use Compatibility

The R-1 (Single-Family Dwelling District) zoning would allow for residential development that is compatible with the character and development style of the surrounding area, and would not adversely impact adjacent properties.

Comprehensive Plan (CP) Consistency

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Low Density Residential (LDR). The R-1 (Single-Family Dwelling District) zoning is consistent with the LDR FLUM designation and the following Comprehensive Plan provisions:

FLU1.1.5 states that Orange County shall encourage mixed-use development, infill development and transit-oriented development to promote compact urban form and efficiently use land and infrastructure in the Urban Service Area.

FLU1.4.1 states Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.

GOAL FLU2 states that Orange County will encourage urban strategies such as infill development, coordinated land use and transportation planning, and mixed-use development, which promote efficient use of infrastructure, compact development and an urban experience with a range of choices and living options.

OBJ FLU2.1 states that Orange County shall promote and encourage infill development through incentives identified in the Land Development Code for relatively small vacant and underutilized parcels within the County's established core areas in the Urban Service Area.

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU8.2.1 states that land use changes shall be required to be compatible with existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

FLU8.2.11 states that compatibility may not necessarily be determined to be a land use that is identical to those uses that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project and its function in the broader community, as well its contribution toward the Goals and Objectives in the CP. The CP shall specifically allow for such a balance of considerations to occur.

Community Meeting Summary

A community meeting was held on September 14, 2016 at Pine Castle Elementary School. Excluding the applicant and various Orange County staff, six (6) residents were in attendance. Community residents were strongly opposed to the request to change the zoning and general development of the subject property. Issues raised included the impact to existing drainage easements on the subject property, removal of secondary access to adjacent properties, compatibility with existing single-family homes, and removal of public ingress and egress across the subject property.

SITE DATA

Existing Use	Undeveloped Residential
Adjacent Zoning	N: C-2 (General Commercial District) (1975) E: R-1A (Single-Family Dwelling District) (1957) W: R-1 (Single-Family Dwelling District) (2016) R-1A (Single-Family Dwelling District) (1957) S: R-1A (Single-Family Dwelling District) (1957)
Adjacent Land Uses	N: Fire Station E: Single-Family Residential W: Single-Family Residential S: Church

R-1 (SINGLE-FAMILY DWELLING DISTRICT) DEVELOPMENT STANDARDS*

Min. Lot Area:	5,000 sq. ft.
Min. Lot Width:	50 ft.
Max. Height:	35 ft.
Min. Floor Area:	1,000 sq. ft.
Building Setbacks:	
<i>Front:</i>	20 ft.
<i>Rear:</i>	20 ft.
<i>Side:</i>	5 ft.

* These regulations may not reflect the actual requirements for all situations; see the Orange County Zoning Code for actual regulations for site requirements for this zoning district.

Permitted Uses

Per Section 38-276 of the Orange County Code, the intent and purpose of the R-1 zoning district is provide residential development similar in general character to the R-1AA and R-1A zoning districts, but with smaller minimum lots and yards, and a corresponding increase in population density.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code.

SPECIAL INFORMATION

Subject Property Analysis

The subject 1.03-acre parcel is generally located on the south side of E. Wallace Street, and immediately east of the E. Fillmore Avenue terminus and the E. Pierce Avenue terminus. The subject property also falls within the Pine Castle neighborhood, which is primarily developed with a mixture of single family and two-family dwelling units, and commercial activity along the Orange Avenue corridor. The property owner is seeking to rezone the 60' x 750' parcel with the intent to create a maximum of three (3) single family lots with detached dwelling units.

It should be noted that there are two (2) contiguous 15-foot wide Orange County drainage easements along and within the length of the western half of the property boundary, resulting in a 30-foot wide linear strip of developable property along the eastern half. Given the applicable front, rear and side setbacks of the R-1 (Single-Family Dwelling District) zoning, and the applicant's desire to construct three (3) single family units, the applicant has been advised of potential development constraints and required zoning variances.

Comprehensive Plan (CP) Amendment

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Low Density Residential (LDR) Future Land Use Map (FLUM) designation.

State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

Rural Settlement

The subject property is not located within a Rural Settlement.

Preservation District

The subject property is located within the Pine Castle Preservation District

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an overlay district.

Airport Noise Zone

The subject property is not located within an Airport Noise Zone.

Environmental

The Orange County Environmental Protection Division had no comments regarding the proposed rezoning.

Transportation / Access

This parcel is in the designated Alternative Mobility Area (AMA) and is therefore exempt from transportation concurrency. However, transit is available along Orange Avenue which is within a quarter mile walking distance of this parcel. The area is currently served by Lynx Links # 7, 11, and 18, which provide connections to the Lynx Central Station and the Sunrail Station. Based on the 9th Edition of the trip generation manual, the proposed development will generate 4 PM peak hour trips.

Code Enforcement

There are no active Code Enforcement violations on the subject property.

Water / Wastewater / Reclaim

	<u>Existing service or provider</u>	
Water:	Orlando Utilities Commission	
Wastewater:	Orange County Utilities	The nearest gravity main is located on E. Wallace St. approximately 700 feet from this property. The nearest force main is located on E. Wallace St. at a distance of approximately 500 feet.
Reclaim Water:	Orange County Utilities	There are no reclaimed water mains in the vicinity of this site.

Schools

Orange County Public Schools (OCPS) considers the impact to affected public schools to be "de minimus"; therefore a Capacity Enhancement Agreement (CEA) is not required.

Parks and Recreation

Orange County Parks and Recreation did not provide any objections to the rezoning request.

Specific Project Expenditure Report and Relationship Disclosure Form

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

PZC Recommendation – (July 21, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the R-1 (Single-Family Dwelling District) zoning, subject to the following two (2) restrictions:

1. The subject property shall be limited to a maximum of three (3) single-family detached residential lots / dwelling units; and
2. Issuance of subsequent development permits shall be contingent upon meeting all applicable R-1 development standards and/or variances as may be issued by the Board of Zoning Adjustment (BZA).

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

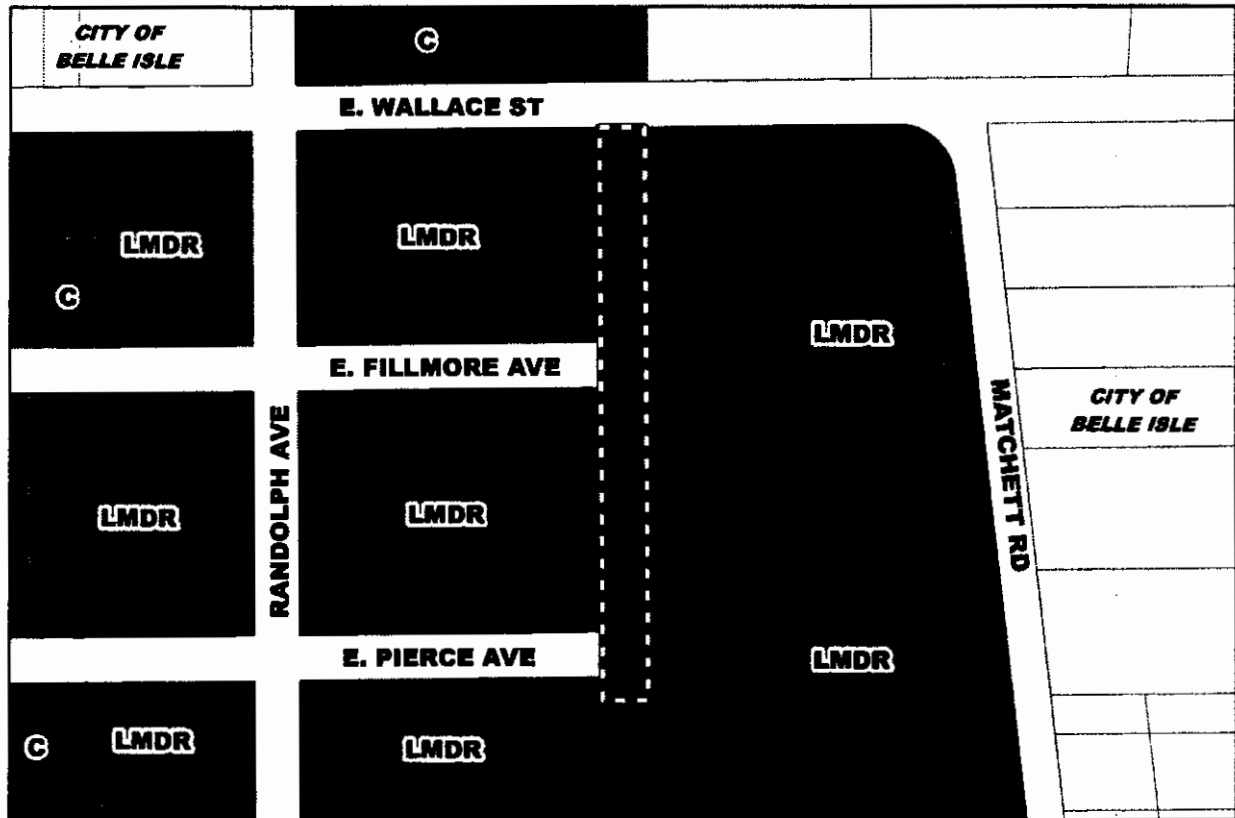
The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested R-1 (Single-Family Dwelling District) zoning, subject to two (2) restrictions.

Staff indicated that two hundred fifty-two (252) notices were mailed to surrounding property owners within a buffer extending beyond 900 feet from the subject property, with seven (7) responses in opposition to the request received. The applicant was present and agreed with the staff recommendation. Two (2) members of the surrounding community were also present to express opposition to the request. Reasons for opposition were general incompatibility with the neighborhood, fear of increased crime, and potential elimination of secondary access to adjacent properties.

Following lengthy discussion among the PZC and staff, a motion was made by Commissioner Demostene to find the request to be consistent with the Comprehensive Plan and to recommend **APPROVAL** of the R-1 (Single-Family Residential District) zoning, subject to two (2) restrictions. Commissioner DiVecchio seconded the motion, which was then carried on a 7-1 vote.

Motion / Second	<i>Tina Demostene / Pat DiVecchio</i>
Voting in Favor	<i>Tina Demostene, Pat DiVecchio, Paul Wean, JaJa Wade, Jimmy Dunn, Jose Cantero, and Yog Melwani</i>
Voting in Opposition	<i>Rick Baldocchi</i>
Absent	<i>Marvin Barrett</i>

RZ-16-07-019



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Low Medium Density Residential (LMDR)

APPLICANT: Kelly M. Levine

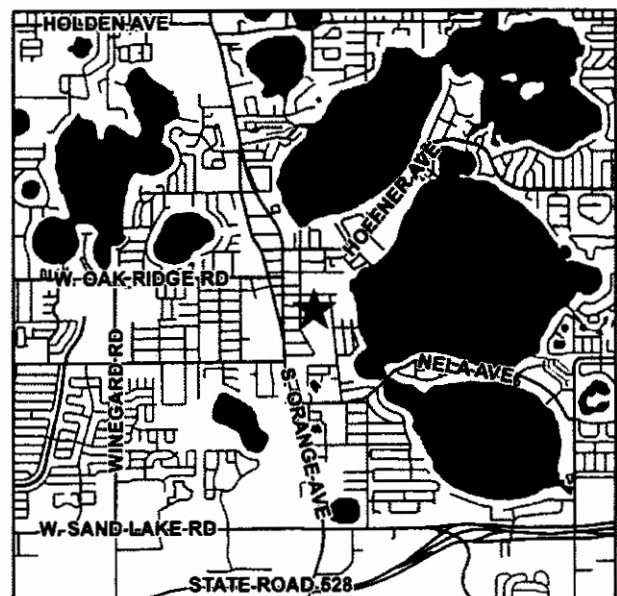
LOCATION: 1050 E. Wallace Street; or generally on the south side of E. Wallace Street, and immediately east of the E. Fillmore Avenue terminus and the E. Pierce Avenue terminus

TRACT SIZE: 1.032 gross acres

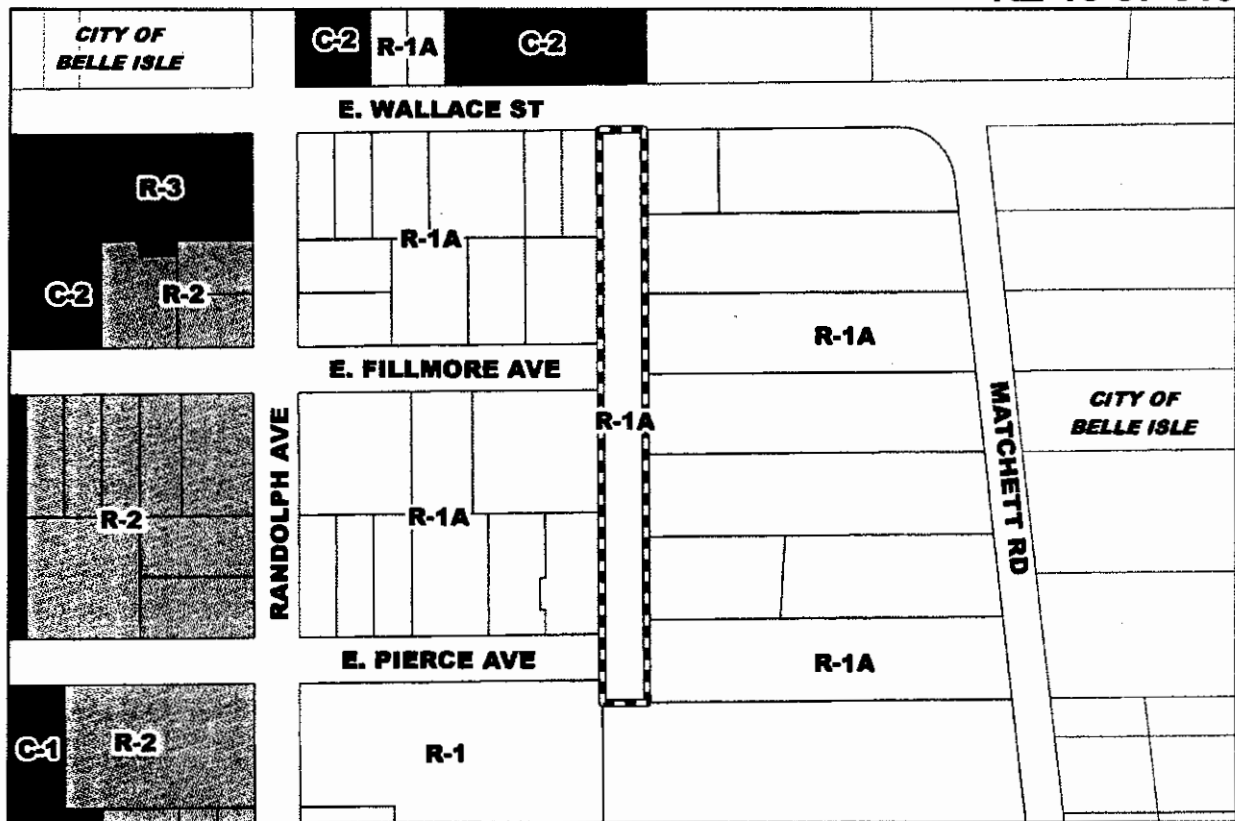
DISTRICT: # 3

S/T/R: 24/23/29

1 inch = 208 feet



RZ-16-07-019



 Subject Property



★ Subject Property

Zoning Map

ZONING: R-1A (Single-Family Dwelling District) to
 R-1 (Single-Family Dwelling District)

APPLICANT: Kelly M. Levine

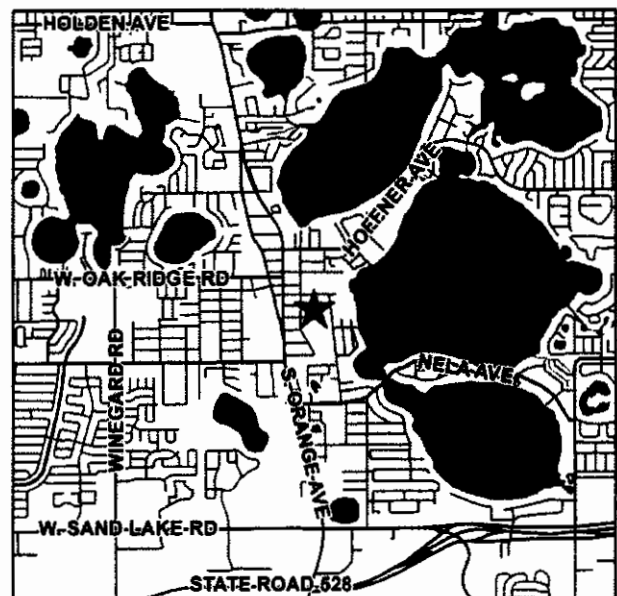
LOCATION: 1050 E. Wallace Street; or generally on the
 south side of E. Wallace Street, and
 immediately east of the E. Fillmore Avenue
 terminus and the E. Pierce Avenue
 terminus

TRACT SIZE: 1.03 gross acres

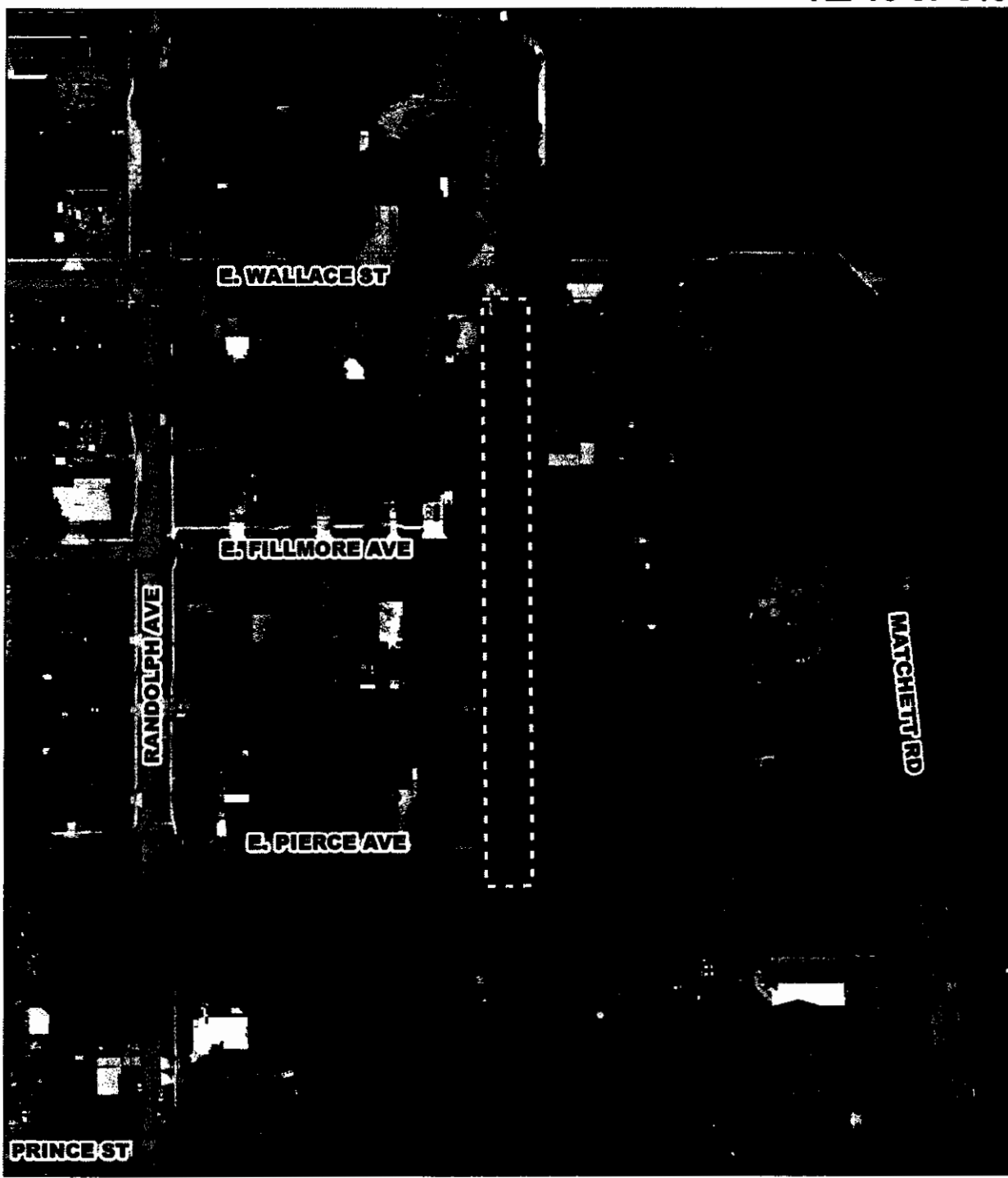
DISTRICT: # 3

S/T/R: 24/23/29

1 inch = 208 feet



RZ-16-07-019

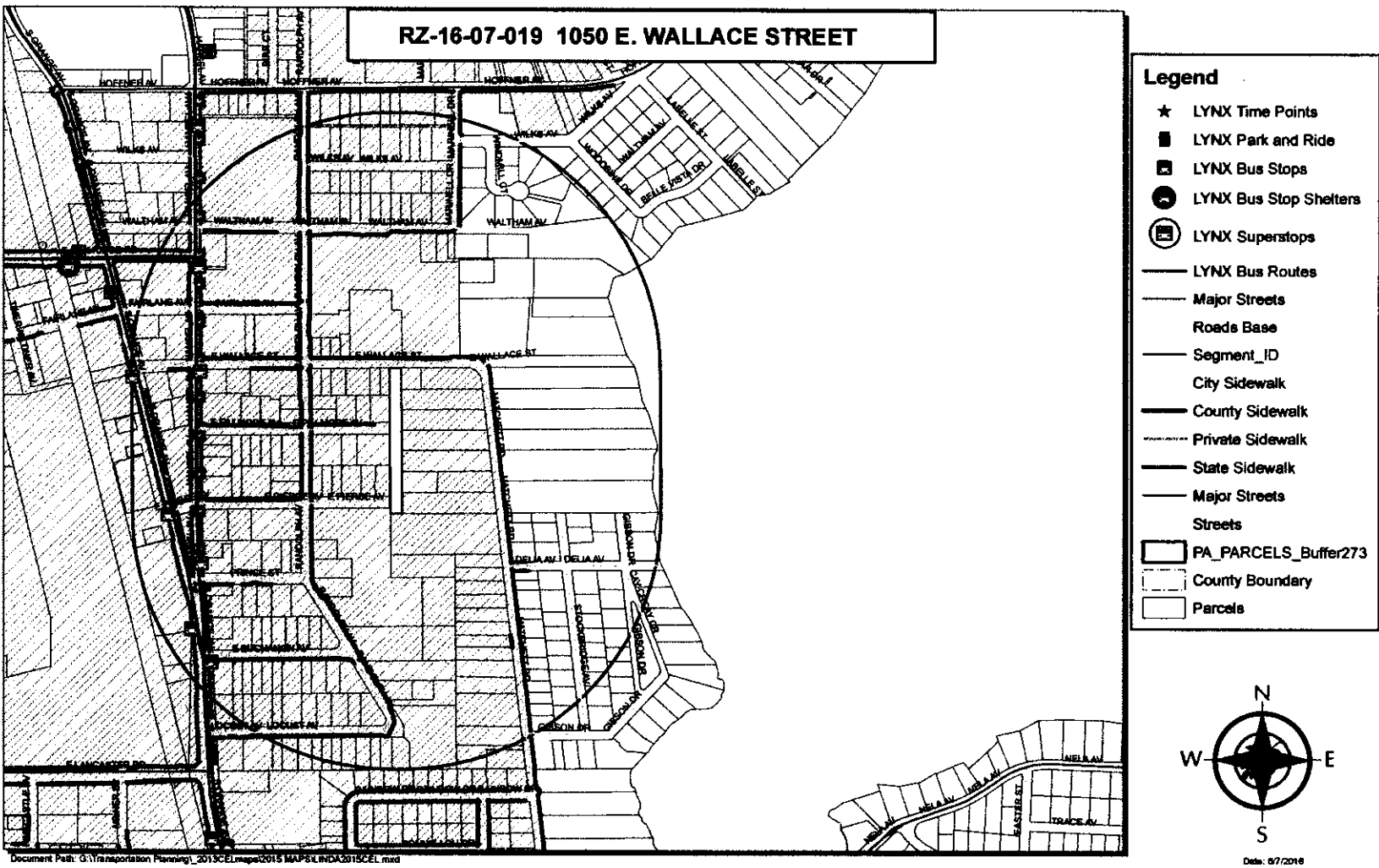


 Subject Property



1 inch = 167 feet

Alternative Mobility Area Context Map



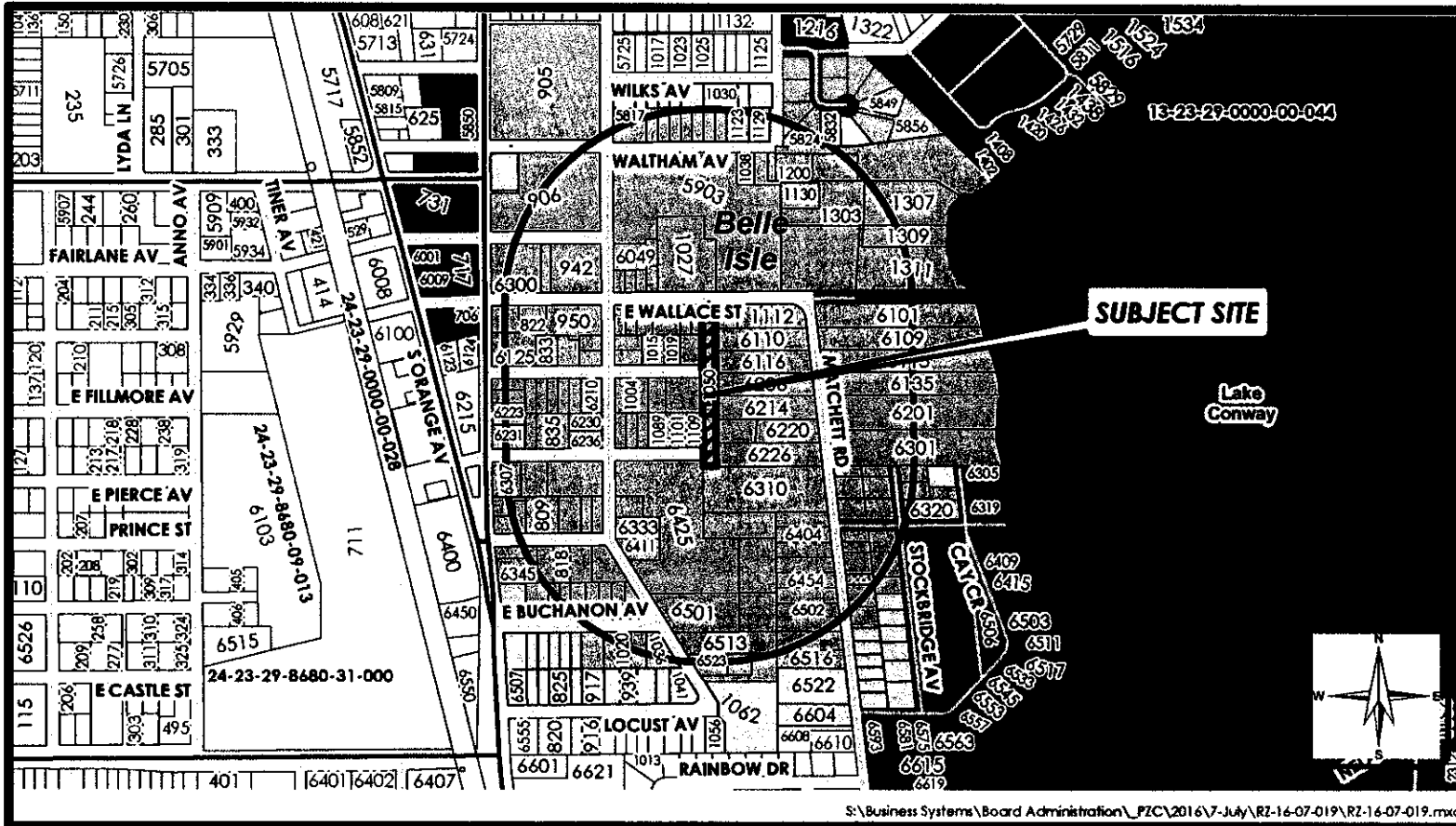


Public Notification Map

RZ-16-07-019

900 FT BUFFER, 252 NOTICES

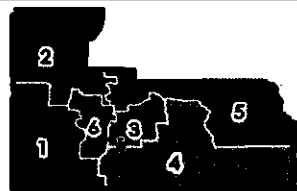
Notification Map



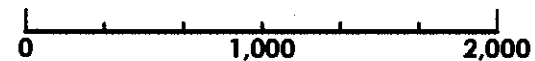
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MAP LEGEND

	SUBJECT		NOTIFIED PARCELS		PARCELS
	900_FT_BUFFER		ADDITIONAL_SELECTION		
	HYDROLOGY		ADDITIONAL PARCELS		



1 inch = 651 feet
Feet



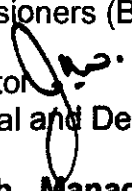
Case # RZ-16-07-019
Orange County Planning Division
BCC Hearing Date: February 7, 2017

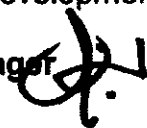


Interoffice Memorandum

January 25, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

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

CONTACT PERSON: **Alberto A Vargas, MArch., Manager** 
Planning Division
(407) 836-5616

SUBJECT: February 7, 2017 – Public Hearing
Ordinance repealing the Convention Plaza District Overlay
Zone and creating the I-Drive District Overlay Zone
Chapter 38, Article VII, Division 4.5, Orange County Code

On December 13, 2016, the Board of County Commissioners (BCC) held the first of two public hearings amending Chapter 38, Article VII, Division 4.5, Orange County Code to repeal the Convention Plaza District Overlay Zone and creating the I-Drive District Overlay Zone. The second public hearing will be held on February 7, 2017.

The new I-Drive District Overlay Zone includes code standards that implement the I-Drive District 2040 Vision (accepted by the BCC November 2015), the Comprehensive Plan Amendment 2016-1-B-CP-1 (adopted by the BCC on June 28, 2016), and the Mayor's "Our Home For Life" Sustainable Orange County Plan (accepted by the BCC May 2014).

On October 20, 2016, the Planning and Zoning Commission voted unanimously to make a finding of consistency with the Comprehensive Plan and recommended repealing Orange County Code Chapter 38, Sections 860-869, Convention Plaza District Overlay Zone and replacing it with the I-Drive District Overlay Zone.

ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan and approve the Ordinance repealing the Convention Plaza District Overlay Zone and creating the I-Drive District Overlay Zone, Chapter 38, Articles VII, Division 4.5, Orange County Code.

TM/ tlp

Attachment- I-Drive District Overlay Document/ Ordinance

ORDINANCE NO. 2017-_____

AN ORDINANCE AFFECTING THE USE OF LAND IN ORANGE COUNTY, FLORIDA; REPEALING THE CONVENTION PLAZA DISTRICT (CPD) OVERLAY ZONE, CODIFIED AT DIVISION 4.5 OF ARTICLE VII OF CHAPTER 38 OF THE ORANGE COUNTY CODE (SECTION 38-860 THROUGH SECTION 38-875); CREATING IN ITS PLACE AN I-DRIVE DISTRICT OVERLAY ZONE AT DIVISION 4.5 OF ARTICLE VII OF CHAPTER 38; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Repeal of the Convention Plaza District (CPD) Overlay Zone. Division 4.5 of Article VII of Chapter 38 of the Orange County Code (Sections 38-860 through 38-875), known as the Convention Plaza District Overlay Zone, is hereby repealed in its entirety, and shall be removed from the Official Zoning Maps of Orange County.

Section 2. Creation of the I-Drive District Overlay Zone. The I-Drive District Overlay Zone, attached hereto as **Exhibit A** and incorporated herein as if fully set forth in this Section, is hereby created at Division 4.5 of Article VII of Chapter 38 of the Orange County Code (Sections 38-860 through 38-875), and shall be represented on the Official Zoning Maps of Orange County in accordance with **Exhibit A**.

Section 3. Effective date. This Ordinance shall become effective as provided by general law.

ADOPTED THIS _____ DAY OF _____, 2017.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Exhibit A

Sections 38-860 – 38-875, Orange County Code, Creating the I-Drive District Overlay Zone



I-Drive District Overlay Zone
DRAFT January 23, 2017

Sec. 38-860. District & Transects	2
Sec. 38-861. Block Configuration	3
Sec. 38-862. Street Types	4
Sec. 38-863. Open Space Types	10
Sec. 38-864. Site and Building Requirements	13
Sec. 38-865. Uses	16
Sec. 38-866. Off-street Parking and Loading	19
Sec. 38-867. Landscape	22
Sec. 38-868. Approval Requirements	22
Sec. 38-869. Definitions	24
Sec. 38-870 - 38.875. Reserved	

I-Drive District Overlay Zone

Sec. 38-860. District and Transects.

a. Intent and Purpose.

The I-Drive District allows for the highest intensity of buildings with unlimited height in its T6 Core, a wide mix of uses, high level of employment uses, amusement rides, and a variety of transit.

It is the intent of this code to provide a clear and comprehensive approach to development within the District. This code reflects the goals established in the Orange County Comprehensive Plan, the "Our Home for Life" Sustainability Plan, and the I-Drive District 2040 Vision. It includes, but is not limited to, the specific purposes below.

- (1) To achieve mixed use development that is appropriate in scale and intensity for the neighborhoods and sites proximate to transit stops and stations.
- (2) To establish a relationship between buildings, streets, and open spaces that is pedestrian, bicycle, and transit-oriented through achieving target height to width ratios between 1:2, 1:3 and 1:4.
- (3) To preserve and enhance the county's natural resources, energy, water, and open spaces and to promote innovative development that sustainably manages these issues, including stormwater runoff and reducing urban heat island effect.
- (4) To ensure that a variety of housing types and sizes can be developed to meet the needs of the entire community.
- (5) To promote a variety of transportation options for residents and visitors.

b. Application.

The District requirements apply to all parcels within the geographic area of the I-Drive District. If any District requirement contained in Sections 38-860 through 38-869 is inconsistent with any other portion of Orange County Code, the provision in Sections 38-860 through 38-869 shall govern and supersede the conflicting Code provision to the extent of the inconsistency.

c. Establishment of the I-Drive District and Transects.

The areas and boundaries of the District, Sub-districts, and Transects listed in Sec. 38-860 are established as shown on Figure (1), I-Drive District Regulating Plan and are referred to herein as "Regulating Plan".

(1) **Transect Zones.** Transect Zones are a designation given to each lot within the district that dictates the standards for development on that lot. Some lots may have more than one Transect Zone. The following Transect Zones are defined:

(T6) **General Transect.** Includes the majority of the shops and workplaces within the district, along with the public gathering spaces and residences. The Core typically allows for unlimited building height.

(T6) **I-Drive Corridor Transect.** Similar to the T6 General Transect with some context sensitive standards and located within 200 feet from the right of way line of the International Drive corridor.

(T6) **Universal Blvd Corridor Transect.** Similar to the T6 General Transect with some context sensitive standards and within 200 feet from the right of way line of the Universal Boulevard corridor.

(2) **Special Zones.** Special Zones include uses that require additional standards or are exempt from standard transect requirements. For the I-Drive District, a Special Zone will be created to address the convention center use and theme park uses. The following Special Zones are defined:

SZ Civic. The Special Zone Civic Transect consists of uses associated with the Convention Center as well as uses such as museums and historic buildings.

SZ Theme Park. The Special Zone Theme Park consists of a concentration of amusement rides, hotels, retail, and their accessory uses, without open, public access.

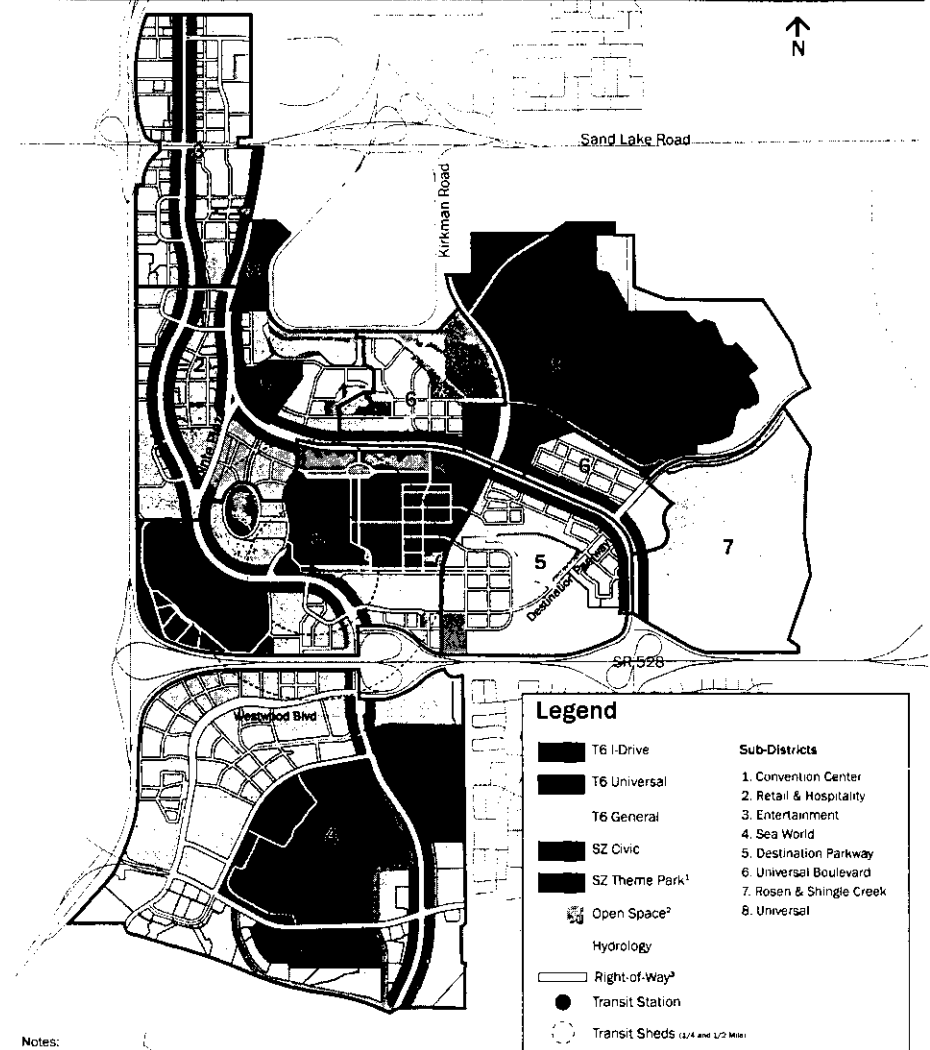
d. I-Drive District Requirements.

The following requirements are applicable to the District. Refer to Table (1) for a summary of requirements for the I-Drive District.

Table (1): I-Drive Summary Table

Sub-districts	1. Convention Center	5. Destination Parkway
	2. Retail & Hospitality	6. Universal Boulevard
	3. Entertainment	7. Rosen & Shingle Creek
	4. Sea World	8. Universal
Permitted Transects	T6 General T6 I-Drive Corridor T6 Universal Boulevard Corridor	
	SZ Civic SZ Theme Park	
Block Configuration	1,320' within the 1/2 mile transit shed and 2,000' outside the 1/2 mile transit shed. For block faces greater than 500 ft, a mid-block passage is required. Refer to Sec. 38-861 "Block Access Configurations."	
	SZ Civic and SZ Theme Park are exempt.	
Permitted Street Types	Alley	P
	Frontage Road	P
	Local	P
	Avenue	P
	Boulevard	P
	Plaza	P
	Square	P
	Green	P
	Park	P
	Greenway	P
Permitted Open Space Types	All T6 Transects require a 15% minimum with potential bonus reductions for public access and conservation. SZ Civic and SZ Theme Park are exempt.	

Figure (1) I-Drive District Regulating Plan.



Notes:

1. When SZ Theme Park abuts Universal Boulevard, the Site and Building Requirements shall apply as provided on Table (22).
2. Open Spaces are conceptual and the underlying land shall be treated as a T6 General Transect.
3. Block configurations are conceptual and will be established at Site Plan submittal.

I-Drive District Overlay Zone

Sec. 38-861. Block Configuration

a. Interconnected Street Pattern.

The network of streets within the District shall form an interconnected pattern with multiple intersections and resulting block sizes as designated in the requirements for the District. See Table (1), I-Drive Summary Table.

- (1) The arrangement of streets shall provide for the continuation of existing streets from adjoining areas into new developments.
- (2) Cul-de-sac and dead end streets are prohibited.
- (3) Streets shall follow natural features rather than interrupting or dead-ending at the feature.
- (4) Streets shall be designed as described in Sec. 38-862, Street Types.
- (5) In three way intersections, the terminating street should end in a natural feature, open space or building facade.

b. Block Configuration.

Refer to Figure (2) for an illustration of Typical Block Elements.

- (1) The shape of a block shall be generally rectangular, but may vary due to natural features or site constraints.
- (2) Blocks shall typically be two lots deep with the exception of blocks containing open space. Blocks may also include an Alley.
- (3) Blocks shall typically be fronted with lots on at least two faces, preferably on the longest street faces.
- (4) For increased energy efficiency, block orientation should be along an east-west longitudinal axis to the greatest extent practicable. For long, central corridor buildings, this block orientation will encourage development of buildings oriented along an east-west axis, with smaller east and west facing facades, resulting in taking advantage of passive solar design.

c. Maximum Block Size.

Block sizes shall meet the requirements outlined in Table (1) I-Drive Summary Table. A network of streets, limited to Local Streets, Avenues, and Boulevards described in Sec. 38-862, Street Types, are required to meet the maximum block size requirements. Deviations may be provided for blocks within the district boundary that are adjacent to parcels outside the district boundary or where connections cannot be made because of physical obstacles, such as wetlands and water bodies, railroad and existing highway rights-of-way. See Sec. 38-868 subsection h.

d. Designate Primary Streets.

The intent of the Primary Street designation is to develop a network of streets with continuous building frontage and no or limited vehicular access to reduce conflicts between pedestrians and vehicular traffic. See Figure (3).

- (1) Primary streets and secondary streets shall be designated along appropriate corridors. Refer to Sec. 38-862 Table 5 "Street Hierarchy." Alleys can not be designated Primary Streets.
- (2) All lots shall front on at least one primary street and that street frontage shall serve as the front of the lot, as referred to in the Transects requirements.
- (3) For lots with two or more primary street frontages, all primary street frontages shall require primary facade treatment.

Figure (2). Typical Block Elements.

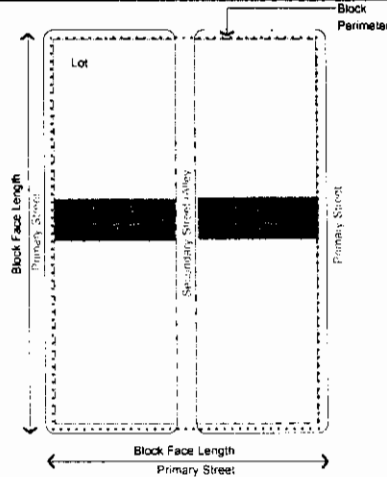
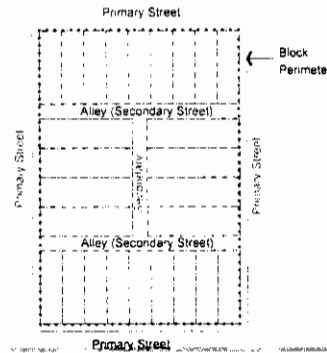


Figure (3). Example Primary and Secondary Streets.



e. Block Access Configurations.

- (1) Vehicular access shall not be located off a primary street, unless the parcel is fronted by more than two primary streets, in which case, staff shall determine which is the appropriate street for vehicular access. The determination shall be based on locations of existing and proposed vehicular access points of other developments along the primary streets.
- (2) Blocks may include, but are not limited to, Alleys or driveway entrances with the following configurations. See Figure (4).
 - (A) Mid-Block Access. This configuration includes an Alley or drive running through the center of the block.
 - (B) "T" Configuration. This configuration includes two Alleys within a Block that are perpendicular to each other, forming a "T," allowing development to front on three block faces.
 - (C) "H" Configuration. Similar to the "T" configuration, this configuration allows development to front on all four block faces.
 - (D) The minimum spacing between intersections is 125 feet.
- (3) Block access points shall be aligned with other access points within the same block or across streets.
- (4) Mid-Block Pedestrian Pathways. Mid-Block pedestrian pathways, or a qualified Open Space Types, are required on blocks with a face 500 feet or longer.
 - (A) When approximately parallel to existing mid-block street crossings, these pathways shall align to facilitate easy pedestrian movements.
 - (B) Mid-Block pedestrian pathways shall be located in the middle third of a block face.
 - (C) Minimum width for mid-block pathways is 12 feet with no vehicular access.

f. Lots.

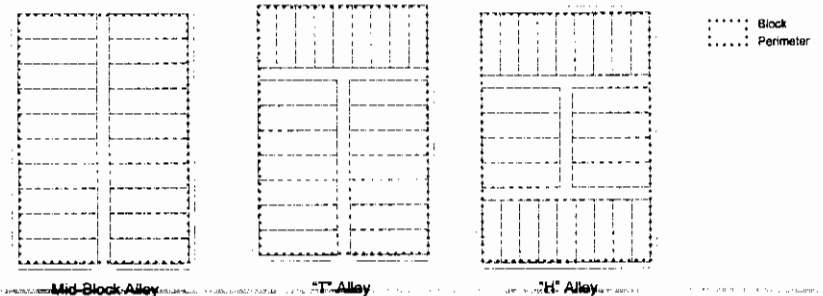
- (1) Typical Lot Dimensions. All lots of record shall be developed to meet the requirements outlined in Sec. 38-864, Site and Building Requirements.
- (2) Typical Lot Configuration. All lots shall have frontage along a public street unless otherwise specified.
 - (A) Lot Shape. To create regular, rectangular lots, side property lines shall be perpendicular to the vehicular right-of-way to the extent practical.
 - (B) Through-Lots. Through lots have frontage on two parallel streets, excluding Alleys, and are prohibited unless both streets are treated as primary frontage and meet the appropriate transect requirements.
 - (C) Corner Lots. Corner lots have frontage on two perpendicular and intersecting streets. Buildings shall occupy the corner, per transect requirements. Consistency with adjacent corner parcels is encouraged.
 - (D) Flag Lots. Flag lots are prohibited.
- (3) Lot Orientation. For increased energy efficiency, the recommended lot orientation is typically along an east-west longitudinal axis. For single buildings, this lot orientation will usually encourage development of buildings with smaller east and west facades.

g. General Transect Layout.

The following outlines how the Transects should relate to one another.

- (1) All Transects. The following applies to all Transects.
 - (A) Similar intensities of uses should face each other across the street.
 - (B) More intense uses that share blocks with less intense uses should be located on block ends.
 - (C) Blocks may contain multiple Transects; however, changes in Transects should occur along an Alley, the rear property line, or at a corner parcel.

Figure (4). Potential Alley Configuration.



I-Drive District Overlay Zone

Sec. 38-862. Street Types

a. Intent.

The standards outlined in this section are intended to:

- (1) Create complete streets for all users and address all modes of travel, including pedestrian traffic, bicycle traffic, transit, and vehicular traffic.
- (2) Address all features of the street right-of-way, including sidewalks, landscaped buffers, traffic lanes, bicycle lanes, and medians.
- (3) Continue the existing logical and comprehensible system of street types that result in a simple, consistent and understandable pattern of blocks and lots.
- (4) Provide adequate access to all lots for vehicles and pedestrians.
- (5) Create Street Types that are appropriate for their contexts in residential, commercial, or mixed use areas and are designed to encourage travel at appropriate volumes and speeds.
- (6) Encourage streets that respect natural features by following topography and drainage systems, rather than interrupting or dead-ending at the feature.
- (7) Create streets and public rights-of-way that result in stormwater runoff quantity reduction and improved quality of stormwater.

b. Applicability.

The standards in this section apply to all vehicular rights-of-way within the I Drive District as described by the Street Types Plan. Refer to Figure (5). SZ Civic and SZ Theme Park are exempt. New streets and their associated facilities shall meet the standards in this section. References to standards detailed in the most recent edition of the MUTCD, Florida Greenbook and all applicable state and federal laws and rules governing access by persons with disabilities, including the Americans with Disabilities Act shall be required.

c. General Requirements.

All proposed streets, landscape or furnishings zones, and sidewalks shall be located in dedicated vehicular Rights-of-Way as a tract of land or easement.

- (1) **Street Types.** All new vehicular rights-of-way and easements shall match one of the Street Types, described in this chapter, whether publicly dedicated or privately held.
- (2) **Public Use.** All streets shall be available for public use at all times. Gated streets and streets posted as private are not permitted.
- (3) **Block Standards.** See Sec.38-861, for block configuration standards.
- (4) **Site Plan.** All site plans are required to include Street Types from this section for both primary and secondary streets. Local Streets, as depicted on both the Regulating Plan and Street Types Plan, are conceptual only. Site Plans will determine final configuration of these street types. See Sec.38-868, Approval Requirements, f.

Site Plan Approval.

- (5) **Maintenance.** Aside from county-owned roadway facilities, all streets shall be maintained by the property owner, POA, HOA or similar privately administered entity.

d. Street Types.

Street Types defined in this section outline acceptable street configurations. New streets shall be designed using the principles and characteristics defined by each Street Type.

e. Vehicular Travel Lanes

The number and width of vehicular travel lanes are determined by the Street Type.

f. Vehicular On-Street Parking.

On-street parking, as permitted on designated Street Types, shall meet the following requirements.

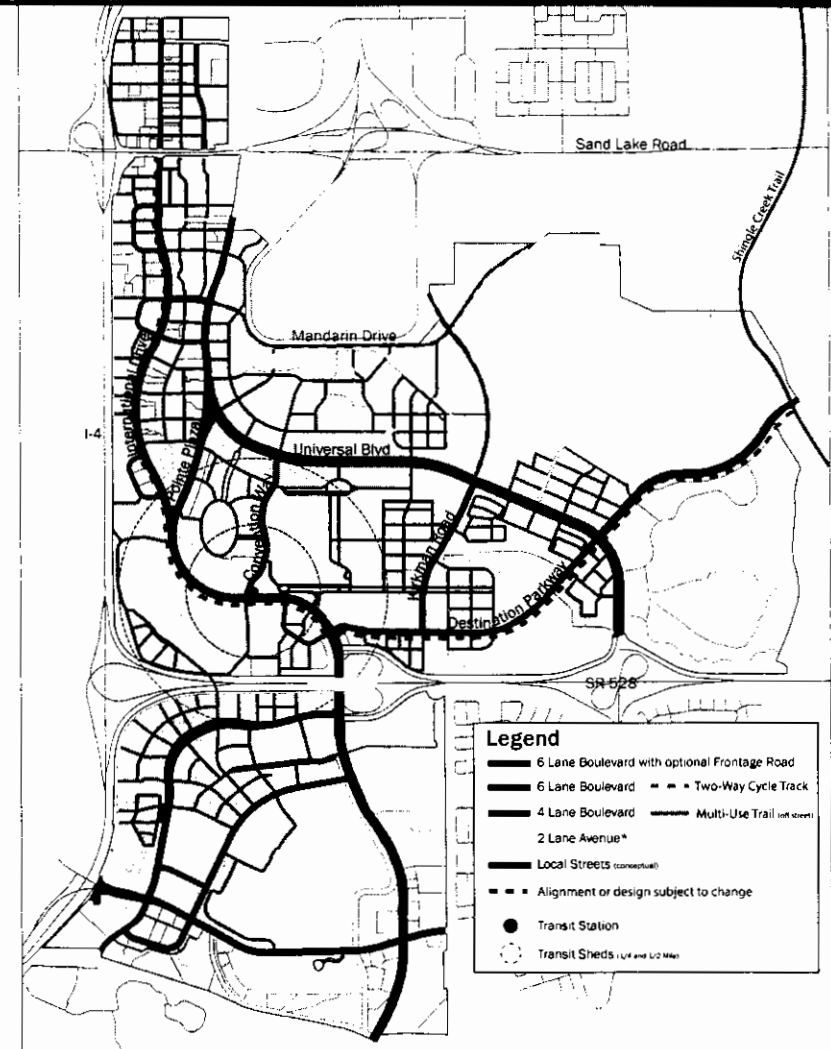
- (1) **Vehicular Parking Space Dimensions.** The appropriate dimensions for on-street parking spaces are outlined in Table (2). On-Street Parking Space Dimensions and Figure (6). On-Street Parking Layout. The width of a parking space shall be measured from the center of a stripe.
- (2) **Parking Travel Lanes.** The appropriate dimensions for travel lanes adjacent to parking are outlined in Table (3) Parking and Travel Lanes Dimensions.

g. Bicycle Facilities.

All required bicycle accommodations shall be provided as described below. The following types of bicycle accommodations are permitted per each Street Type. Refer to Figure (7). Bicycle Facilities.

- (1) **Cycle Track.** A cycle track is a separate bicycle facility that is physically separated from vehicular traffic by a landscape buffer, parking or a barrier. It may be raised or level with the street. This track occurs on one side of the street as a two-way facility or on each side of the street as paired, one-way facilities. Minimum width for a one-way cycle track is 5' with a 3' minimum buffer. Minimum width for a two-way cycle track is 10', with a 3' minimum buffer.
- (2) **Shared Lane.** A shared lane is a lane that is shared between vehicles and bicycles on roads posted 25 MPH or less. It includes a thermoplastic bicycle marker combined with a double arrow (known as a "sharrow") at every 250 feet or less. Sharrow location and design require County Traffic Engineer approval. This improvement occurs in both directions. Refer to Figure (7) Bicycle Facilities for sharrow dimensions.
- (3) **Best Practices.** For additional information, reference the most current National Association of City Transportation Officials' (NACTO's) Urban Bikeway Design Guide or FHWA Separated Bike Lane Planning and Design (SBL) Guide. The County Engineer may provide interim approval for alternative designs.

Figure (5). Street Types Plan



* See Street Types for lane configurations and additional standards.

Note: The boulevard, avenue and street network shown in Figure (6) is conceptual only. Actual alignments will be determined and established at site plan approval stage.

I-Drive District Overlay Zone

Table (2). On-Street Parking Space Dimensions

Angle (degrees)	Curb Length (feet)	Stall Depth (feet)
0 (Parallel)	22	8.5
30	18	18
45	12	17
60	10	18
90	9	18

Table (3). Parking and Travel Lane Dimensions

Angle (degrees)	One Way Travel Lane (feet)	Two Way Travel Lane (feet)
0 (Parallel)	12	20
30	12	20
45	14	20
60	18	22
90	20	22

Figure (6). On-Street Parking Layout

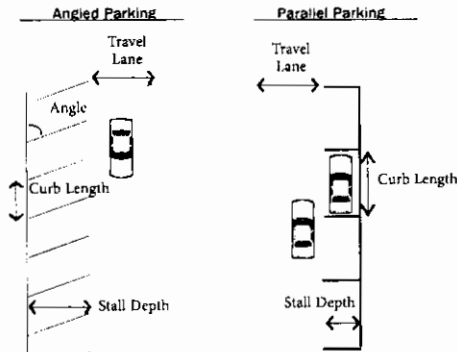
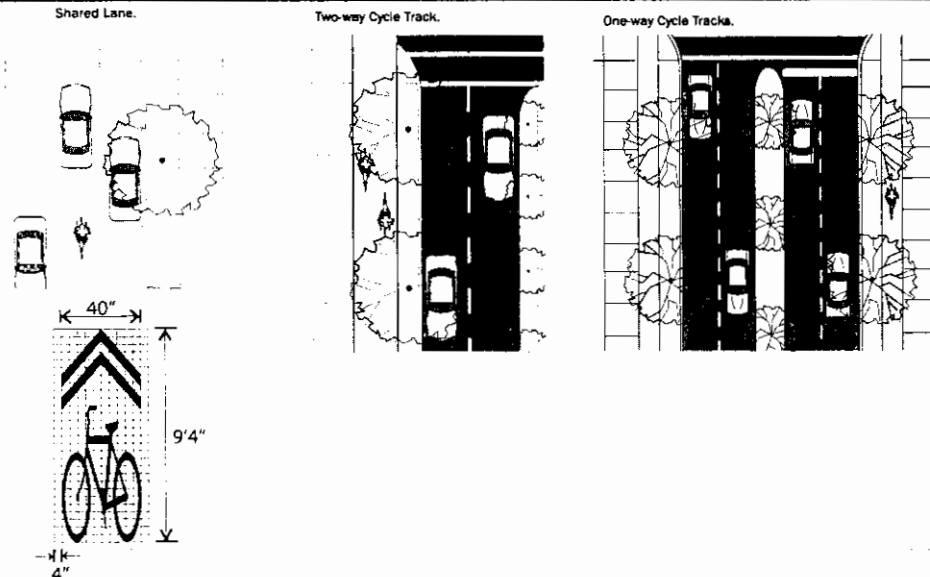


Figure (7). Bicycle Facilities



h. Fire Access.

Street configurations have been calculated to provide fire truck access. Where the total width of all travel lanes totaled is narrower than 20 feet, the following shall apply.

- (1) **Room to Pass.** At 120 foot increments, an opening in the on-street parking or a dedicated pull-off space at least 20 foot long must be provided to allow vehicles to pull over for a fire truck to pass.
- (2) **Driveway or Fire Hydrant Zone.** A driveway or fire hydrant zone may be utilized to fulfill the requirement.

i. General Layout Standards.

The following standards apply to new streets or newly platted vehicular Rights-of-Way.

- (1) **Treatment of Natural Features.** Streets shall be designed to respect natural features, such as rivers, woodlands, or slopes, by following rather than interrupting or dead-ending at the feature.
- (2) **Street Network.** The network of streets shall form an interconnected pattern with multiple intersections.
- (3) **Existing Streets.** The arrangement of streets shall provide for the continuation of existing streets from adjoining areas into new developments.

j. Green Streets.

Incorporation of Low-Impact Development (LID) best practices, with approval of the County Engineer, is encouraged to capture additional stormwater and reduce runoff, provided that the County does not maintain these features. See Table (4).

Table (4). LID Practices for Streets

LID Practice	Stormwater Credit
Pervious Pavement	The county may provide stormwater credit where volume is retained pending approval from the County Engineer.
Shallow Retention/ Bioretention Swale	
Rain Gardens	
Tree Box Filter	
Curb Cuts/ Inverted Medians	

k. Disconnected Streets.

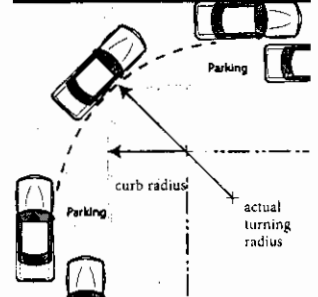
Disconnected streets may take the following form:

- (1) **Stub Streets.** Where adjoining areas are not subdivided, streets in new subdivisions shall be extended to the boundary line of the tract to make provision for the future projection of streets into adjacent areas.
 - (a) Where abutting property is not subdivided, stub streets shall be provided at intervals no greater than the maximum block length and width requirements in Table (1) I-Drive Summary Table
 - (b) Existing stub streets adjacent to a proposed subdivision shall be connected.
- (2) **Cul-de-Sac Streets.** Cul-de-sac streets are prohibited in the I-Drive District.

l. Intersections.

- (1) **Curb Radii.** The following curb radii shall be utilized unless otherwise authorized by the County Engineer.
 - (A) Intersections should be designed for actual turning radius of the typical design vehicle as opposed to the maximum design vehicle. Small curb radii at intersections shorten pedestrian crossing distances and reduce vehicle turning speeds, thereby balancing the ease of travel of the vehicles and pedestrians. Refer to Figure (8).
 - (B) **Local Streets.** At the intersection of two Local Streets, the following curb radii shall be utilized.
 - (i) With on-street parking on both streets, a 5 foot radius may be utilized.
 - (ii) Without on-street parking, a 15 foot radius is required.

Figure (8). Actual Turning Radius



I-Drive District Overlay Zone

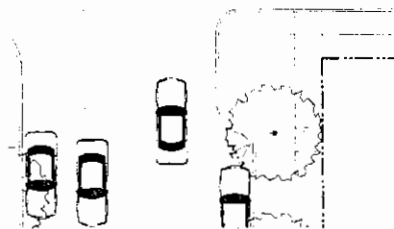
- (C) **Avenue Streets.** At the intersection of Avenues to Avenues or Boulevards, the following curb radii shall be utilized.
- With on-street parking on both streets, a 10 foot radius is required.
 - Without on-street parking on either street, a 25 foot radius is required.
- (D) **Larger Radius.** When the design vehicle requires a larger curb radius and no on-street parking exists, a 30 foot radius may be utilized for Avenues or Boulevards. Larger radii require approval of the Department of Public Works and shall follow FDOT Greenbook.
- (E) **Alley Intersections.** The curb radius at intersections involving Alleys shall be no greater than 5 feet.
- (2) **Crosswalks.** Crosswalks shall be required at all stop-controlled intersections involving Frontage Roads, Local Streets, Avenues, and Boulevards with an ADT of 3,000 or greater. Any proposed crosswalks at uncontrolled locations require a study.
- Dimensions.** Crosswalks shall be a minimum 10 feet in width, measured from mid-stripe to mid-stripe, per MUTCD.
 - Markings.** Crosswalks shall be appropriately indicated on the finished street surface with thermoplastic markings. Textured/colored pavement is permitted provided that it is privately maintained.
 - Crossing Distances.** To encourage pedestrian activity, typical crosswalks shall not extend over 38 feet without a landscape median, bulb-outs and/or other pedestrian refuge to mitigate the effects of vehicular traffic on crossing and to increase pedestrian safety and comfort. Refer to Figure (9).

Figure (9). Pedestrian Refuge in Median.



- Accessible ramps and warning panels, per the American Disabilities Act, Florida Accessibility Code or any more stringent state requirement, are required where all sidewalks or trails terminate at a crosswalk or curb.
 - Ramp Orientation.** Ramps shall be oriented perpendicular to traffic, requiring two ramps per corner at intersecting streets.
- (3) **Bulb-outs.** To shorten pedestrian crossing distances, bulb-outs shall be utilized at intersections when on-street parking is provided. Refer to Figure (10).
- The depth of the bulb-out shall match the utilized on-street parking, either the width of the parallel space or the depth of the diagonal space.
 - The radius of the bulb-out shall match the requirements for the intersection.

Figure (10). Bulb Out.



m. Street Types Graphics and Requirements.

The following graphics and tables outline the permitted Street Types and their specific requirements. The streets described in Table (5) shall be used to achieve the maximum block perimeter standards outlined in Table (1) I-Drive Summary Table.

Table (5). Street Hierarchy

Street Type	Block Delineating	Primary or Secondary
Alley	No	Secondary
Frontage Road	No	Primary
Local Street	Yes	Primary*
Avenue	Yes	Primary
Boulevard	Yes	Primary

* In some cases, Local Streets may be designated as secondary at the Site Plan stage and reviewed by staff to determine the appropriateness of the designation. By way of example, but not limitation, some secondary streets will provide access for off-street parking, loading areas, solid waste collection, and other necessary functions, but would not meet the pedestrian-oriented intent for Primary Streets, and would more appropriately be designated as Secondary Streets.

(1) Alley.

(A) Intent.

The Alley is a very low capacity drive located at the rear of parcels. From the Alley, access to parking facilities, loading facilities, and service areas, such as refuse and utilities is possible without a curb cut or driveway interrupting a street type. Refer to the typical plan and section in Figure (11) or Figure (12). Alleys are a mid-block treatment and do not count towards block perimeter requirements.

(B) General Requirements.

Alleys shall be developed using the standards in Table (6).

Figure (11). Typical Alley

Section View



Plan View

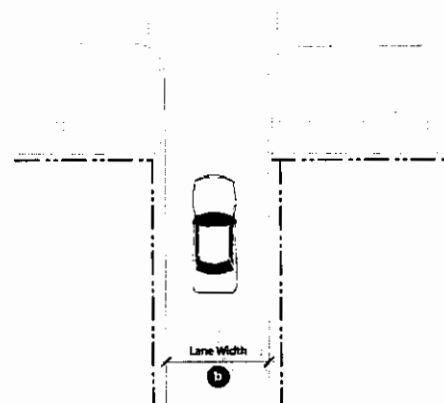
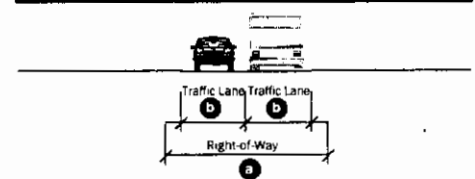


Table (6). Alley Requirements

Expected ADT	Not Applicable
a Typical Right-of-way Width	20' Typical Alley 24' Two-Way Alley
Traffic Lanes	1 yield lane 2 lane alternative
b Traffic Lane Width	20' minimum for two-way movements
Speed	10 mph
Allowable Turn Lanes	Not applicable
Parking Lanes	Not applicable
Median	Not applicable
Bicycle Facilities	None required; travel lanes are shared among drivers, pedestrians and bicyclists
Sidewalk	None required; travel lanes are shared among drivers, pedestrians and bicyclists
Landscape Buffer	Not required

Figure (12). Two-Way Alley



I-Drive District Overlay Zone

(2) Frontage Road.

(A) Intent.

The Frontage Road is a low capacity, one-way drive only permitted along the corridors referenced in Figure (5) Street Types Plan. These optional streets help to calm traffic along busier corridors by adding on-street parking near store fronts, enhancing pedestrian facilities and increasing access. This parallel facility creates a multi-way boulevard. Refer to the typical plan and section in Figure (13) and the Multiway Boulevard example in Figure (14). Frontage Roads do not count towards block perimeter requirements.

(B) General Requirements.

Frontage Roads shall be developed using the standards in Table (7).

(C) Applicability.

Permitted within T6 Core Universal or parallel to streets as detailed in Figure (5) Street Types Plan.

Figure (13). Typical Frontage Road

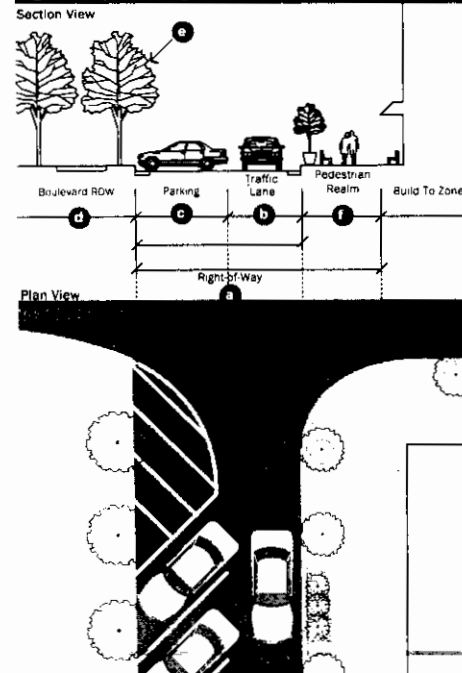
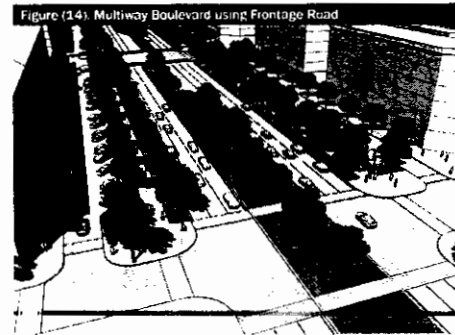


Table (7). Frontage Road Requirements

Expected ADT	Not Applicable
a Typical Right-of-way Width	40' Typical Frontage Road
Vehicular Realm	
Traffic Lanes	1 traffic lane (one-way)
Traffic Lane Width	10' minimum 11' minimum with truck/transit traffic 12' minimum with angled parking
b Speed	10 mph
Allowable Turn Lanes	Not applicable
c Parking Lanes	Parallel or angled required on one side of street
d Setback from ROW	minimum 6' setback with a minimum of 60' from Boulevard curb to edge of Frontage Road to allow for safe turn movements.
Median	Not applicable
Bicycle Facilities	None required.
Pedestrian Realm	
e Landscape	Canopy trees with a minimum caliper of 6" or minimum height of 17", whichever achieves a greater overall height*, shall be planted within the ROW every 30' on center. Maximum distance of plantings from the building facade is 40', measured on-center to the building base. See Ch. 24 for more detail.
f Pedestrian Realm	f Sidewalk: Minimum 10' clear sidewalk adjacent to store fronts. f Furnishing Zone: cafe seating and furniture requires 5' clear walking path. f Lighting: Per local utility standards.

* Caliper measurements are per the most recent Florida Grades and Standards for Nursery Plants

Figure (14). Multiway Boulevard using Frontage Road



(3) Local Street.

(A) Intent.

The Local Street is a medium capacity street for slow speeds with a standard right-of-way. It primarily serves as a through street within the District and is primarily used to meet block perimeter standards. Refer to the typical plan and section, Figure (15) or Figure (16).

(B) General Requirements.

Local Streets shall be developed using the standards in Table (8).

Figure (15). Typical Local Street

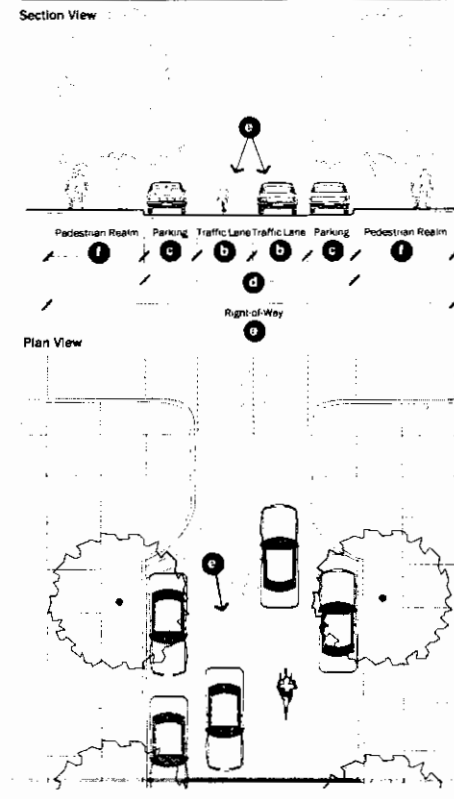


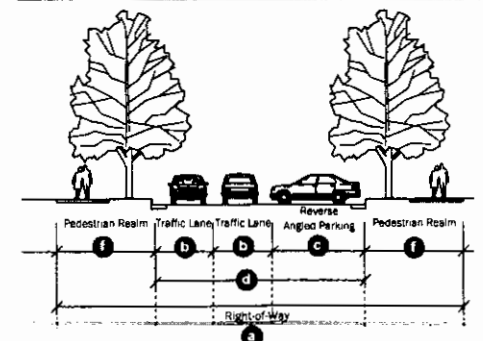
Table (8). Local Street Requirements

Expected ADT	500 - 5,000
a Typical Right-of-way Width	68' to 75' maximum
Vehicular Realm	
Traffic Lanes	1 traffic lane in each direction
b Traffic Lane Width	10' minimum 11' with truck/transit traffic 12' when reverse angled parking is adjacent
Design Speed	25 mph
Allowable Turn Lanes	Right permitted in place of parking at intersections with Avenue; left prohibited
c Parking Lanes*	On-street parking required on primary streets. Parallel permitted on both sides of street. Angled or reverse angled permitted on only one side of the street. On-street parking optional on secondary streets.
d Curb to Curb Width	36' Minimum, bulb-outs may be required.
Median	Prohibited
e Bicycle Facilities**	Shared Lane (sharrows) required
Pedestrian Realm	
f Pedestrian Realm	f Landscape: Street trees and landscaping recommended adjacent to storefront. See Ch. 24 for more detail. f Sidewalk: Minimum 10' clear sidewalk on both sides of street f Furnishing Zone: cafe seating and benches requires 5' clear walking path f Lighting: Per local utility standards.

* See Figure 6 for Vehicular On-Street Parking requirements

** See Figure 7 for Bicycle Facilities requirements

Figure (16). Alternative Local Street



DRAFT JANUARY 23, 2017

I-Drive District Overlay Zone 7

I-Drive District Overlay Zone

(4) Avenue.

(A) Intent.

The Avenue is a medium to high capacity street that transitions between two lanes with on-street parking and a four lane configuration. When the four lane configuration is used, two of the lanes must be transit priority lanes. The Avenue serves all types of development and provides additional parking or additional transit connections. Refer to the Typical Avenue in Figure (17), or the Transit Avenue in Figure (18).

(B) General Requirements.

Avenues shall be developed using the standards in Table (9).

Figure (17). Typical Avenue
Section View

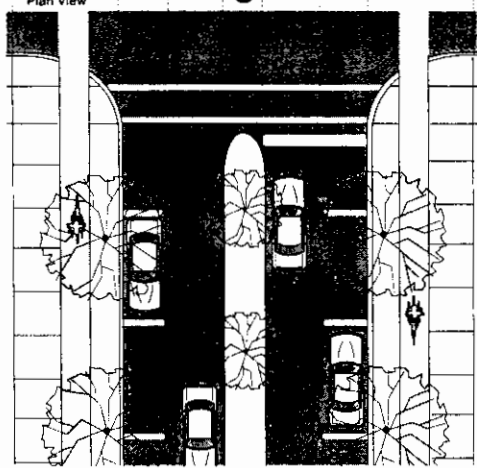
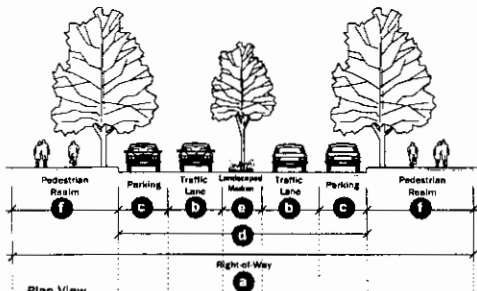
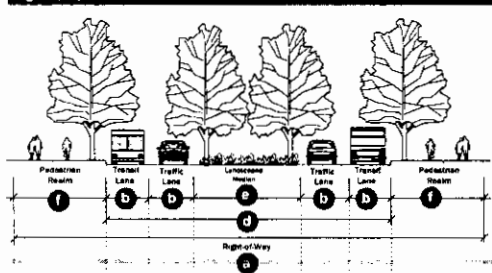


Table (9): Avenue Requirements	
Expected ADT	1,000 - 10,000
a Right-of-way Widths	80' for Typical Avenue 100' and greater for Transit Avenue
Vehicular Realm	
Traffic Lanes	1 Traffic Lane in each direction 1 Additional Transit Lane permitted in place of parking, additional traffic lane prohibited.
b Traffic Lane Width	11' minimum 12' with truck/transit traffic
c Design Speed	25 mph with On-Street Parking 30 mph with Transit Lanes
d Allowable Turn Lanes	Right permitted in place of parking at Intersections with Local Road; left only with median.
e Parking Lanes *	Parallel required on both sides of street if additional Transit Lane is not provided; angled parking prohibited.
f Curb to Curb Width	50' or greater
g Median	Permitted, 9' min
Pedestrian Realm	
h Landscape	Landscape: Street trees required. See Ch. 24 for more detail. Bicycle Facilities **: Shared lane, one or two-way Cycle Tracks permitted.
i Sidewalk	Sidewalk: Minimum 10' clear sidewalk on both sides of street.
j Furnishing Zone	Furnishing Zone: cafe seating and benches requires 5' clear walking path
k Lighting	Lighting: Per local utility standards.

* See Figure 6 for Vehicular On-Street Parking requirements
** See Figure 7 for Bicycle Facilities requirements

Figure (18). Transit Avenue



(5) Boulevard (4 lane).

(A) Intent.

The Boulevard is a high capacity street for speeds between 25-35 mph with a wider right-of-way. It serves all types of development and provides crosstown connections. Landscaped medians are included. A Multi-way Boulevard is created by adding Frontage Roads parallel to the Boulevard. Refer to Figure (12). These access lanes front development, have slower design speeds and require on-street parking. For typical boulevards, refer to the typical plan and section, Figure (19), or Figure (20).

(B) General Requirements.

Boulevards shall be developed using the guidelines in Table (10).

Figure (19). Typical Boulevard

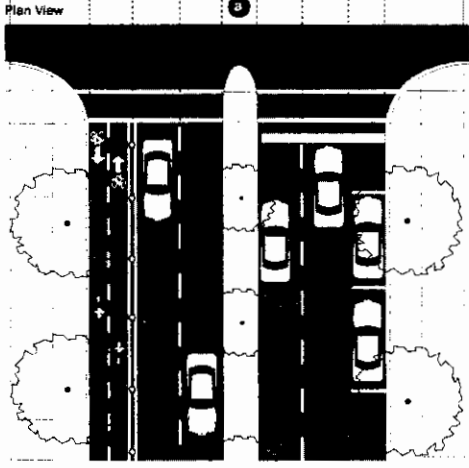
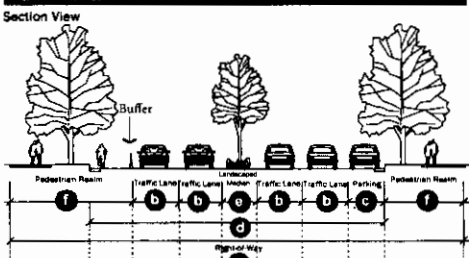
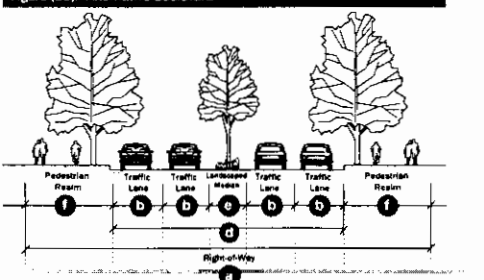
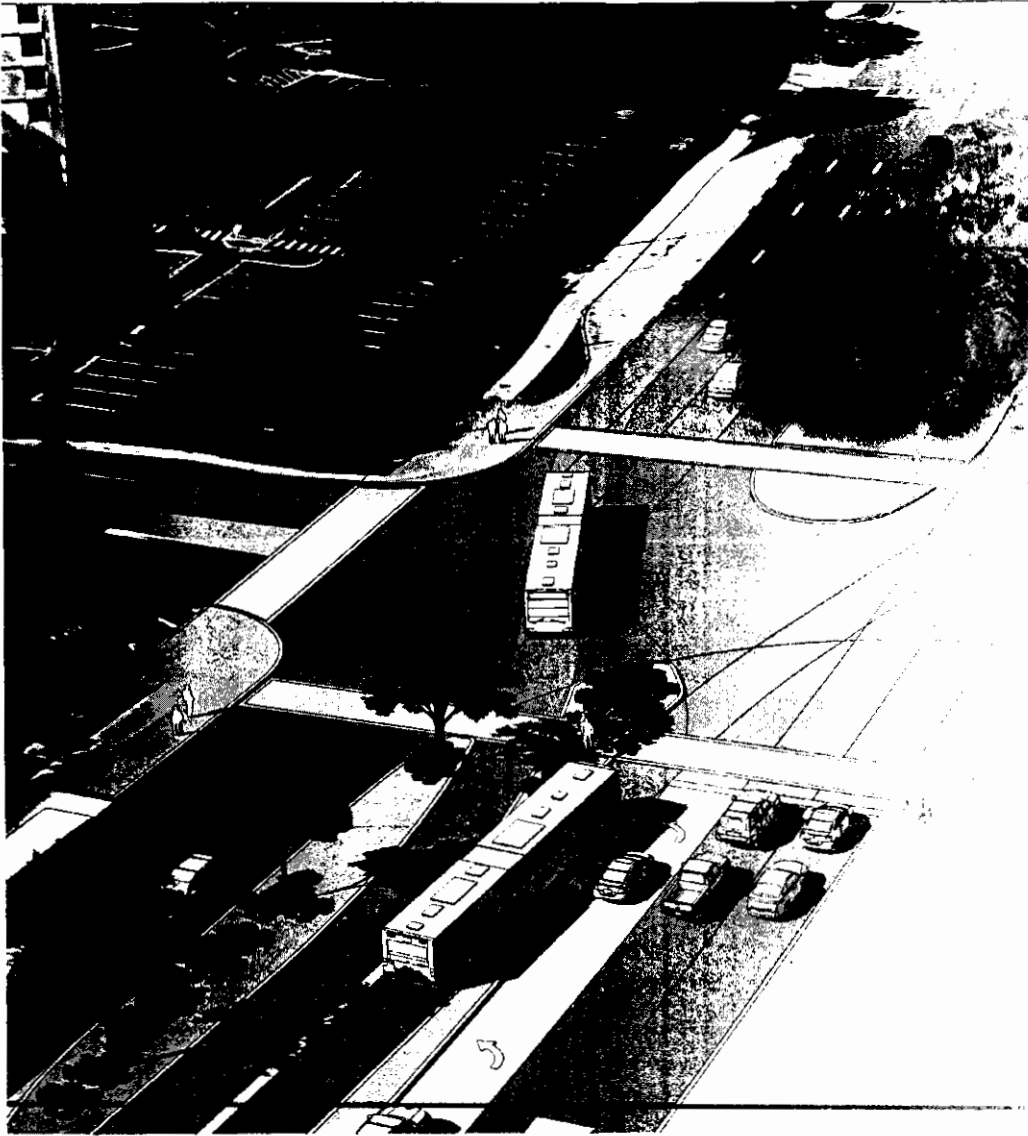


Table (10): Boulevard Requirements	
Expected ADT	5,000 - 30,000
a Right-of-way Widths	105' Typical Boulevard 65' Alternative Boulevard
Vehicular Realm	
Traffic Lanes	2 traffic lanes in each direction permitted.
b Traffic Lane Width	11' minimum 12' with truck/bus traffic
c Design Speed	25 to 35 mph, depending on parking
d Allowable Turn Lanes	Permitted in place of parking and bulb out at intersections
e Parking Lanes *	Both sides permitted, parallel only
f Curb to Curb Width	70' and greater
g Median	Required, 15.5' minimum
Pedestrian Realm	
h Landscape	Landscape: Street trees required. See Ch. 24 for more detail. Bicycle Facilities **: One or two-way Cycle Track permitted.
i Sidewalk	Sidewalk: Minimum 12' clear sidewalk on both sides of street. Minimum 10' if cycle track is adjacent and parallel to sidewalk.
j Furnishing Zone	Furnishing Zone: cafe seating and benches requires 5' clear walking path
k Lighting	Lighting: Per local utility standards.

* See Figure 6 for Vehicular On-Street Parking requirements
** See Figure 7 for Bicycle Facilities requirements

Figure (20). Alternative Boulevard





(6) Boulevard (6 lane).

(A) Intent.

The six lane boulevard is a high capacity street for speeds between 30-35 mph with a wider right-of-way. It serves all types of development and provides crosstown connections for transit and cyclists as well as automobiles. Transit lanes are provided. Refer to the typical plan and section, Figure (21), or Figure (22).

(B) General Requirements.

Six lane boulevards shall be developed using the guidelines in Table (11).

Figure (21): Six Lane Boulevard

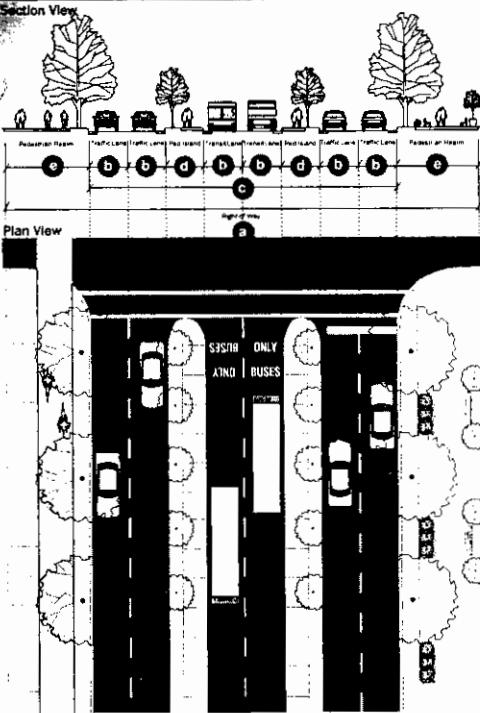


Table (11): Six Lane Boulevard Requirements

Expected ADT 20,000 +

a Right-of-way Widths 128' - 140'

Traffic Lanes 1 transit lane with 2 traffic lanes recommended. 3 traffic lanes in each direction permitted.

b Traffic Lane Width 11' minimum 12' with truck/bus traffic

Design Speed 30-35 mph

Allowable Turn Lanes Permitted.

Parking Lanes Prohibited.

c Curb to Curb Width 96' and greater

d Median & Pedestrian Islands Required, minimum 12' wide. 15.5' for left turns.

Pedestrian Realm Landscape: Street trees required. See Ch. 24 for more detail.

Bicycle Facilities*: One or two-way Cycle Track permitted.

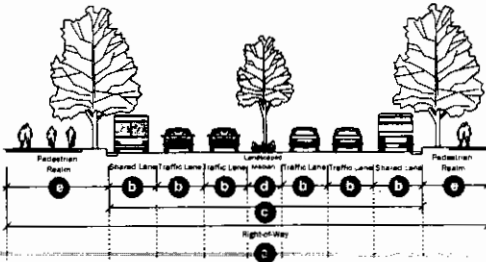
e Pedestrian Realm Sidewalk: Minimum 14' clear sidewalk on both sides of street. Minimum 10' if cycle track is adjacent and parallel to sidewalk.

Furnishing Zone: cafe seating and benches requires 5' clear walking path

Lighting: Per local utility standards.

* See Figure 7 for Bicycle Facilities requirements

Figure (22): Alternative Six Lane Boulevard.



I-Drive District Overlay Zone

Sec. 38-863. Open Space Types.

a. Intent.

To provide open space as an amenity that promotes physical and environmental health within the community and to provide access to a variety of active and passive open space types. Special features, such as fountains and public art installations, are encouraged.

b. Applicability.

The open space standards outlined apply to all development within the District and supersede any conflicting code provisions in the Orange County Code. SZ Civic and SZ Theme Park are exempt.

c. General Requirements.

A minimum of fifteen percent (15 %) of the project area shall be open space, unless reduced by a public access and/or conservation bonus as permitted herein. All open space shall meet the following requirements.

- (1) Required open spaces may be shared or located on any property within the district, subject to review by the Planning and Zoning Managers, or Parks Manager, when applicable. The cumulative total open space area is not reduced when shared between two or more property owners.
- (2) Types of Open Space. All open space provided within the I-Drive District shall generally conform with one of the Open Space Types defined in this section. Alternative open space types, meeting the intent of this section, may be presented to the Planning and Zoning Managers for approval.
- (3) Diversity of Open Space Types. For developments proposing more than three Open Space Types to meet the open space requirement, at least two different open space types shall be provided.
- (4) Location. Open Space Types designated pursuant to this section shall be identified on site plans.
- (5) Knee Walls. Open Space Types may incorporate knee walls provided that the following requirements are met.
 - (A) Height. Walls shall be a maximum height of 48 inches, unless approved by the Planning and Zoning Managers for such circumstances as proximity to railroad right-of-way and use around swimming pools, ball fields, and ball courts.
 - (B) Type. Chain-link fencing is not permitted along any street frontage, with the exception of dedicated sports field or court fencing approved by the Planning and Zoning Managers.
 - (C) Spacing of Openings. Openings or gates shall be provided when facing streets. Spacing between openings can be no larger than 150 feet.
- (6) Open Water Body. All open water bodies, such as lakes, ponds, creeks, and streams, within an open space type shall be located to allow for pedestrian and bicycle access as well as a landscape area surrounding the water body.
- (7) Ownership. Open Space Types may either be publicly or privately owned.

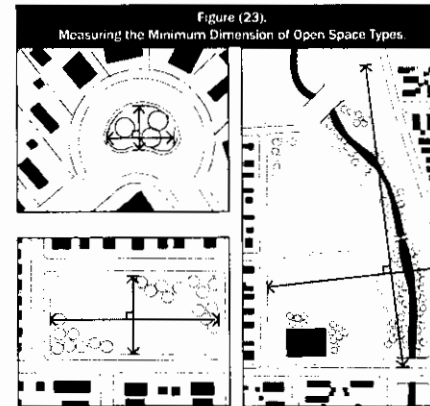
- (8) Parking Requirements. Parking shall not be required for any Open Space Type, unless a use other than open space is determined by the Planning Zoning and Managers. Adjacent on-street parking is encouraged.
- (9) Continuity. Connections to existing or planned trails or open space types shall be made when the Open Space abuts an existing or planned trail right-of-way or other open space type.

d. Definition of Requirements.

The following further explains or defines the requirements included in Tables (15) through (21) for each Open Space Type. Refer to each table for the specific requirements of each Open Space Type.

- (1) Size.
 - (A) Minimum Size. The minimum size of the Open Space Type is measured within the parcel lines of the property.
 - (B) Maximum Size. The maximum size of the Open Space Type is measured within the parcel lines of the property.
 - (C) Minimum Dimension. The minimum length or width of the Open Space Type. See Figure (23).
- (2) Minimum Percentage of Vehicular Right-of-Way Frontage Required. The minimum percentage of the open space perimeter, as measured along the outer parcel line, that shall be located directly adjacent to a vehicular right-of-way, excluding Alley frontage. This requirement provides access and visibility to the open space and is only required when meeting the Public Access Bonus.
- (3) Adjacent Parcels. Parcels directly adjacent to or across the street from an Open Space Type.
 - (A) Transects Permitted on Adjacent Parcels. The Transects permitted directly adjacent to or across the street from a given open space.
 - (B) Frontage Orientation of Adjacent Parcels. The preferred orientation of the adjacent parcels' frontages to the open space. Front, corner, side, and rear refers to the property line either adjacent to the Open Space or facing the open space across the street.
- (4) Improvements. The following types of development and improvements may be permitted on an Open Space Type.
 - (A) Designated Sports Fields. Sports fields, ball courts, or structures designated for one or more particular sports including, but not limited to, baseball fields, softball fields, soccer fields, basketball courts, football fields, tennis courts, climbing walls, and skate parks.
 - (B) Playgrounds. Playgrounds include a defined area with play structures and equipment such as slides, swings, climbing structures.
 - (C) Fully Enclosed Structures. Fully enclosed structures may include such uses as park offices, maintenance sheds, restrooms, neighborhood retail and civic uses defined in Sec. 38-865.
 - (i) Maximum Area. For some open space types, fully enclosed structures are permitted, but limited to a maximum building coverage as a percentage of the open space area.
 - (ii) Semi-Enclosed Structures. Open-air structures, such as gazebos, are permitted in all open space types.

- (D) Maximum Impervious and Semi-Permeable Surface Permitted. The amounts of impervious and semi-permeable coverage are provided separately to allow an additional amount of semi-permeable surface, such as permeable paving, above the impervious surfaces permitted, including, but not limited to, parking facilities, driveways, sidewalks, paths, and structures as permitted.
- (E) Maximum Percentage of Open Water Body. The maximum amount of area within an Open Space Type that may be covered by an open water body, including, but not limited to, ponds, and lakes.
- (F) Landscaping. In addition to turf surfaces, open spaces shall also incorporate areas of groundcover, shrubs and understory trees in accordance with maximum impervious and semi-permeable surface permitted.
- (G) Lighting. Lighting may be required for some Open Space Types. Refer to Sec. 9-646 for all other lighting standards.



e. Stormwater in Open Space Types.

Stormwater management practices, such as storage and retention facilities and Low Impact Development practices, may be integrated into Open Space Types and utilized to meet stormwater requirements for surrounding parcels.

Stormwater Features. Stormwater features in open space may be designed as formal or natural amenities with additional uses other than stormwater management, such as an amphitheater, sports field, or a pond or pool as part of the landscape design. Stormwater features shall not be fenced and shall not impede public use of the land they occupy.

f. Public Access Bonus.

The 15% open space requirement shall be reduced to 10% if public access is provided for all open spaces. The Minimum Percentage of Vehicular Right-of-Way Frontage standard is required for this bonus.

g. Conservation Bonus.

If the landscape features described in Tables (12) through (14) are implemented as described below, the open space requirement can be reduced by 2%. For example, the required 15% open space for 2.5 acres is .375 acres. Conserving 2,000 square feet of existing contiguous native plant communities on-site, per Table (13), can reduce your total required open space to 13% or .325 acres. These bonuses may reduce the minimum open space size. Below the bonuses are further defined and the appropriate requirements are described.

Table (12). Significant Tree Bonus Requirements

A Significant Tree is considered an on-site tree at least 24" in diameter at breast height and in fair to excellent condition, as determined by an ISA Certified Arborist.

Existing Significant Trees	Retain ¹
1 to 4 trees on site	Min. 1 tree
4 or more trees on site	Min. 25% retained

(1) Additional Design Requirements: Retained trees shall be at least 3 1/4 of the critical root zone of each retained tree shall be undisturbed. The critical root zone is a circle extending 1 foot radius for every 1 inch in trunk diameter measured at 4.5 feet from the ground (see Ch. 24 for more detail).

Table (13). Conservation Community Bonus Requirements

A Conservation Community is an existing native plant community situated on-site with contiguous vegetation and protected during construction not including preservation already required.

Total Required Open Space	Retain ¹
< .5 acres	Min. 2,000 sq ft.
≥ .51 acres	Min. 10% of open space area.

(2) Additional Design Requirements
(a) An existing native plant community shall be at least 2,000 contiguous square feet and 20 feet in width at any given stretch at minimum. Native plant communities are comprised of native vegetation including canopy trees, understory trees, and other vegetation, such as shrubs, grasses, or vines.
(b) Manual removal of non-native, exotic species may be required. Use of herbicides is prohibited.

Table (14). LID Bonus Requirements

Low Impact Development practices are stormwater practices that remove pollutants from run-off, reduce peak volume on the stormwater system, irrigate landscape and are an aesthetic amenity.

LID Practice	Required for Bonus
Permeous Pavers or Similar	2,000 sq ft. for every .25 acres
Rain Garden, Bioswale or Similar	2,000 sq ft. for every .25 acres
Cistern or Rain Catchment	2,000 Gallons for every .25 acres

(2) Combining LID Practices: Permeous pavers, rain gardens and bioswales may be combined to meet this requirement.

I-Drive District Overlay Zone

h. Square

Intent. To provide a formal Open Space of medium scale to serve as a gathering place for civic, social, and commercial purposes. Squares are rectilinear in shape and are bordered on all sides by vehicular right-of-way and building facades. See Figure (24).

Figure (24). Typical Square

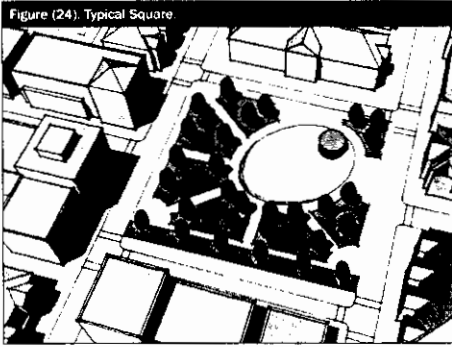


Table (15): Square Requirements

(1) Dimensions	
Minimum Size (acres)	0.25
Maximum Size (acres)	3
Minimum Dimension (feet)	80' wide
Minimum % of Vehicular ROW Frontage	100%
(2) Adjacent Parcels	
Permitted Transects	All
Frontage Orientation of Adjacent Parcels	Front, Corner, Side
(3) Improvements	
Designated Sports Fields	Permitted
Playgrounds	Permitted
Fully Enclosed Structures	Permitted; maximum 5% of total area
Maximum Impervious Surface	60%
Maximum % of Open Water	30%
Trees (minimum)	1 canopy tree per 1,000 sf
Seating	1 per 1,000 sf
Lighting	Required

i. Plaza

Intent. To provide a formal Open Space of medium scale to serve as a gathering place for civic, social, and commercial purposes. The Plaza may contain a greater amount of impervious coverage than any other Open Space Type. Special features, such as fountains and public art installations, are encouraged.

Figure (25). Typical Plaza

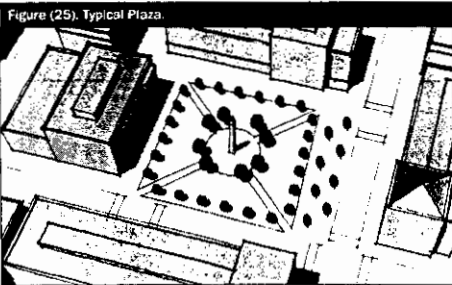


Table (16): Plaza Requirements

(1) Dimensions	
Minimum Size (acres)	0.25
Maximum Size (acres)	2
Minimum Dimension (feet)	80' wide
Minimum % of Vehicular ROW Frontage	50%; 70% building frontage required on non-street frontage
(2) Adjacent Parcels	
Permitted Transects	All
Frontage Orientation of Adjacent Parcels	Front, Corner, Side
(3) Improvements	
Designated Sports Fields	Not permitted
Playgrounds	Permitted
Fully Enclosed Structures	Permitted; maximum 10% of area
Maximum Impervious Surface	90%
Maximum % of Open Water	50%
Trees (minimum)	1 canopy tree per 1,000 sf
Seating	1 per 1,000 sf
Lighting	Required
(4) Additional Design Requirements	
Minimum impervious is 40%.	

j. Green

Intent. To provide informal, medium scale active or passive recreation for neighborhood residents within walking distance, mainly fronted by streets for public access or buildings for increased privacy.

Figure (26). Typical Green Layout

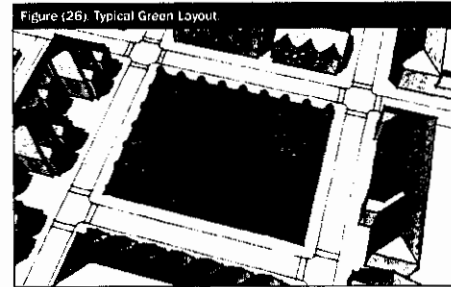


Table (17): Green Requirements

Minimum Size (acres)	1
Maximum Size (acres)	10
Minimum Dimension (feet)	100' wide
Minimum % of Vehicular ROW Frontage	0%, 50% for Public Access Bonus
(2) Adjacent Parcels	
Permitted Transects	All
Frontage Orientation of Adjacent Parcels	Front, Corner, Side
(3) Improvements	
Designated Sports Fields	Permitted
Playgrounds	Permitted
Fully Enclosed Structures	Not permitted
Maximum Impervious Surface	35%
Maximum % of Open Water	30%
Trees (minimum)	1 canopy tree per 1,000 sf
Seating	1 per 1,000 sf
Lighting	Required

k. Greenway

Intent. To provide informal, primarily natural linear open spaces that serve to enhance connectivity between open space types and other uses. Greenways are linear open spaces that often follow a natural feature, such as a river, stream, ravine, or man-made feature, such as a vehicular right-of-way. A greenway may border other open space types.

Figure (27). Typical Greenway

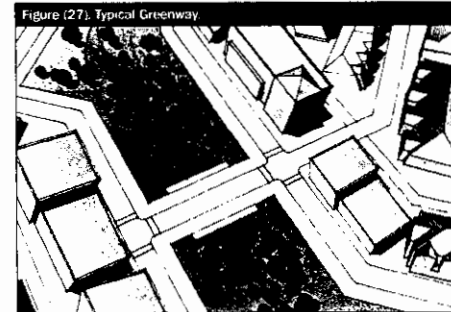


Table (18): Greenway Requirements

(1) Dimensions	
Minimum Size (acres)	1
Maximum Size (acres)	None
Minimum Dimension (feet)	50' wide
Minimum % of Vehicular ROW Frontage	0%; 1 access point required per 500 linear ft, minimum 20' width for Public Access Bonus
(2) Adjacent Parcels	
Permitted Transects	All
Frontage Orientation of Adjacent Parcels	Any
(3) Improvements	
Designated Sports Fields	Permitted
Playgrounds	Permitted
Fully Enclosed Structures	Not permitted
Maximum Impervious Surface	30%
Maximum % of Open Water	75%
Trees (minimum)	1 canopy tree per 1,000 sf
Seating	1 per 1,000 sf
Lighting	Required

I-Drive District Overlay Zone

I. County Park.

Intent. To provide informal active and passive large-scale recreational amenities to local residents and the greater region. Parks have primarily natural plantings and are frequently created around an existing natural feature such as a water body or stands of trees.

Figure (28). County Park.

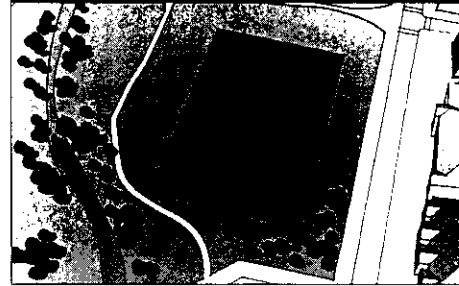


Table (19) County Park Requirements	
Minimum Size (acres)	10
Maximum Size (acres)	No Max
Minimum Dimension (feet)	400' wide
Minimum % of Vehicular ROW Frontage	50%
Permitted Transects	T6 Core General, S2 Civic
Frontage Orientation of Adjacent Parcels	Any
(3) Improvements	
Designated Sports Fields	Permitted
Playgrounds	Permitted
Fully Enclosed Structures	Permitted, maximum 15% of total area
Maximum Impervious Surface	30%
Maximum % of Open Water	30%
Trees (minimum)	1 canopy tree per 1,000 sf
Seating	1 per 1,000 sf
Lighting	Required

m. Mid-block Passageway.

Intent. To provide mid-block pedestrian access and activate courtyards, cafes and seating areas not fronting a street type. Passageways may be covered or open and should provide potted plants and similar landscaping. They may offer overhead tree canopy (or fabricated) shade; and pedestrian-scaled finished surfaces including decorative paving, seating, shop doorways and windows, and adequate pedestrian lighting. Vehicular access is prohibited

Figure (29). Typical Mid-block Passageway.

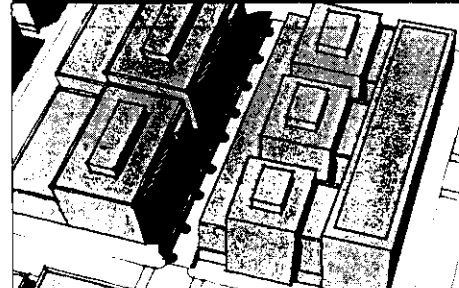


Table (20) Mid-block Passageway Requirements*	
(1) Dimensions	
Width	12' min, 50' max
Minimum Length	Block Depth
Minimum Clear Path	5' wide
(2) Adjacent Parcels	
Permitted Transects	All
Frontage Orientation of Adjacent Parcels	Corner, Side
(3) Improvements	
Fully Enclosed Structures	Prohibited, second story and above can encroach the passageway or fully cover it.
Maximum Impervious Surface	N/A
Landscaping	Continuous landscaping strip or potted plants required on both sides of path
Seating	1 per 1,000 sf
Lighting	Required

*Mid-block passageways shall be privately owned and maintained.

n. Conservation Park.

Intent. To provide informal active and passive large-scale conservation amenities to local residents and the greater region. Conservation Parks have all native plantings and are frequently created around an existing natural feature such as a water body or native ecosystem, such as a Cypress Dome. Native habitat is to be mostly undisturbed and enclosed structures are typically conservation education related. Raised boardwalks are often used to provide pedestrian access while protecting sensitive habitat.

Figure (30). Typical Conservation Park.

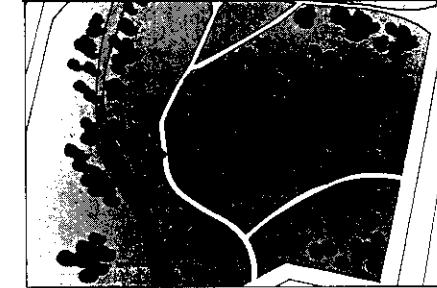


Table (21) Conservation Park Requirements	
Minimum Size (acres)	20
Maximum Size (acres)	None
Minimum Dimension (feet)	45'
Minimum % of Vehicular ROW Frontage	30%; up to 5 acres, 20% over 5 acres
Permitted Transects	All
Frontage Orientation of Adjacent Parcels	Any
(3) Improvements	
Designated Sports Fields	Prohibited
Playgrounds	Prohibited
Fully Enclosed Structures	Permitted, maximum 5% of area
Maximum Impervious Surface	20%
Landscaping	All native plantings, turf prohibited 1 canopy tree per .01 acres required 1 understory tree per .01 acres required
Maximum % of Open Water	30%

Figure (31). Example Open Space in I-Drive.



I-Drive District Overlay Zone

Sec. 38-884 Site and Building Requirements.

The following table outlines building siting, height, frontage, and roof requirements per transect.

Table (22). I-Drive Transects Requirements.

	T6 General	T6 I-Drive	T6 Universal	SZ Civic	SZ Theme Park
a. Building Siting Refer to Figure (32)					
Frontage Build-to-Zone	0' to 10'	0' to 10'	0' to 10'		
Frontage Build-to-Zone Coverage	70% min, up to 35% coverage may be met with a qualified Open Space Type	20' to 30' for buildings fronting I-Drive	40' to 50' with optional Frontage Road		
Occupation of Corner		required ¹			
Minimum Side Setback		0'			
Minimum Rear Setback		0'			
Minimum Lot Area		1,400 sf			
Minimum Lot Width		16'			
Maximum Lot Width		none			
Maximum Impervious Coverage	none				
Parking & Loading Location	Only located in rear lot on Alleys or secondary streets. Parking lots shall be screened from primary streets and parking structures require a liner building if fronting a primary street. ²				
Minimum Liner Building Depth		65'			
Vehicular Access	Permitted only on Alley or other secondary street.				
b. Height Refer to Figure (33).					
Minimum Overall Height	none	none	none		
Ideal Height for Spatial Enclosure	2 story min.	3 story min.	4 story min.		
Maximum Overall Height	Unlimited, however, all structures with a height of two hundred (200) feet or greater must obtain FAA approval.				
Ground Story: Minimum Height	14' ³				
c. Frontage Refer to Figure (34).					
Permitted Frontage Types	storefront, arcade, sloop				
Minimum Ground Story Transparency Measured between 2' and 8' above grade	60% ⁴				
Minimum Transparency upper stories	not required				
Principal Entrance Location	facing primary streets				
Horizontal Facade Division	required on ground story with a minimum height of 5' and maximum height of 14' above grade				
d. Roof					
Permitted Roof Types	parapet, pitched				
Tower	permitted				

SZ: Theme Park is exempt from Site and Building requirements and Open Space standards; however, when the SZ: Theme Park abuts Universal Boulevard or I-Drive, such development shall demonstrate adherence to the intent of the T6 Universal and T6 I-Drive Transsect's Site and Building requirements and Open Space standards.
SZ: Civic is exempt from Site and Building requirements.

Notes

¹ Occupation of corner is required unless a qualified Open Space Type is provided at the corner of the lot.

² See Ch. 24 for buffer requirements.

³ Ground story minimum height is not required for residential use.

⁴ Ground story transparency is not required for residential use.

Figure (32). Building Siting.

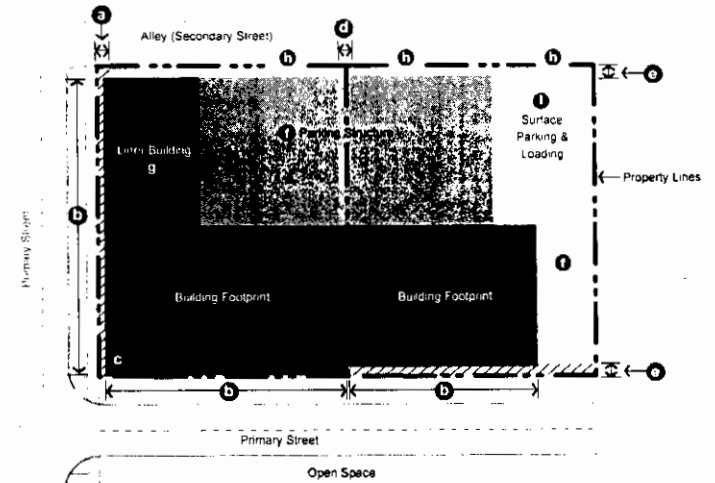


Figure (33). Height Requirements.

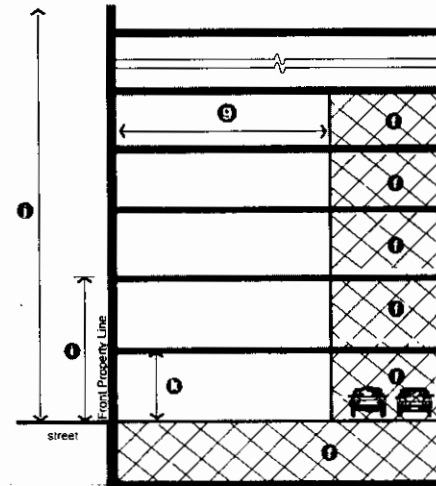
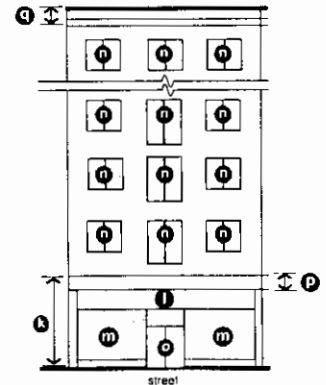


Figure (34). Frontage Requirements.



DRAFT JANUARY 23, 2017

I-Drive District Overlay Zone 13

I-Drive District Overlay Zone

a. Building Siting.

The following explains Building Siting requirements for each Transect, see Table (22). Figure (32) illustrates siting requirements.

- (1) **Frontage Build-to-Zone.** The build-to-zone or setback parallel to the front property line. Building components, such as awnings, balconies, colonnades, or signage, are permitted to encroach into the Build-to-Zone. All build-to-zone and setback areas not required to be covered by building facade must contain either landscape, patio space, or sidewalk space.
- (2) **Frontage Build-to-Zone Coverage.** Measurement defining the minimum required percentage of an occupiable building's facade that must front primary streets. The required percentage shall be measured as the width of the primary structure(s) within the Build-To-Zone divided by the total width of all lot lines parallel to primary streets. Non-occupiable structures, such as parking structures, do not count towards this requirement.
- (3) **Occupation of Corner.** Occupying the intersection of the front and corner build-to-zone with a principal structure.
- (4) **Rear Setback.** The minimum required setback along a rear property line.
- (5) **Side Setback.** The minimum required setback along a side property line not facing a primary street or mid-block passageway.
- (6) **Minimum & Maximum Lot.** The minimum and maximum width of a lot, measured at or parallel to the front property line.
- (7) **Maximum Impervious Coverage.** The maximum percentage of a lot permitted to be covered by principal structures, accessory structures, pavement, and other impervious surfaces.
- (8) **Parking & Loading Location.** The area on the lot in which surface parking, detached garage, attached garage door access, loading and unloading, and associated driveway is permitted.
- (9) **Liner Building.** A building specifically designed to mask a parking lot, parking structure or amusement uses from the primary streets.
- (10) **Vehicular Access.** The permitted means of vehicular ingress and egress to the lot.

b. Height

The following explains Height requirements for each Transect, see Table (22). Minimum height standards are detailed below as a means of providing pedestrian enclosure, illustrated in Figure (35). Height shall be measured in stories. See Figure (33) for an example of a how to measure the Height Requirements.

- (1) **Minimum Overall Height.** The minimum overall height for the building shall be measured in number of stories located within the Build-to-Zone along primary streets; stories above the required minimum height may be setback outside of the Build-to-Zone.
- (2) **Maximum Overall Height.** The sum of a building's total number of stories.

- (3) **Ground Story and Upper Story Height.** Each transect includes a permitted range of height in feet for each story. Story height is measured in feet between the floor of a story to the floor of the story above it.



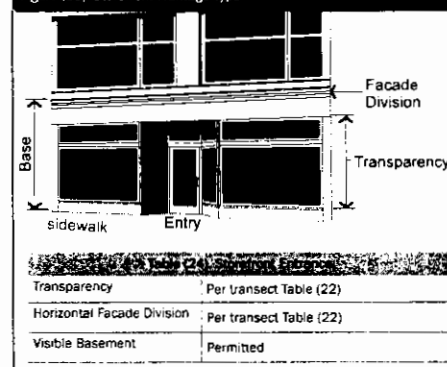
Figure (35): Height and Pedestrian Enclosure

The following explains Frontage requirements for each Transect, see Table (22). Frontages include the full linear length of building facades facing any open space type or any primary street. Architectural appendages, including but not limited to, porte cocheres and awnings, are permitted in conjunction with any frontage type. The rear or interior side lot facades are not required to meet these standards.

- (1) **Frontage Types.** The Frontage Type(s) permitted for a given Transect. Frontage types guide the design of the ground story and visible basement of all buildings to relate appropriately to pedestrians on the street. Alternative frontage types, meeting the principal entrance location and ground floor transparency, may be presented to the Planning and Zoning Managers for approval.

- (A) **Storefront.** The Storefront is a highly transparent ground story treatment designed to serve primarily as the display area and primary frontage for retail or service uses. Refer to Figure (36).
- (B) **Arcade.** An Arcade is a covered pedestrian walkway within the recess of a ground story. Refer to Figure (37).
- (C) **Stoop.** A Stoop is an unroofed, open platform. Refer to Figure (38).
- (2) **Principal Entrance Location.** Principal entrances shall be located on frontages facing primary streets to optimize pedestrian access.
- (3) **Required Number of Street Entrances.** The minimum number of and maximum spacing between entrances on the ground story.
- (4) **Horizontal Facade Divisions.** The use of a horizontally oriented expression line, awning, or other form to divide portions of the facade into horizontal divisions.
- (5) **Transparency.** Includes windows and glass doors that are highly transparent with low reflectance. Mullions are also included.
- (6) **Ground Story Transparency.** Ground story transparency shall be measured between two feet and eight feet from the average grade at the base of the front facade facing primary streets. A general Minimum Transparency requirement shall be measured from floor to floor of each story.

Figure (36): Storefront Frontage Type



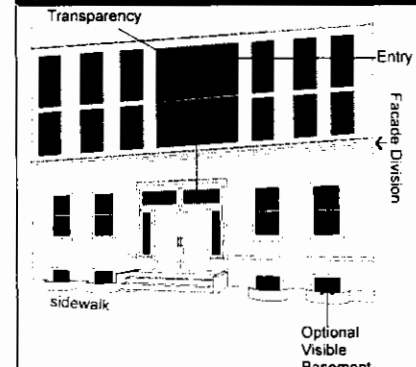
Transparency	Per transect Table (22)
Horizontal Facade Division	Per transect Table (22)
Visible Basement	Permitted

Figure (37): Arcade Frontage Type



Transparency	Per transect Table (22)
Arcade	Minimum Depth of 8', max of 15'
Build-to-Zone	The Arcade's outside face shall be considered the frontage and located within the build-to-zone.
Horizontal Facade Division	Per transect Table (22)
Visible Basement	Prohibited

Figure (38): Stoop Frontage Type



Transparency	Per transect Table (22)
Entries	All entries shall be located off a stoop
Horizontal Facade Division	Per transect Table (22)
Visible Basement	Permitted

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d. Roof

Roof requirements apply to all buildings within the district. One of the following Roof Types is required per Transect.

- (1) **Parapet Roof Type.** A parapet is a low wall projecting above a building's roof along the perimeter of the building. It can be utilized with a flat or low pitched roof and serves to limit the view of roof-top mechanical systems from the street. This roof type is also ideal for green/vegetated roofs. Refer to Figure (40).
- (2) **Pitched Roof Type.** This roof type has a sloped or pitched roof. Slope is measured with the vertical rise divided by the horizontal span or run. Refer to Figure (41).
- (3) **Towers.** A tower is a vertical element, that may be permitted in conjunction with another roof type in certain Transects. Refer to Figure (42).

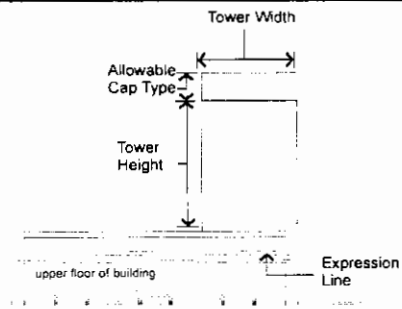
Figure (40): Parapet Roof Type



Figure (41): Pitched Roof Type



Figure (42): Tower



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I-Drive District Overlay Zone

Sec. 38-865 Uses.

a. General Provisions.

The following general provisions apply to the uses outlined in this section.

- (1) A lot may contain more than one use.
- (2) Each of the uses may function as either a principal use or accessory use on a lot, unless otherwise specified.
- (3) Uses are either permitted by-right in a Transect or permitted by-right with additional standards.
- (4) Each use may have both indoor and outdoor facilities, unless otherwise specified.

b. Organization.

The uses are grouped into general categories, which may contain lists of additional uses or clusters of uses.

- (1) Unlisted Similar Use. If a use is not listed but is similar in nature and impact to a use permitted within a Transect, the Planning and Zoning Managers may interpret the use as permitted. The Planning and Zoning Managers may refer to the the North American Industry Classification System (NAICS) for use interpretation. The unlisted use will be subject to any additional standards applicable to the similar permitted use.
- (2) Unlisted Dissimilar Use. If a use is not listed and cannot be interpreted as similar in nature and impact to a permitted use, the use may only be permitted if submitted to the DRC for recommendation of approval or denial and approved by the BCC.

c. Use Table.

Table (26). Uses by Transect outlines the permitted uses in each Transect within the Regulating Plan (refer to Figure (1). I-Drive District Regulating Plan). Each use is given one of the following designations for each Transect in which that use is permitted.

- (1) Permitted ("P"). These uses are permitted by-right in the Transects in which they are listed.
- (2) Permitted with Additional Standards ("P*"). These uses are permitted with additional standards listed in this section.
- (3) Listed uses that are prohibited in the Transect are indicated by a blank space.

KEY
P Permitted
P* Permitted with Additional Standard

Table (26) Uses by Transect

Uses	Transects				
	T6 Core General	T6 Core I Drive	T6 Core Universal	S2 Civic	S2 Theme Park
Residential & Hospitality					
Multi-family Residential	P	P	P		P
Townhomes/Single Family Attached	P				P
Live/Works	P*	P*	P*		P
Accessory Dwelling Unit	P	P	P		P
Short Term Rental	P	P	P		P
Hotel, Resort & Inn	P	P	P		P
Residential Care	P	P	P		
Civic					
Assembly	P	P	P	P	P
Hospital & Clinic	P	P	P	P	P
Library/Museum/Post Office	P	P	P	P	P
Law Enforcement & Fire	P	P	P	P	P
School	P	P	P	P	
Retail					
Neighborhood Retail - Table (27)	P	P	P		P
General Retail - Table (28)	P	P	P		P
Craftsman Retail - Table (29)	P*	P*	P*		P
Service					
Neighborhood Service - Table (30)	P	P	P		P
General Service - Table (31)	P	P	P		P
Office					
Office	P	P	P	P	P
Infrastructure					
Communication Tower	P*	P*	P*		P*
Accessory Uses					
Home Occupation	P*	P*	P*		
Amusement Supportive Industrial					P*
Amusement					
Recreation Indoor - Table (32)	P*	P*	P*		P
Recreation Outdoor - Table (33)	P*	P*	P*		P
Amusement Ride - Table (34)	P*	P*	P*		P

Table (27). Neighborhood Retail Uses.

Neighborhood uses occupy less than 12,000 sf.

Alcohol Sales (off-site consumption)
Antique Shop
Apparel & Accessory Store
Art & Education Supplies
Bakery, Retail
Bicycle Sales & Repair
Book, Magazine,
& Newspaper Store (Indoor/Outdoor)
Building Materials, Hardware,
and Garden Supply
Camera & Photo Supply Store
China & Glassware Shop
Convenience Store
Drug Store/Pharmacy
Fabric & Craft Store
Florist
Gift, Novelty, & Souvenir Shop
Grocery Store
Hardware Store
Hobby Shop
Jewelry Sales & Repair
Luggage & Leather Goods
Music Store
Musical Instrument Repair & Sales
Office Supply
Optical Goods
Paint & Wallpaper
Party Supply Shop
Pet & Pet Supply
Specialty Food Market (Butcher,
Candy, Fish Market, Produce, etc.)
Sporting Goods Sales & Rental
Stationery & Paper Store
Toy Shop
Video/Game Sales & Rental

Table (28). General Retail Uses.

Includes Neighborhood Retail uses occupying greater than 12,000 sf.

Appliance & Electronic Sales & Service
Automotive Rental
Automotive Supply (no service)
Computer Software Sales & Leasing
Department Store
Home Furnishings & Accessories Sales
& Rentals
Medical Supply Store, Sales & Rental
Motorcycle & Motor Scooter Sales
Heating, Air Conditioning & Plumbing
Supplies, Sales, & Service
Cabinet Supply (display only)
Machine Sales and Rental
Agriculture Equipment and
Supply
Electrical Supplies
Merchandise Vending Machine
Operators

Table (29). Craftsman Retail Uses.

Apparel & Finished Fabric Products
Artist Studio
Bakery & Confections
Beverages, including Beer, Wine, Liquor, Soft Drinks, Coffee
Botanical Products
Brooms & Brushes
Canning & Preserving Food
Commercial Scale Copying & Printing
Construction Special Trade Contractors
Cut Stone & Cast Stone
Dairy Products
Electronics Assembly
Engraving
Electrical Fixtures
Fabricated Metal Products
Film Making
Furniture & Fixtures
Glass
Greenhouse
Household Textiles
Ice
Jewelry, Watches, Clocks, & Silverware
Leather Products
Meat & Fish Products, no Processing
Musical Instruments & Parts
Pasta
Pottery, Ceramics, & Related Products
Printing, Publishing & Allied Industries
Shoes & Boots, manufacturing and repair
Signs & Advertising
Small Goods Manufacturing
Seamstresses
Taxidermy
Textile, Fabric, Cloth
Toys & Athletic Goods
Upholstery
Woodworking

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Table (30). Neighborhood Service Uses.

Neighborhood uses occupy less than 12,000 sf.

Bank or other Financial Service
Barber shops
Bars and Clubs
Beauty Salons
Catering
Check Cashing
Counseling
Clothing & Costume Rental
Day Care, Adult or Child
Dry Cleaning & Laundry
Emergency Care Clinic
Fitness, Dance Studio, & Gym
Framing
Home Furniture & Equipment Repair
Locksmith
Mailing Services
Microbrewery
Pet Grooming
Photocopying & Printing
Photography Studio & Supplies (on-site processing permitted)
Restaurants (refer to state law for alcoholic beverage requests)
Theater
Travel Agency & Tour Operator
Veterinarian without outside runs

Table (31). General Service Uses.

Includes Neighborhood Service uses occupying greater than 12,000 sf.

Animal Boarding (interior only)
Concert Hall
Exterminating & Disinfecting Service
Funeral Home
Private Museums & Exhibits
Repair of Small Goods & Electronics

Table (32). Recreational Indoor Uses.

Arcade & Game Rooms
Betting Cage
Billiard Parlor
Bowling Lane
Discotheque
Tennis & Racketball
Skating Rink

Table (33). Recreation Outdoors Uses.

Athletic Facilities
Aquatic Facilities
Betting Cages
Golf Driving Ranges
Golf Courses
Go-cart tracks
Miniature Golf

Table (34). Typical Amusement Ride Uses.

Carousel
Drop Tower
Pendulum Ride
Roller Coasters
Swing Ride
Train Ride
Water Ride

d. Definition of Uses and Additional Standards.

The following defines uses and provides additional standards for uses with a "P" in Table (26) Uses By Transect.

(1) Residential and Hospitality Uses.

A category of uses that include several residence types.

- (A) **Residential.** One or more dwelling units located within the principal structure of a lot, in which the units may or may not share a common wall with the adjacent (horizontally or vertically) unit or have individual entrances from the outside. In a live/work unit, the use is required to meet the following standards.
 - (i). Hour of Operation. Permitted hours of operation are 6:00 AM to 9:00 PM.
 - (ii). Entrances. Separate entrances must be provided for business and dwelling.
 - (iii). Signage. Refer to Ch. 31.5 for signage requirements.
- (B) **Short-Term Rental.** A facility or dwelling where the length of stay under the rental or lease arrangement is one hundred seventy-nine (179) days or less. Examples of nonresidential uses requiring short-term rental include time-shares, condominium hotels, resort residential, resort villa, and transient rental.
- (C) **Hotel, Resort & Inn.** A facility offering temporary lodging to the general public consisting of sleeping rooms with or without in-room kitchen facilities. Secondary uses may also be provided, including but not limited to, restaurants, conference space, meeting rooms, resort amenities and entertainment venues. Secondary uses are encouraged to be located near active street frontage. Hotel rooms shall be accessed from the interior of the building.
- (D) **Residential Care.** A facility offering temporary or permanent lodging to the general public consisting of an unlimited number of sleeping rooms with or without in-room kitchen facilities. Residential care includes such uses as independent and assisted living facilities, nursing homes, residential care homes, and transitional treatment facilities. Assistance with daily activities may be provided for residents. Secondary service uses may also be provided, such as restaurants and meeting rooms. Rooms shall be accessed from the interior of the building.

(2) Civic Uses.

A category of uses related to fulfilling the needs of day-to-day community life including assembly, public services, educational facilities, and hospitals.

- (A) **Assembly.** A facility that has organized services, meetings, or programs to benefit, educate, entertain, or promote discourse amongst the residents of the community in a public or private setting. Assembly includes such uses as a community center, private clubs and lodges.
- (B) **Hospital & Clinic.** A licensed institution providing medical care and health services to the community. These services may be located in one building or clustered in several buildings and may include laboratories, in- and out-patient facilities, training facilities, medical

offices, staff residences, food service, pharmacies, and gift shop.

- (C) **Library/Museum.** A structure open to the general public housing educational, cultural, artistic, or historic information, resources, and exhibits. Food service and a gift shop may be permitted as accessory uses.
- (D) **Law Enforcement and Fire.** A facility providing public safety and emergency services; training facilities, locker rooms, and limited overnight accommodations may also be included. The facilities shall be housed in a permitted building, but shall have the following additional allowances:
 - (i). Garage doors are permitted on the front facade.
 - (ii). Exempt from maximum driveway widths.
- (E) **Post Office.** A publicly accessed facility for the selling of supplies and mail related products and the collection and distribution of mail and packages.
- (F) **School.** A public or private education facility with classrooms and offices, that may also include associated indoor facilities such as student housing, ball courts, gymnasium, theater, and food service.

(3) Retail Uses.

A category of uses involving the sale of goods or merchandise to the general public for personal or household consumption.

- (A) **Neighborhood Retail.** A use in this category occupies a space of less than 12,000 square feet. Neighborhood retail includes such uses as those listed in Table (27). Typical Neighborhood Retail Uses.
- (B) **General Retail.** A use in this category includes all Neighborhood Retail uses occupying a space of greater than 12,000 square feet and such uses as those listed in Table (28). Typical General Retail Uses.
- (C) **Outdoor Sales or Display.** Outdoor sales or display of merchandise is not permitted unless approved by the Planning and Zoning Managers. Outdoor seating for eating or drinking establishments, or displays of merchandise directly in front of a retail establishment shall provide a minimum clearance of five feet for pedestrians.

(4) Craftsman Retail.

A use involving small scale manufacturing, production, assembly, and/or repair with little to no noxious by-products that includes a showroom or small retail outlet. Craftsman retail includes such uses as those found in Table (29). This use may also include associated facilities such as offices and small scale warehousing where distribution is limited. The maximum overall gross floor area is limited to 12,000 square feet. In the Transects where a craftsman retail use is permitted with additional standards, the following apply:

- (A) A minimum 20% of gross floor area shall be dedicated to a showroom adjacent to a Primary Street and directly accessible through the principal entrance.
- (B) Outdoor manufacturing activities and storage of goods are prohibited.

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(5) Service.

A category of uses that provide patrons services and limited retail products related to those services. Visibility and accessibility are important to these uses, as most patrons do not utilize scheduled appointments.

- (A) **Neighborhood Service.** A use in this category occupies a space of less than 12,000 square feet. Neighborhood service includes such uses as those listed in Table (30).
- (B) **General Service.** A use in this category includes all Neighborhood Service uses occupying a space of greater than 12,000 square feet and such uses as those listed in Table (31).

(6) Office Uses.

A room, studio, suite or building in which a person transacts business or carries out a stated occupation. However, this term does not include any facility involving manufacturing, fabrication, production, processing, assembling, cleaning, testing, repair or storage of materials, goods and products; or the sale or delivery of any materials, goods or products which are physically located on the premises.

(7) Infrastructure.

A use involving communication towers, including cell towers, shall meet all standards outlined in the code except where they conflict with the I-Drive District Overlay Zone. Communication towers shall be located on the top of buildings, and are prohibited on buildings less than 4 stories.

(8) Accessory Uses.

A category of uses that are not permitted to serve as the principal use on a zoning lot.

- (A) **Home Occupation.** An occupational use that is clearly subordinate to the principal use as a residence and does not require any alteration to the exterior of a building.
- (B) **Amusement Supportive Industrial.** Industrial-type uses serving as an accessory use to amusement rides and/or uses within the Special Zone Theme Park only. Industrial-type uses shall not be visible from any primary streets within the District and shall require at least a 10 foot landscaped buffer from the edge of the property line.

(9) Amusement Uses.

A category of uses that are permitted for the purpose of recreation and giving passengers amusement, pleasure, thrills, or excitement.

- (A) **Recreation, Indoor.** See Table (32). In the Transects where Recreation, Indoor is permitted, with additional standards, the following apply:
Another use, such as office or structured parking, shall provide a buffer between ground floor recreational uses and residential uses in the upper floors.

- (B) **Recreation, Outdoor.** Any premises (whether public or private) where the principal use is the provision of outdoor amusements but does not include public open space. See Table (33). In the Transects where Recreation, Outdoor is permitted, with additional standards, the use must be framed by liner buildings or civic open space meeting the minimum standards of this code.
- (C) **Amusement Ride.** Any mechanical device which carries or conveys passengers around, over, or along a fixed or restricted route or course or within a defined area for the purpose of giving its passengers amusement, pleasure, thrills, or excitement. In the Transects where amusement rides are permitted, with additional standards, the following apply. See Table (34). Helicopter commercial enterprises (heli-tours or similar uses) are not considered an Amusement Ride use and are not permitted.
 - (i) Limited to the area within the Entertainment, Sea-World, and Universal Sub-districts as described on the Regulating Plan.
 - (ii) Framed by liner buildings or civic open space meeting minimum standards of this code.
 - (iii) **Flashing Lights.** Strobe or other exterior lighting which flashes or blinks, on any exterior portion of the development, including the ride, are prohibited.
 - (iv) **Kelvin Rating (white light intensity).** All project exterior white colored lighting, located more than 40 feet above finished grade, shall be 3,000K or less.
 - (v) **Timing Between Light States (color changing).** The project shall incorporate exterior lighting control systems which shall ensure that color changing of any lighting installed more than 40 feet above finished grade shall occur through a transition, or gradual fading, by means of granular lighting control systems. Additionally, light color change transitions may only be initiated at a minimum of 8 second intervals.
 - (vi) **Lighting Power Shut Down.** Except for any FAA-required lighting, power to all white-colored lighting shall be shut off by 2 AM. All other non-white colored lighting shall be dimmed.
 - (vii) **Special Events.** Requests for special event lighting, which deviates from the exterior lighting parameters described above - shall be subject to approval by the Planning and Zoning Managers.

e. Prohibited Uses.

The following list of uses are prohibited within the I-Drive District except as may be expressly provided elsewhere in Sections 38-860 through 38-875.

Table (35). Prohibited Uses.

(1)	Accessory buildings in the front or side yards for retail purposes.	(22)(23)	Flea markets, except for those operating in conjunction with not-for-profit functions;
(2)	Adult entertainment establishments.		
(3)	Animal slaughtering or the confinement of animals for feeding, finishing, and preparation for slaughter, including stockyards and feeding pens.	(23)(24)	Gas Stations.
(4)	Any business commonly known as "check cashing," or any business in which a material part of its services includes future employment wages or other compensation (often known as "payday loans," or "pay day advances"), but not including retail businesses which provide a check cashing service as an incidental part of their business and financial institutions such as banks, credit unions, and trust companies.	(24)(25)	Glue, size, or gelatin manufacture where the processes involve the refining or recovery of such products from fish, animal or refuse materials.
		(25)(26)	Heavy equipment rental and sales.
		(27)	Helicopter commercial enterprises (heli-tours or similar uses)
(4)(5)	Asphalt, manufacturing or refining, or any similar petroleum or petrochemical refining or manufacturing process.	(26)(28)	Junk, salvage, or wrecking yard or structure wherein motor vehicles, appliances, or similar used equipment or materials are stored, dismantled, or sorted for display, sale, or packing.
(5)(6)	Asphalt or concrete paving, mixing, or batching plant.	(27)(29)	Labor pods and labor halls, as defined by F.S. §§ 448.22(1) and (3)(2016), respectively.
(6)(7)	Auctions.	(28)(30)	Machinery sales and service.
(7)(8)	Automobile towing services.	(29)(31)	Mechanical garage, including automobile body shop and painting.
(8)(9)	Bail bond agencies, as defined by F.S. § 64B.25(1)(2016).	(30)(32)	Warehouses and Mini-warehouses not meeting Craftsman Retail use standards.
(9)(10)	Biological waste transfer station.	(31)(33)	Modular and prefab home displays.
(10)(11)	Biomedical "biohazardous" waste transfer station.	(32)(34)	New and used automobile service.
(11)(12)	Blast furnace, or similar heat-or glare-generating operations.	(33)(35)	Outdoor display or storage.
(12)(13)	Bone distillation or the reduction, rendering, incineration or storage of garbage, offal, animals or animal waste, fats, fish or similar materials or products.	(34)(36)	Portable toilet storage.
(13)(14)	Bottle clubs.	(35)(37)	Pawn Shops, as defined by F.S. § 539.001(2)(2016).
(14)(15)	Building material storage.	(36)(38)	Recreational vehicle service.
(15)(16)	Bus, cab, truck repair, storage and terminal.	(37)(39)	Tallow, grease, lard or vegetable oil refining.
(16)(17)	Cement, lime, gypsum or plaster of paris manufacture, or the open storage of raw materials or finished products related to such manufacture.	(38)(40)	Truck stops and terminals.
(17)(18)	Cold storage frozen food lockers.	(39)(41)	Veterinary hospital and kennels with outside runs.
(18)(19)	Contractors' storage and equipment yards, including well-drilling equipment and land clearing equipment.		
(19)(20)	Corrosive acid manufacture or bulk storage, including, but not limited to, hydrochloric, nitric, sulfuric or similar acids.		
(20)(21)	Cultivation, processing and sale of cannabis.		
(21)(22)	Display, sale or storage of food, commodities or equipment outside an enclosed building, except for restaurants with outdoor seats and tables.		

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Sec. 38-866 Off-street Parking and Loading.

a. Intent.

The following provisions are established to accomplish the following:

- (1) Ensure an appropriate level of vehicle parking, loading, and storage to support a variety of land uses.
- (2) Provide appropriate site design standards to mitigate the impacts of parking lots on adjacent land uses.
- (3) Provide specifications for vehicular site access.

b. Applicability.

This section shall apply to all new development and redevelopment in the I-Drive District. SZ Civic and SZ Theme Park are exempt.

- (1) **Compliance.** Compliance with the standards outlined shall be attained in the following circumstances:
 - (A) Development of all new parking facilities, loading facilities, and driveways.
 - (B) Improvements to existing parking facilities, loading facilities, and driveways, including reconfiguration, enlargement, or the addition of curbs, walkways, fencing, or landscape installation.
- (2) **Damage or Destruction.** When a use that has been damaged or destroyed by fire, collapse, explosion, or other cause is reestablished, any associated off-street parking spaces or loading facilities must be reestablished based on the requirements of this section.
- (3) **Site Plan Approval Required.** Parking quantities and parking design and layout shall be approved through the Site Plan Approval process.

c. Vehicular and Bicycle Parking Requirements.

Table (36) outlines the required off-street vehicular and bicycle parking requirements.

- (1) **Organized by Use.** The parking requirements are organized by use, in a similar fashion to Table (26) Uses By Transect. Parking rates are provided for general use categories; these numbers are applicable for all of the uses within these categories.
- (2) **Vehicular Spaces Required.** The vehicular spaces required column indicates the required off-street parking ratio, which may be subject to credits and other reductions and a maximum number, as are detailed in this section.

Outdoor patio seating, or similar use, is counted towards gross square footage.
- (3) **Maximum Allowable Vehicular Spaces.** When a use requires more than 20 spaces, it is not permitted to provide surface parking greater than 25% over the minimum parking requirement. There is no cap on structured parking spaces.
- (4) **Required Bicycle Parking.** Table (36) indicates the minimum bicycle parking ratio for a given use.

- (5) **Required Accessible Parking.** Parking facilities accessible for persons with disabilities shall be in compliance with or better than the standards detailed in the Florida Accessibility Code, including quantity, size, location, and accessibility.

Table (36) Required Off-street Vehicular and Bicycle Parking.

Use	Minimum Vehicle Spaces ¹	Minimum Bicycle Spaces
Multi-family Residential	1 Bedroom: 1.5 / Dwelling Unit, 2 Bedroom and above: 2 / Dwelling Unit	1.5 / Dwelling Unit
Townhomes	2 / Dwelling Unit	2 / Dwelling Unit
Hospitality	1 / 1.5 Room	2 / 10 vehicular spaces, no more than 12 spaces required
Retail & Service	1 / 200 gross sq. ft.	Minimum 2 spaces, 1 / additional 5,000 sf
Restaurant	1 / 4 seats	Minimum 2 spaces, 1 / additional 5,000 sf
Amusement	1 / 3 patrons, plus 1 / employee	2 / 10 vehicular spaces, no more than 12 spaces required
Office	1 / 250 gross sq. ft.	Minimum 2 spaces, 1 / additional 10,000 sf

Notes

- ¹ Refer to Sec. 38-866 c. (3) Maximum Allowable Vehicular Spaces.

d. Parking Reductions and Credits.

Vehicular parking standards in Table (36) may be reduced by achieving one or all of the following reductions and credits:

- (1) **Cooperative Vehicular Parking.** When two or more categories of uses share a parking lot and are located on the same lot or adjacent lots, the following applies:
 - (A) **General Provisions.** Cooperative parking will be approved in accordance with the following. Refer to Table (37) Cooperative Parking Factors.
 - (i) Calculate the number of spaces required for all uses to obtain a grand total of required spaces.
 - (ii) Divide the total number of required spaces by the appropriate factor provided for the applicable two uses.
 - (iii) When there are three or more uses, the highest cooperative parking requirement is applied. For example, a mixture of Retail, Hospitality & Office uses provide these potential factors: 1.2, 1.3 or 1.7. Since a factor of 1.2 requires the most parking, it is the applicable factor for this credit.
 - (B) **Location of Cooperative Parking.** Any cooperative parking must be within 660 feet from the entrance of the use to the closest parking space within the cooperative parking lot, measured along a dedicated pedestrian path.
- (2) **Public Parking Credit.** For all non-residential uses, public parking spaces available 24 hours a day, including on-street parking and structured parking, may be credited towards the parking requirement at a rate of one credit for every three public parking spaces. Spaces must be located within 660 feet from the entrance of the use and measured along a dedicated pedestrian path.
- (3) **Transit Credit.** For all uses, vehicular parking requirements may be reduced with proximity to any commuter transit station with up to 30 minute headways. Proximity is measured along a walking path from any point along the property line to the transit stop.
 - (A) Within 660 feet. A reduction of 15% of the required off-street parking.
 - (B) Within 1,320 feet. A reduction of 10% of the required off-street parking.
- (4) **Other Parking Reductions.** Additional reductions may be approved by Transportation Planning with the submittal of a parking study.

Table (37) Cooperative Parking Factors.

Use	Residential	Hospitality	Retail and Service	Office
Residential	1	1.1	1.2	1.4
Hospitality	1.1	1	1.3	1.7
Retail & Service	1.2	1.3	1	1.2
Office	1.4	1.7	1.2	1

I-Drive District Overlay Zone

f. Vehicular Off-Street Parking Lots.

The design or redesign of all off-street parking facilities shall be subject to the site plan approval procedure.

- (1) **Vehicular Parking Space Dimensions.** The appropriate dimensions for parking spaces are outlined in Table (38) Parking Space Dimensions and Figure (43) Off-Street Parking Layout.
 - (A) The width of a parking space shall be measured from the center of a stripe.
 - (B) Each space shall have a vertical clearance of at least seven feet.
- (2) **Wheel Stops.** Install wheel stops or bumper guards when parking is adjacent to a pedestrian pathway to limit vehicle overhang that reduces the sidewalk width. Such stops or guards shall be properly anchored or secured.
- (3) **Location of Parking.** Refer to Sec. 38-864 Site and Building Requirements for information on the location of parking facilities.

- (4) **Access.** All off-street parking and loading facilities shall open directly onto an aisle, alley, or driveway designed to provide safe access to such facilities. Exceptions include:

Tandem Parking. No more than two spaces may be included in a tandem parking spot, and the rear space must meet the access requirement. Permitted in townhomes only.
- (5) **Edge of Lot and Drives.** All curb and gutter shall be located a minimum of 3 feet from any adjacent property line or right-of-way.
- (6) **Landscape Requirements.** All parking areas shall meet the requirements of the Landscape section.

g. Pedestrian Access.

All parking lots with two or more double-loaded aisles shall provide internal pedestrian pathway(s) within the parking area and outside of the parking drive aisle.

- (1) **Dimension.** The pathway shall be a minimum of six feet in width.
- (2) **Quantity.** One pathway is required for every 250 feet of building perimeter facing the parking lot and is measured along the building edge.
 - (A) Pathways shall provide direct connections to the principal structure(s) entrances from the spaces furthest from the entrance.
 - (B) At least one pathway shall provide a direct connection between adjacent vehicular rights-of-way and/or trails and the principal structure's entrance.
- (3) **Location.** The pathway shall be centrally located within the parking area to serve a maximum number of parking stalls.
 - (A) Pathways shall provide direct connections to the principal structure(s) entrances from the spaces furthest from the entrance.
 - (B) At least one pathway shall provide a direct connection between adjacent vehicular rights-of-way and/or trails and the principal structure's entrance.
- (4) **Pathway Delineation.** Pedestrian pathways should be clearly marked with striping or through the use of alternative materials, such as pavers. Refer to Figure (44).
- (5) **Accessibility.** Pedestrian facilities within the parking lot, buildings access and access to adjacent areas shall comply with the applicable ADA standards.

- (5) **Surface.** The parking surface shall be designed and maintained to be mud and dust free. The surface shall be concrete or a similar material, such as interlocking pavers. Gravel and rocks may not be used for bicycle surface parking.
- (6) **Signage.** If required bicycle parking for public use is not visible from the street, signs must be posted indicating their location.
- (7) **Maintenance and Lighting.** Areas used for required bicycle parking must be well-lit with acceptable drainage to be reasonably free of mud and standing water.
- (8) **Shower Facilities.** Any uses with more than 50 seasonal or permanent employees shall provide shower and changing room facilities.

Figure (43). Off-Street Parking Layout

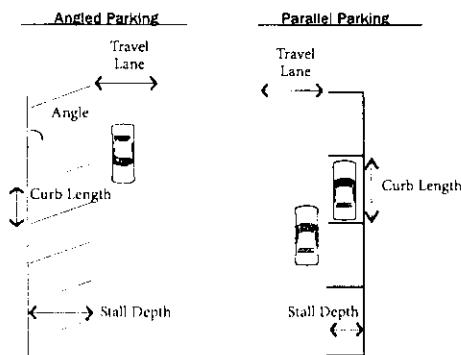


Figure (44). Parking Lot Pedestrian Walkway.

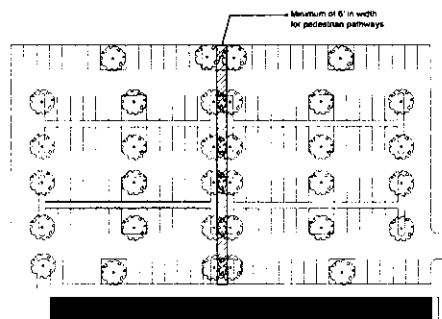


Table (38). Off-Street Parking Space Dimensions

Angle (degrees)	Curb Length (feet)	Stall Depth (feet)	One Way Travel Lane (feet)	Two Way Travel Lane (feet)
0 (Parallel)	22	8.5	12	20
30	18	18	12	20
45	12	17	14	20
60	10	18	18	22
90	9	18	20	22

h. Bicycle Parking Design.

Bicycle parking (refer to Table 36)) shall be designed and located as follows.

- (1) **Racks and Storage Structure Requirement.** Racks and structures shall be provided for all bicycle spaces, and shall be designed to accommodate both chain and U-shaped locking devices and provide overhead shelter to count towards bicycle parking requirement.
- (2) **Dimensions.**
 - (A) Required bicycle parking spaces shall have minimum dimensions of two feet in width and six feet in length.
 - (B) An aisle a minimum of five feet wide shall be provided behind bicycle parking facilities to allow for maneuvering.
 - (C) A minimum of two feet shall be provided beside each parked bicycle to allow access. This access may be shared by adjacent bicycles.
 - (D) Racks shall be installed a minimum of two feet from any wall or other obstruction.
- (3) **Location.** Bicycle parking should be located within 50 feet of the entrance of the use.
 - (A) Indoor or outdoor spaces are permitted, provided they are located on the lot with which they are associated.
 - (B) Bicycle parking facilities shall be separated from vehicular parking areas to protect parked bicycles from damage. The separation may be accomplished through grade separation, distance or physical barrier, such as curbs, wheel stops, poles or other similar features.

I-Drive District Overlay Zone

I. Loading Requirements.

All uses except in the residential and civic categories shall provide off-street loading spaces in compliance with Table (39) Required Loading Facilities.

- (1) All loading facilities shall adhere to the following requirements.
 - (A) **Use of Off-Street Loading Areas.** Space allocated to any off-street loading use shall not be used to satisfy the space requirements for any off-street parking facilities or portions thereof.
 - (B) **Location.** Unless otherwise specified, all required loading facilities shall be located on the same lot as the use to be served. No loading space shall block or project into a street, Alley, access drive, or parking area.
 - (C) **Access.** Loading facilities shall have clear access onto an Alley or be connected to an Alley or street via a driveway.
 - (i) Direct access to a public way, other than an Alley, is prohibited.
 - (ii) Each required off-street loading space shall be designed with appropriate means of vehicular access to a street or Alley in a manner which will least interfere with traffic movement.
- (2) **Computation.** Loading facilities shall be calculated using the following information.
 - (A) **Gross Square Footage.** Unless otherwise expressly stated, loading standards for non-residential buildings shall be computed on the basis of gross floor area in square feet.
 - (B) **Fractions.** When computation of the number of required off-street loading spaces results in a fractional number, any result of 0.5 or more shall be rounded up to the next consecutive whole number. Any fractional result of less than 0.5 may be rounded down to the previous consecutive whole number.
 - (C) **Shared or Central Loading Facilities.** Shared or central loading facilities are permitted if the following conditions are met.
 - (i) Each lot served shall have direct access to the central loading area without crossing streets or Alleys.

- (ii) Total off-street loading spaces provided shall meet the minimum requirements herein specified, based on the sum of the several types of uses served unless reviewed and approved by the Planning and Zoning Managers through site plan review.
 - (iii) No lot served shall be more than 500 feet from the central loading area.
- (3) **Dimensions.** A standard off-street loading space shall be a minimum of 10 feet in width by 26 feet in length and an oversized loading space shall be a minimum of 12 in width and 40 feet in length, exclusive of aisle and maneuvering space and shall have a minimum vertical clearance of 15 feet.
 - (4) **Pavement Materials.** One of the following materials shall be used to reduce Urban Heat Island effect and stormwater run-off.
 - (A) Paving materials with a solar reflectance index (SRI) of at least 29.
 - (B) Pervious pavement or pavers.

Table (39). Required Loading Facilities.

Gross Floor Area (sq. ft.)	Loading Spaces Required
Under 5,000	0
5,000 to 20,000	1
20,001 to 40,000	2
40,001 to 70,000	3
70,001 to 100,000	4
100,001+	4 + 1 for each 100,000 over 100,001

J. Site Access and Driveways Requirements.

These standards shall supplement the provisions for access provided in Sec. 38-864 Site and Building Requirements. Each driveway providing site access from a street, Alley, or other vehicular right-of-way shall be designed, constructed, and permanently maintained as follows.

- (1) **Quantity of Driveways.** The number of driveways permitted for each building is located in Sec. 38-864 Site and Building Requirements.
- (2) **Dimensions and Design.**
 - (A) **Driveway Width at Property Line.** All driveways shall have a maximum width of 24 feet as measured at the property line except as stated below.

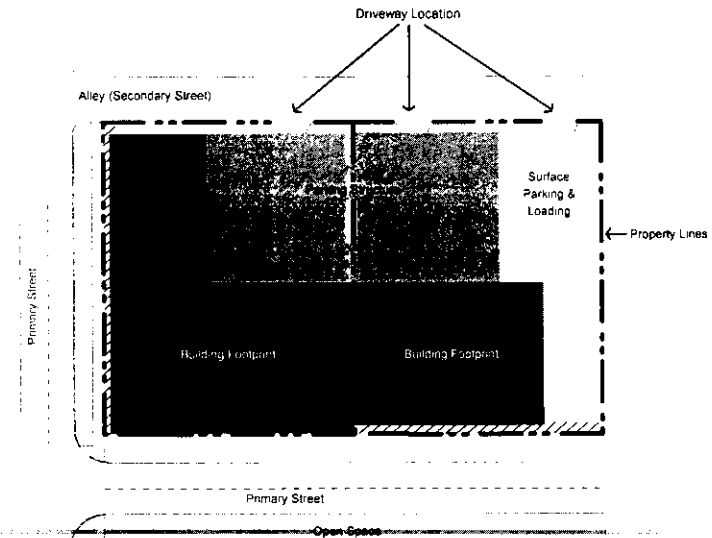
Maximum width for one-way driveways is 12 feet at the property line.
 - (B) **Maximum Width.** When a garage door is located on the front facade of the structure, the driveway shall be no more than two feet wider than the garage door at any location.
 - (C) **Shared Access.** When possible, adjacent developments should share points of access to minimize impervious surface.

Shared Driveway Width. When access is shared between three or more non-residential users, a dedicated turn lane may be constructed, allowing an increase in the maximum driveway width from 24 feet to 32 feet provided that a

traffic impact study states its necessity and access must be onto a Local Street, Avenue or Boulevard (refer to Sec. 38-862, Street Types).

- (D) **Sidewalk Pavement.** Sidewalk pavement elevation, width, design, scoring, material, and design shall extend continuously over the driveway pavement with the intent of prioritizing the sidewalk path over the driveway. If the driveway and sidewalk are of the same material, the sidewalk path shall be scored or designated linearly across the entire driveway.
- (3) **Location.** Specific location information on location of site access and driveways can be found in Sec. 38-864 Site and Building Requirements.
 - (A) Driveways accessing rear yard garages are permitted within the side or rear yard setback, no closer than two feet from a side or rear property line, unless the driveway is shared.
 - (B) Driveways shall not be closer than 30 feet from the intersection of two streets (corner) measured from the right-of-way line..

Figure (45). Driveway Location.



I-Drive District Overlay Zone

Sec. 38-867 Landscape.

Refer to Chapter 24, Orange County Code, for all landscaping requirements of the district.

Sec. 38-868. Approval Requirements.

a. Scope of Regulations.

- (1) **New development.** Unless otherwise exempt or vested pursuant to subsection b., c. or d. below, all development within the I-Drive District Overlay Zone and all development undertaken by, and all actions taken in regard to, development orders shall be consistent with the I-Drive District Overlay Zone code ("I-Drive District Code" or "Code").
- (2) **Nonconforming structures and uses; alterations.** All buildings and uses in existence on ~~January 10 February 7, 2017~~ that do not comply with the I-Drive District Code and that are not exempt or vested pursuant to subsection b., or c. or d. below shall be considered nonconforming, and, except as otherwise provided below, shall be subject to the requirements relating to nonconforming structures and uses in Article III, Chapter 38, Orange County Code. Notwithstanding the foregoing and anything to the contrary in Article III of Chapter 38, the following shall apply to renovations or alterations of buildings and uses in existence on ~~January 10 February 7, 2017~~:
 - (A) Renovations or alterations of buildings exclusively interior in nature are not subject to this Code.
 - (B) Nonconforming uses and structures in existence on ~~January 10 February 7, 2017~~ may be continued, altered, renovated or expanded, subject to the following:
 - (i) **Building Expansion.** Where the gross building square footage in existence on ~~January 10 February 7, 2017~~ is expanded by more than 50% (individually or cumulatively), or an expansion combined with the reconstruction of any square footage that was intentionally razed amounts to more than 50% of the gross building square footage in existence on ~~January 10 February 7, 2017~~, the expansion or the expansion with reconstruction, whatever the case may be, shall conform with the site and building requirements of this Code, to the maximum extent practicable.
 - (ii) **Site Expansion or Alteration.** Where (a) an expansion or alteration of a site affects 50% or more of a parking area in existence as of ~~January 10 February 7, 2017~~, or (b) vehicular access or driveways are being relocated, added or removed, the portion of the site that is being altered shall, to the maximum extent practicable, conform with the block configuration, street types and off-street parking requirements of this Code.
 - (iii) **Building Façade Improvements.** Substantial renovations or alterations of the front building façade, such as the relocation of entry doors or windows, shall comply

with the minimum ground story transparency and the principal entrance location requirements (reference Sec. 38-864, Table (22) subsection c), to the maximum extent practicable.

- (iv) **Destruction, Damage, Demolition.** Where more than 50% of the gross building square footage in existence on ~~January 10 February 7, 2017~~ is destroyed, damaged or demolished by fire, flood, explosion, or other casualty, the replacement or rebuilt use or structure and the redeveloped portion of the site shall comply with all requirements of this Code, to the maximum extent practicable.
 - (v) **Intentional Razing.** Where more than 50% of the gross building square footage in existence on ~~January 10 February 7, 2017~~ is intentionally razed, the replacement or rebuilt use or structure and the redeveloped portion of the site shall comply with all requirements of this Code.
 - (vi) **Site Constraints.** A nonconforming structure or use on a physically constrained site (e.g., limited size, topography, environmental considerations, or location of existing buildings and improvements) that is required to comply with some or all of this Code in connection with any proposed alterations, renovations, expansions, or redevelopment, shall comply with this Code to the maximum extent practicable.
- (C) Any alteration, renovation, expansion, or redevelopment that does not meet the thresholds for Code compliance set forth above shall not be required to comply with this Code in connection with such alteration, renovation, expansion or redevelopment. The County shall consider any application for an alteration, renovation, expansion, or redevelopment in accordance with the County's applicable development approval process, without regard to the provisions of this Code.

b. Planned Developments; Conditionally Exempt.

- (1) A Planned Development (PD) in existence on ~~January 10 February 7, 2017~~, or portion thereof, shall be exempt and remain exempt from the I-Drive District Code, subject to the following terms and conditions:
 - (A) With respect to a PD, or portion thereof, without a Development Plan (DP) or Preliminary Subdivision Plan (PSP) as of ~~January 10 February 7, 2017~~, the developer shall have until ~~January 10 February 7, 2020~~ to submit a complete application with the Development Review Committee (DRC) for a DP or PSP, whatever the case may be, that, at the developer's option, does not conform to the I-Drive District Code in one or more respects, provided that (i) the DP or PSP does not necessitate a substantial change to the PD; (ii) the application continues to be processed by the developer after submittal and is approved, if at all, within one year after it is submitted; and (iii) construction of the project or of at least the first phase, as applicable, commences pursuant to

the approved DP or PSP within two years from the date of its approval (or construction commences within such other period of time that may hereafter be added to the Orange County Code for an approved DP or PSP in a PD, whichever period is longer). The developer may apply for, and the DRC may grant, a single one-year extension of the ~~January 10 February 7, 2020~~ deadline upon a showing of good cause by the applicant, meaning hardship and/or extenuating circumstances beyond the applicant's control.

- (B) With respect to a PD, or portion thereof, with a DP or PSP as of ~~January 10 February 7, 2017~~:
 - (i) if construction pursuant to the DP or PSP has not commenced as of that date, the developer shall have until ~~January 10 February 7, 2020~~ to commence construction of the project or of at least the first phase, as applicable, pursuant to the approved DP or PSP. The developer may apply for, and the DRC may grant, a single one-year extension of the ~~January 10 February 7, 2020~~ deadline upon a showing of good cause by the applicant, meaning hardship and/or extenuating circumstances beyond the applicant's control.
 - (ii) the developer shall have until ~~January 10 February 7, 2020~~, to submit a complete application with the DRC to amend the DP or PSP in a manner that constitutes a substantial change to the DP or PSP and that, at the developer's option, does not conform to the I-Drive Code in one or more respects, provided that:
 - (I) the amendment to the DP or PSP does not necessitate a substantial change to the PD;
 - (II) the application continues to be processed by the developer after submittal and is approved, if at all, within one year after it is submitted; and
 - (III) construction commences pursuant to the amended DP or PSP within two years from the date of its approval (or construction commences within such other period of time that may hereafter be added to the Orange County Code for an approved DP or PSP in a PD, whichever period is longer).

The developer may apply for, and the DRC may grant, a single one-year extension of the ~~January 10 February 7, 2020~~ deadline upon a showing of good cause by the applicant, meaning hardship and/or extenuating circumstances beyond the applicant's control.

- (iii) if construction pursuant to the DP or PSP commenced or was completed for any portion of the development by ~~January 10 February 7, 2017~~, the entire development covered in the DP or PSP is exempt and shall remain exempt from the I-Drive District Code, and the developer is not subject to the ~~January 10 February 7, 2020~~ deadline unless the developer applies for a substantial change to the DP or PSP.
- (2) ~~As of January 10 February 7, 2017, the portions of existing~~

POs identified on Figure (46) are undergoing environmental remediation or are subject to a Consent Agreement, Remediation Agreement or other agreement with a regulatory agency requiring remediation to be completed. Accordingly, for those PDs only, the three (3) year deadline set forth in subsection (1)(A) and (B) above shall be abated until such remediation has been completed. (For example, if remediation for a particular PD is completed on July 1, 2018, the three year deadline to submit a complete application or commence construction, whatever the case may be, shall be July 1, 2021 instead of ~~January 10 February 7, 2020~~).

- (3) Failure to satisfy the terms and conditions of subsection (1)(A) or (B) shall cause the PD to lose its conditional exempt status, and the PD shall then become subject to the requirements of the I-Drive Code.
- (4) Notwithstanding a PD's conditional exempt status, to the maximum extent practicable, a developer of a PD, or portion thereof, is encouraged to comply with the I-Drive District Code.
- (5) After ~~January 10 February 7, 2017~~, new PDs and substantial changes to PDs, DPs and PSPs approved prior to ~~January 10 February 7, 2017~~, shall not be permitted within the District, except as provided under Section b.(1)(B)(ii) for DPs and PSPs. However, changes to a DP, PSP, Land Use Plan or to conditions of approval of a PD approved prior to ~~January 10 February 7, 2017~~, that would otherwise be deemed a substantial change to the DP, PSP, PD or Land Use Plan shall be deemed a non-substantial change if such change is consistent with the intent of the I-Drive District Code, as determined by the Planning Manager. Any nonsubstantial change to a PD, DP, PSP or Land Use Plan may be permitted at any time after ~~January 10 February 7, 2017~~, and need not comply with the I-Drive District Code.

c. Vested rights application; determination.

In recognition that the rights of some property owners to develop their land may be vested, despite the particular development being inconsistent with the I-Drive District Code, any person may request from the County a determination of whether the person's right to complete a development in existence as of ~~January 10 February 7, 2017~~ is vested pursuant to this subsection c., notwithstanding that all or a portion of a development is inconsistent with the I-Drive District Code. Such an application, along with a non-refundable application fee in an amount approved by the Board of County Commissioners, shall be submitted to the Planning Manager on an application form as the County may prescribe, and the application shall be reviewed and granted or denied in accordance with the procedures described in this subsection c.

- (1) The applicant shall submit all relevant supporting information, including other development orders or permits, contracts, letters, appraisals, reports, or any other documents upon which the vested rights application is based, with the Planning Manager. The applicant shall identify the provisions of the I-Drive District Code that the applicant believes should not apply because of vesting.

I-Drive District Overlay Zone

Figure (46): Sites Undergoing Environmental Remediation.



- (2) The Planning Manager, based on consultations with the County Attorney's Office, shall render a written determination granting a vested rights certificate or denying the vested rights application within forty five (45) calendar days after the applicant submits a complete and sufficient application, unless the applicant agrees in writing to an extension of time.
- (3) **Vested rights criteria.** A development shall be entitled to a vested rights certificate if, as of ~~January 10~~ February 7, 2017:
 - (A) The County has issued a development order or the County has otherwise taken official action with respect to development of the property; and
 - (B) Extensive obligations or expenses (other than land purchase costs and payment of taxes) including, but not limited to, legal and professional expenses related directly to the development have been incurred or there has otherwise been a substantial change in position; and
 - (C) Such obligations, expenses, and change in position were undertaken by the property owner in good faith reliance on the actions of the County; and
 - (D) It would be unfair to deny the property owner the opportunity to complete the project.
- (4) **Required compliance with other laws, ordinances, etc.** The purpose of this subsection c. is only to specify the circumstances under which a property owner may undertake or continue development despite the inconsistency of the development with the I-Drive District Code. Therefore, nothing in this subsection acts to create rights that otherwise do not exist. Any development that is granted a vested rights certificate is not exempt or vested from any other laws, ordinances, regulations, or conditions of approval as may be applicable to the development, shall continue to be subject in all respects to all other laws, ordinances, and regulations, and shall continue to be subject to all terms, conditions, requirements and restrictions contained in any development order or permit or approval pertaining to the particular development. Also, a vested rights certificate does not entitle the holder of the certificate to the issuance of any development order, permit or approval not specified in the vested rights certificate, and does not exempt the holder from paying any impact or other fees assessed by the County after the effective date of such determination (or any increases thereto). A vested rights certificate may include criteria, standards, thresholds and/or guidelines, such as conditions regarding phasing, original conditions of approval or other appropriate development requirements, as may be specifically applicable to the particular project, provided that such conditions and requirements shall be based upon the original development approval on which the vested rights certificate is granted.
- (5) **Substantial change or deviation.** Additional impacts generated by any substantial change from the terms of the development order upon which a vested rights certificate is predicated

shall be subject to the I-Drive District Code to the extent of the additional impacts generated by the substantial change over and above the previously approved development order.

- (6) **Expiration of vested rights certificate.** A vested rights certificate issued pursuant to this subsection c. shall expire and become null and void in either of the following circumstances:
 - (A) Upon the expiration of the development order or permit or approval that served as the predicate for the property owner's vested rights certificate; or
 - (B) Three (3) years from the date of issuance of the vested rights certificate, if no further physical development takes place after issuance of the vested rights certificate. The developer may apply for, and the DRC may grant, a single one-year extension of the three year time frame upon a showing of good cause by the applicant, meaning hardship and/or extenuating circumstances beyond the applicant's control.
- d. Impairment of Contract.**
 - (1) It is not the intent of the County that the I-Drive District Code impair any valid, existing and bona fide contract rights contrary to Article I, Section 10, Florida Constitution ("Prohibited laws").
 - (2) Accordingly, any person may submit a statement to the Planning Manager as to an alleged impairment of contractual rights, which shall specifically identify the provision(s) of the I-Drive District Code that the applicant believes cause the impairment, and evidence of such contractual rights that were valid and in effect as of ~~January 10~~ February 7, 2017, including but not limited to contracts, agreements, and covenants. The statement and supporting materials, along with a non-refundable application fee in an amount approved by the Board of County Commissioners, shall be submitted to the Planning Manager, who shall review the statement and supporting materials in consultation with the County Attorney's Office. Within sixty (60) calendar days of receipt of the complete and sufficient statement and supporting materials, the Planning Manager shall issue a written determination, unless the applicant agrees in writing to an extension of time.
 - (A) If the determination finds an impermissible impairment of contract, the determination shall identify the provisions of the I-Drive District Code causing the impairment, and shall grant or approve such waivers or deviations as necessary to avoid such impairment, with such waivers or deviations being valid for only the length of time that the contract or other document giving rise to the impairment remains valid and in effect.
 - (B) If the determination does not find an impermissible impairment of contract, the determination shall explain the rationale for the determination.

I-Drive District Overlay Zone

h. Deviations from Regulations and Proposed Alternatives.

- (1) Deviations from Regulations. If a development standard within the I-Drive District Code or a regulation not addressed is requested to be modified or altered, such alternate standards shall be submitted with the site plan and reviewed by appropriate staff relative to the nature of the regulation or standard in question, with final decision by the Planning and Zoning Managers (and the County Engineer if applicable). If the proposed deviation is considered consistent with the intent of the I-Drive District Code and the Comprehensive Plan, it may be accepted as non-substantial and appropriate to proceed without the need of further approvals. If the proposed deviation is considered inconsistent with the I-Drive District Code or the Comprehensive Plan, it will be considered a substantial change and may be appealed to the DRC for further evaluation and consideration for approval.
- (2) Regulations Not Addressed. If a particular development standard is determined to have not been addressed within the scope of this I-Drive District Code, the most relevant applicable Orange County standard shall be employed.
- (3) Appeals to DRC. Any decisions appealed to the DRC shall require a separate DRC application following the change determination application process. The DRC will evaluate the proposed Regulating Plan and/or code alteration(s) and either require changes, approve as non-substantial, or deny as substantial. Any DRC decisions may be appealed to the BCC following DRC Change Determination regulations.

i. Amendments to the Regulating Plan.

- (1) This subsection is intended to describe the process by which the owners of properties within the Overlay District may seek to change their Transect or Special Zone designation, or by which the Overlay District boundary may be expanded, necessitating an amendment to the Regulating Plan.
- (2) To apply for a change to the existing Transect or Special Zone designation on a property, the property owner shall apply for an amendment to the Regulating Plan on a form to be created by the County submit an application through the County's Planning Division. The applicant shall pay an associated fee in an amount to be approved by the Board of County Commissioners.
- (3) The DRC Planning and Zoning Commission (PZC) shall review the proposed amendment to the Regulating Plan for consistency with the I-Drive District Code and shall recommend approval or denial of an ordinance implementing the amendment to the BCC.
- (4) The BCC shall review the application in a public hearing, and shall approve or deny the request based on consistency with the intent of the Code. Parcels converting to a Special Zone: Theme Park designation shall meet the following conditions and requirements:
 - (A) Any property to be included in a Special Zone: Theme Park shall be under the same ownership or control as an adjoining parcel in the then existing Special Zone: Theme Park; and

- (B) Any property for which a Special Zone: Theme Park designation is sought shall contain a minimum of 25 contiguous acres either alone or in combination with other property having the same designation.
- (5) If the application is approved by the BCC, Figure (1), I-Drive District Regulating Plan, shall be amended by ordinance.
- (6) An expansion of District boundaries to include any new parcels, and to assign the new parcel(s) a transect or Special Zone designation, shall also require an amendment to the Future Land Use Map in the Comprehensive Plan and to the Code. Property proposed for inclusion within the District shall be at least 25% contiguous to the then-existing district boundary.
- (7) The creation of new Transects or Special Zones in the District requires an amendment to the Comprehensive Plan and to the Code.

j. Appeals.

- (1) Any party aggrieved by a decision of the Planning Manager and/or the Zoning Manager pursuant to Section 38-868 may notify the Planning Manager in writing that such party is appealing the decision. The notification shall be delivered to the Planning Manager no later than thirty (30) days after the decision on the application is delivered to the applicant; otherwise, the applicant shall be deemed to have waived all rights to challenge the decision. Upon receipt by the Planning Manager of a timely notice of appeal, the Planning Manager shall submit the appeal to the DRC, which shall consider the appeal no later than ninety (90) days following receipt or at such later date to which the applicant may consent.
- (2) Any decision of the DRC pursuant to this section may be appealed to the board of county commissioners by submitting a letter to the chairman of the DRC within thirty (30) days of the DRC's decision.
- (3) The board of county commissioners shall review the application or decision on the same basis and in accordance with the procedures and criteria in this section. The board of county commissioners may approve (with or without conditions) or deny the application, return the application to the appropriate committee or staff for further consideration with or without comments or directions, or uphold or overturn the decision of the Planning Manager, as appropriate. An approval issued by the board of county commissioners shall enable the Planning Manager to issue a determination, as appropriate, which in any case may contain such conditions as the board of county commissioners may require.
- (4) A person aggrieved by a decision of the board of county commissioners pursuant to Section 38-868 may challenge the decision in the Circuit Court for the Ninth Judicial Circuit. If the aggrieved person decides to challenge the decision, he/she shall file a petition for writ of certiorari with the clerk to the circuit court not later than thirty (30) days after the decision is rendered by the board of county commissioners. The record before the circuit court shall consist of the complete record of the proceedings before the board of county commissioners.
- (5) Judicial review shall not be available unless and until the procedures set forth in this section have been exhausted.

Sec. 38-869. Definitions.

a. Graphics.

The graphics, tables, and text utilized throughout this code are regulatory. In case of a conflict, text shall control over tables and graphics and tables shall control graphics.

b. Defined Terms.

For the purposes of Sections 38-860 through 38-875, the following terms shall have the following meanings.

- (1) **Accessory Use or Structure.** A use or structure customarily, incidental, and subordinate to the principal use or structure and located on the same lot with such principal use or structure.
- (2) **Applicant.** A developer or an authorized agent of a developer.
- (3) **Block.** The aggregate of lots, passages, lanes, and Alleys bounded on all sides by streets.
- (4) **Block Depth.** A block measurement that is the horizontal distance between the front property line on a block face and the front property line of the parallel or approximately parallel block face.
- (5) **Block Ends.** The lots located on the end of a block; these lots are often larger than the lots in the interior of the block or those at the opposite end of the block and can be located on a more intense street type. They are typically more suitable for more intensive development, such as multiple family or mixed use development.
- (6) **Block Face.** The aggregate of all the building facades on one side of a block.
- (7) **Block Length.** A block measurement that is the horizontal distance along the front property lines of the lots comprising the block.
- (8) **Build-to-Zone.** An area in which the front or corner side facade of a building shall be placed; it may or may not be located directly adjacent to a property line. The transect dictates the minimum and maximum distance a structure may be placed from a property line. Refer to Figure (51) Build-to-Zone vs. Setback Line.
- (9) **Coverage, Building.** The percentage of a lot developed with a principal or accessory structure.
- (10) **Coverage, Impervious.** The percentage of a lot developed with principal or accessory structures and impervious surfaces, such as driveways, sidewalks, and patios.
- (11) **Dedication.** The intentional appropriation of land by the owner to the county for public use and/or ownership.
- (12) **Density.** The number of dwelling units located in an area of land, usually denoted as units per acre.
- (13) **Dwelling Unit.** A building or portion thereof, designed or used exclusively for residential occupancy, but not including hotels, lodgings, motels, or mobile homes.
- (14) **Easement.** A legal interest in land, granted by the owner to

another person or entity, which allows for the use of all or a portion of the owner's land for such purposes as access or placement of utilities.

- (15) **Expression Line.** An architectural feature. A decorative, three dimensional, linear element, horizontal or vertical, protruding or indented at least two inches from the exterior facade or a building typically utilized to delineate floors or stories of a building.
- (16) **Facade.** The exterior face of a building, including but not limited to the wall, windows, windowsills, doorways, and design elements such as expression lines. The front facade is any building face adjacent to the front property line.
- (17) **Frontage Type.** The permitted treatment types of the ground floor facade of a building. Refer to the Transects section for more information and a list of permitted Entrance Types.
- (18) **Grade.** The average level of the finished surface of the ground story adjacent to the exterior walls of a building.
- (19) **Gross Floor Area.** The sum of all areas of a building, including accessory storage areas or closets within sales spaces, working spaces, or living spaces and any basement floor area used for retailing activities, the production or processing of goods, or business offices. It shall not include attic space having headroom of seven feet or less and areas devoted primarily to storage, balconies, off-street parking and loading areas, enclosed porches, roof decks, roof gardens, or basement floor area other than specified above.
- (20) **Impervious Surface.** Also referred to as impervious material. Any hard surface, man-made area that does not absorb water, including building roofs, sidewalks, parking, driveways, and other paved surfaces.
- (21) **Landscape Area.** Area on a lot not dedicated to a structure, parking or loading facility, frontage buffer, side and rear buffer, or interior parking lot landscaping.
- (22) **Lot.** A parcel of land occupied or intended for occupancy by a use permitted in this chapter. Refer to Figure (50) Lots.
- (23) **Lot, Corner.** A parcel of land abutting at least two vehicular rights-of-way, excluding an Alley, at their intersection. Refer to Figure (50) Lots.
- (24) **Lot, Flag.** A parcel of land having its only access to the adjacent vehicular right-of-way, excluding an Alley, through a narrow strip of land. Refer to Figure (50) Lots.
- (25) **Lot, Interior.** A parcel of land abutting a vehicular Right-of-way, excluding an Alley, along one (1) Property Line; surrounded by Lots along the remaining Property Lines.
- (26) **Lot, Through.** Also referred to as a double frontage lot. An interior lot having frontage on two approximately parallel vehicular rights-of-way, excluding an Alley. Refer to Figure (50) Lots.
- (27) **Lot Area.** The computed area contained within the property lines; it is typically denoted in square feet or acres.

I-Drive District Overlay Zone

- (28) **Lot Depth.** The distance measured from the midpoint of the front line to the midpoint of the opposite rear line of the lot. Refer to Figure (50) Lots.
- (29) **Lot Frontage.** The horizontal distance between the Side Property Lines, measured at the Front Property Lines. Through lots may have two frontages. Refer to Figure (50) Lots.
- (30) **Nonconformance.** A structure, use, lot, or site characteristic that was legally constructed or operated prior to the effective date of or Amendment to this code, but that cannot be constructed, platted, or operated after the effective date of or Amendment to this code.
- (31) **Occupancy.** The portion of a building or premises owned, leased, rented, or otherwise occupied for a given use.
- (32) **Open Space Type.** The permitted and regulated types of open spaces in this code.
- (33) **Open Water.** A pond, lake, reservoir, or other water feature with the water surface fully exposed.
- (34) **Passageway.** A pathway designed for use by pedestrians; it can be located mid-block allowing pedestrian movement from one street to another without traveling along the block's perimeter.
- (35) **Pervious Surface.** Also referred to as pervious material. A material or surface that allows for the absorption of water into the ground or plant material, such as permeable pavers or a vegetated roof.
- (36) **Plat.** A map, drawing, or delineated representation of the division or subdivision of lands, being a complete and exact representation of the division or subdivision and other information in compliance with the requirements of all applicable provisions of any applicable ordinance and Part I, Chapter 177, Florida Statutes.
- (37) **Primary Street.** A street designated on the Regulating Plan that receives priority over other streets in terms of setting front property lines and locating building entrances.
- (38) **Principal Use or Structure.** Also referred to as the principal building. A building that contains the dominant use of the Lot. It is typically located toward the front of the Lot in the front Build-to Zone or behind the Front Yard Setback.
- (39) **Property Line.** Also referred to as lot line. A boundary line of a parcel of land or lot. Refer to Figure (50) Lots.
- (40) **Property Line, Corner.** A boundary of a lot that is approximately perpendicular to the front property line and is directly adjacent to a public right-of-way, other than an Alley or railroad. Refer to Figure (50) Lots.
- (41) **Property Line, Front.** The boundary abutting a right-of-way, other than an Alley, from which the required setback or build-to transect is measured, with the following exceptions:
 (A) Corner and Through Lots that abut a Primary Street shall have the front property line on that Primary Street.
 (B) Corner and Through Lots that abut two Primary Streets or do not abut a Primary Street shall utilize the orientation of the two directly adjacent lots, or shall have the front property line determined by the Zoning Administrator.

- (42) **Property Line, Rear.** The boundary of a lot that is approximately parallel to the front property line; this line separates lots from one another or separates a lot from an Alley. Refer to Figure (50) Lots.
- (43) **Property Line, Side.** The boundary of a lot that is approximately perpendicular to the front and rear property lines; it is not adjacent to the public right-of-way. Refer to Figure (50) Lots.
- (44) **Right-of-way.** A strip of land acquired by the state, county or any municipality by reservation, dedication, forced dedication, prescription, or condemnation, and intended to be occupied or occupied by a road, crosswalk, sidewalk, bike path, electric transmission lines, oil or gas pipeline, water pipeline, sanitary sewer, storm sewer, or other similar uses.
- (45) **Roof Type.** The detail at the top of a building that finishes a Facade, including a pitch roof with various permitted slopes and a parapet. Refer to the Transects section for more information and a list of the permitted Roof Types.
- (46) **Scale.** The relative size of a building, street, sign, or other element of the built environment.
- (47) **Setback.** The horizontal distance from a property line inward, beyond which a structure may be placed. Structures or other impervious surfaces are not permitted within a setback, unless specifically permitted in this code (e.g. sidewalks). Refer to Figure (51) Build-to Zone vs. Setback Line.
- (48) **Sign.** See Ch. 31.5, Orange County Code.
- (49) **Solar Reflectance Index (SRI).** A measure of a constructed surface's ability to reflect solar heat, as shown by a small temperature rise. The measure utilizes a scale from 0 to 100 and is defined so that a standard black surface is 0 and a standard white surface is 100. To calculate for a given material, obtain the reflectance value and emittance value for the material; calculate the SRI according to ASTM E 1980-01 or the latest version.
- (50) **Story.** A habitable level within a building measured from finished floor to finished floor.
- (51) **Story, Ground.** Also referred to as ground floor. The first floor of a building that is level to or elevated above the finished grade on the frontage, excluding basements or cellars.
- (52) **Story, Half.** A story either in the base of the building, partially below grade and partially above grade, or a story fully within the roof structure with transparency facing the street.
- (53) **Story, Upper.** Also referred to as upper floor. The floors located above the ground story of a building.
- (54) **Street Face.** The facade of a building that faces a public right-of-way.
- (55) **Street Frontage.** Also refer to lot frontage. The portion of a building or lot directly adjacent to a vehicular right-of-way.
- (56) **Street Type.** The permitted and regulated types of streets in this code. Refer to the Street Types section for more information and a list of the permitted Street Types.

- (57) **Structure, Principal.** Also referred to as the principal building. A building that contains the dominant use of the Lot. It is typically located toward the front of the Lot in the front Build-to Zone or behind the Front Yard Setback.
- (58) **Swale.** A low lying, naturally planted area with gradual slopes that facilitate the transport, absorption, and/or filtration of stormwater.
- (59) **Transect.** A designation given to each lot within the district that dictates the standards for development on that Lot. Refer to the Transects section for more information and a list of permitted Transects.
- (60) **Transit Shed.** An area that is centered around an existing, or planned and funded, transit stop using a quarter mile or half mile distance meant to demonstrate 5-10 minute walking distances. Also referred to as the "Pedestrian Shed."
- (61) **Tree Canopy.** The uppermost area of spreading branches and leaves of a tree.
- (62) **Tree Canopy Coverage.** The area of ground covered or shaded by a tree's canopy, measured in square feet.
- (63) **Use.** Also referred to as land use. A purpose or activity that may occur within a building or a lot.
- (64) **Visible Basement.** A half story partially below grade and partially exposed above with required transparency on the street facade.

- (65) **Water Body.** A body of water, such as a river, pond, or lake that may be man-made or naturally occurring.

Figure (51): Setback Line vs. Build-to-Zone.

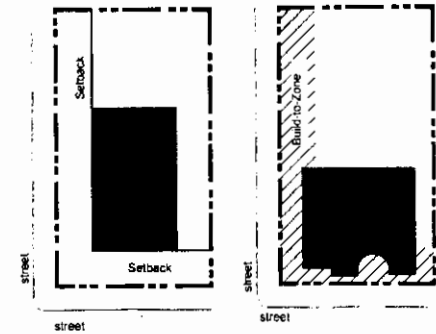


Figure (50): Lots.

