TUESDAY, JULY 22, 2008

MEETING STARTS AT 9:00 a.m.

- Invocation
- Pledge of Allegiance

I. CONSENT AGENDA

A. COUNTY COMPTROLLER

1. Board approval is requested to adopt the revisions to the Orange County Comptroller's Office Investment Policy. The recommended revisions were made by the Comptroller's Investment Committee. The revisions include: (1) that the portfolio's effective rate of return must be compared to the constantly maturing six-month U.S. Treasury bill rather than the SBA 30-day moving average rate of return, and (2), a clarification that the Retiree Health Care Benefit Trust funds are addressed in a separate policy. (Administration) Page 7-33
I. CONSENT AGENDA (Continued)

B. COUNTY ADMINISTRATOR

1. Approval to award Invitation for Bids Y8-1084-JS, Polygraph Services, to the low responsive and responsible bidder, George Steinbarger & Associates. The estimated contract award amount is $118,275 for a 1-year term. ([County Administration Office of Professional Standards] Purchasing and Contracts Division) Page 34-35

2. Approval to award Invitation for Bids Y8-736-CH, Fire Station 30 Roof Replacement, to the low responsive and responsible bidder, Bonner Roofing & Sheet Metal Company, Inc. The total contract award amount is $151,469. ([Administrative Services Department Capital Projects Division] Purchasing and Contracts Division) Page 36-39

3. Approval to award Sole Source Purchase and Standardization for Auto Pulse System Units and Accessories, to ZOLL Medical Corporation, in the award amount of $213,986.85 for 14 units. ([Fire Rescue Department EMS Office of the Medical Director] Purchasing and Contracts Division) Page 40

4. Approval of Amendment 1, Contract Y6-812, Professional Engineering Services for the Lake Underhill Road Roadway Conceptual Analysis (RCA), with Dyer, Riddle, Mills, and Precourt, Inc., in the lump sum amount of $87,294.59 for a revised contract amount of $887,254.55. ([Public Works Department Transportation Planning Division] Purchasing and Contracts Division) Page 41

5. Approval to award Invitation for Bids Y8-630-LC, Color Digital Press with Maintenance Services, to the low responsive and responsible bidder, Presstek, Inc. The estimated contract award amount is $275,501 for the press and a 3-year service contract. ([County Administration Communications Division] Purchasing and Contracts Division) Page 42

6. Approval of Amendment 6, Contract Y5-130, Biosolids Management for the South Water Reclamation Facility, with T. Wayne Hill Trucking, Inc., in the amount of $54,681.75 for a revised estimated contract amount of $965,035.35. ([Utilities Department Water Reclamation Division] Purchasing and Contracts Division) Page 43-44

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TUESDAY, JULY 22, 2008

I. CONSENT AGENDA (Continued)

B. COUNTY ADMINISTRATOR (Continued)

7. Approval of Amendments 5 and 6, Contract Y7-132-GJ, Security Guard Services, with The Wackenhut Corporation, in the estimated amount of $997,080.24, for a revised estimated 3-year contract amount of $19,524,668.91. ([Administrative Services Department Facilities Management Division] Purchasing and Contracts Division) Page 45

C. ADMINISTRATIVE SERVICES DEPARTMENT

1. Approval and execution by the Mayor of Permission to Enter Property (Right of Entry Agreement) and delegation of authority to the Real Estate Management Division to exercise renewal options, if needed, between Orange County and the United States of America for ACOE Pine Castle Jeep Range/Orange County Landfill. District 4. (Real Estate Management Division) Page 46-47

2. Approval and execution by the Mayor of Lease Agreement and delegation of authority to the Real Estate Management Division to exercise renewal options, if needed, between Orange County and Human Services Associates for office space for Juvenile Assessment Center located at, 823 West Central Boulevard, Orlando, Florida. District 3. (Real Estate Management Division) Page 48-49

D. COMMUNITY AND ENVIRONMENTAL SERVICES DEPARTMENT

1. Approval to spend up to $6,000 from the Crime Prevention Trust Fund for the South Apopka Safe Neighborhood Program to be utilized for up to 50 youth scholarships in the St. Paul AME Church's Camp Cornerstone summer program. District 2. (Neighborhood Services Division) Page 50-51

E. HEALTH AND FAMILY SERVICES DEPARTMENT

1. Approval of Orange County Facility Use Agreement between Orange County and the University of Florida Board of Trustees, which will allow the University of Florida's Institute of Food and Agricultural Sciences to hold a Reception/Dinner for the regional summer meeting of the Council for Agricultural Research, Extension and Teaching (CARET) at the Orange County Extension Education Center on August 2, 2008 and permit the serving of beer and wine during the function. (Cooperative Extension Office) Page 52-55

CONTINUED
I. CONSENT AGENDA (Continued)

F. PUBLIC SAFETY

1. Approval of Subcontract Agreement R00980 between Florida State University and Orange County for the Substance Abuse Response Guide Project Grant in the amount of $27,853.86. (Office for a Drug Free Community) Page 56-81

G. UTILITIES DEPARTMENT

1. Approval of Amendment to Southern State Utilities, Inc., and Worthwhile Development, Ltd., Water and Sewer Service Agreement for Riverfront Apartments between Orange County and Worthwhile Development, Ltd., to upgrade the current meter configurations. District 5. (Customer Service Division) Page 82-88
TUESDAY, JULY 22, 2008

II. INFORMATIONAL ITEMS*

A. COUNTY COMPTROLLER

1. Receipt of the following items to file for the record: (Clerk’s Office) Page 89
   a. Commissioners Fred Brummer and Russell were invited to attend a meeting to discuss the development of a Business Watch Program for the Pine Hills area on June 9, 2008, at 11 a.m. As Commissioner Brummer was the only Board member in attendance, the meeting was not a Sunshine meeting, and minutes were not taken.
   c. Reedy Creek Improvement District Resolution No. 483, de-annexing property from the jurisdictional limits of the District.
   d. Valencia Water Control District Board of Supervisors meeting schedule.
   e. Florida Public Service Commission Order Approving Extension of Governmental Adjustment Factor Tariff and Revised Tariff Sheet re: Petition for extension of governmental adjustment factor tariff and approval of sixth revised tariff sheet No. 9.725 by Florida Power & Light Company.

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

CONTINUED
TUESDAY, JULY 22, 2008

III. RECOMMENDATIONS

July 3, 2008 Board of Zoning Adjustment Recommendations

IV. PUBLIC COMMENT*

*Members of the public will be allowed to address the Board of County Commissioners at the conclusion of the afternoon's public hearings.

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

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

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

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

Board approval is requested to adopt the revisions to the Orange County Comptroller’s Office Investment Policy. The recommended revisions were made by the Comptroller’s Investment Committee. The revisions include: (1) that the portfolio’s effective rate of return must be compared to the constantly maturing six-month U.S. Treasury bill rather than the SBA 30-day moving average rate of return, and (2), a clarification that the Retiree Health Care Benefit Trust funds are addressed in a separate policy.

A copy of the policy has been previously distributed to Commissioners and is on file in the Comptroller’s Office.
DATE: July 3, 2008

TO: Richard T. Crotty, County Mayor and
    Board of County Commissioners

FROM: Martha O. Haynie, County Comptroller

SUBJECT: Adoption of Revisions to Investment Policy

As required by the Investment Policy, I have recently completed a review of the County's Investment Policy. The changes I have approved were recommended by my Investment Committee on May 22, 2008. I am sending, for your review and adoption, a copy of the Policy incorporating my recommended changes. For your information, my Committee includes six Comptroller staff and two volunteer community members. The community members are Dr. John Cheney, retired Associate Professor of Finance, University of Central Florida, and Mr. Edward J. Manning, retired managing partner, Ernst and Young, CPAs.

The changes do not affect the County's primary investment objectives in priority order of safety, liquidity and return on investment. To assist in your review, the major revisions are as follows:

- Clarification of the scope of the Policy. This Policy does not apply to the Retiree Health Care Benefit Trust funds managed by the Comptroller. There is a separate policy for the Trust.
- The portfolio's effective rate of return must be compared with the constantly maturing six-month U.S. Treasury bill. Previously, the required comparison was with the SBA's 30-day moving average rate of return.

You will find these revisions in the attached black-lined Investment Policy. For your convenience, a clean version has been attached as well. This item is scheduled for the Board meeting July 22, 2008. Please call me if you have questions you would like to discuss before the meeting.

Action Requested:
Board adoption of revised Investment Policy

c: Ajit Lalchandani, County Administrator
    Sharon Donoghue, Deputy County Administrator
    Investment Committee Members
Effective Date: TBD
# ORANGE COUNTY COMPTROLLER
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ORANGE COUNTY COMPTROLLER

INVESTMENT POLICY

I. POLICY STATEMENT

It is the policy of the County Comptroller to invest public funds held by or for the benefit of the Orange County Board of County Commissioners in a manner which will safely preserve portfolio principal, provide adequate liquidity to meet cash flow needs, and optimize returns while conforming to all federal, state, and local laws governing the investment of public funds.

II. SCOPE

This investment policy applies to all investment activities and financial assets of the Orange County Board of County Commissioners excluding funds invested in the Orange County Retiree Health Care Benefit Trust, which was created solely to provide funding and payment of post-retirement health care and other post-retirement benefits to beneficiaries. The funds covered by this policy are accounted for and incorporated in the County's Comprehensive Annual Financial Report and include Governmental Funds (General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds), Proprietary Funds (Enterprise Funds, Internal Service Funds) and Agency Funds.

III. INVESTMENT OBJECTIVES

The primary objectives, in priority order, of the County Comptroller's investment activities shall be:

Safety: Safety of principal is the foremost objective of the investment program. Investments of the County shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the County Comptroller will control risks and diversify its investments by investing funds among a variety of securities offering independent returns and maturities, as well as among a variety of securities issuers and financial institutions.

Liquidity: The County Comptroller's investment program will remain sufficiently liquid to enable the County to meet all operating, payroll and capital requirements which might be reasonably anticipated.

Return on Investment: The County Comptroller's investment policy shall be designed with the objective of maximizing the return on the portfolio commensurate with minimizing investment risk given various economic cycles and the cash flow characteristics of the portfolio.
IV. PRUDENCE

The County Comptroller shall use the "prudent person" standard in the management of the overall investment portfolio. The County Comptroller, or persons performing the investment functions, acting as a "prudent person" in accordance with these written policies and procedures, and exercising due diligence, shall not be responsible for an individual security's credit risk or market price changes provided that appropriate monitoring efforts are performed.

The "prudent person" standard is herewith understood to mean the following: Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investments in authorized instruments shall not be made until the individuals responsible for making investment decisions have developed sufficient understanding of the securities and have the expertise to manage them.

V. ETHICS AND CONFLICT OF INTEREST

The Treasury Manager, Cash and Investment Supervisor or other employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Employees involved in the investment process shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any material personal financial/investment positions that could be related to the performance of the County's investment portfolio and shall refrain from personal investment transactions with the same individual with whom business is conducted on behalf of the County.

VI. INVESTMENT PERFORMANCE AND REPORTING

A monthly investment report shall be provided to the County Comptroller, Investment Committee members and appropriate Board management staff. The report shall include a breakdown of the portfolio as well as its overall performance during that period. Annually, a recapitulation report will be presented to the Board of County Commissioners, which shall include securities in the portfolio by class or type, book value, income earned, market value and yield.

Performance measurements shall be utilized which are appropriate to the nature and size of the portfolio. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout various budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The County's investment strategy is passive. Given this strategy, the basis used to
determine whether appropriate and suitable market yields are being achieved shall be to identify a comparable benchmark to the portfolio’s weighted average maturity (e.g., The six-month constantly maturing Treasury bill). At a minimum, portfolio performance shall be measured by comparing its year-to-date earnings with budgeted year-to-date earnings and its monthly “effective rate of return” with the monthly return on the six-month constantly maturing Treasury bill. Benchmarks may change over time based on the portfolio’s weighted average maturity.

The County Comptroller shall be notified immediately upon deviations from currently approved investment policies.

VII. DELEGATION OF AUTHORITY

Responsibility for the investment program is vested with the County Comptroller. The County Comptroller hereby delegates the responsibility for the administration of the investment program to the Treasury Manager, who shall maintain an Investment Procedures and Internal Controls Manual based on this policy. No person may engage in an investment transaction except as stated in the Internal Controls Section of this policy. The Treasury Manager shall be responsible for monitoring internal controls and the activities of subordinate staff.

VIII. AUTHORIZED INSTRUMENTS

As established by County ordinance, the Treasury Manager or authorized Comptroller staff shall purchase or sell investment securities at prevailing market rates. Authorized instruments are as follows:

A. Florida Local Government Surplus Funds Trust Fund (SBA)

B. Negotiable direct obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to, the following:

1. Cash Management Bills
2. Treasury Securities - State and Local Government Series (SLGS)
3. Treasury Bills
4. Treasury Notes
5. Treasury Bonds
6. Treasury Strips
7. Treasury Inflation-Indexed Securities, commonly known as Treasury Inflation-Protected Securities (TIPS)

C. Bonds, debentures, or notes issued and guaranteed by the full faith and credit of United States Government-sponsored enterprises (Federal Instrumentalities) which are not guaranteed by the full faith and credit of the United States Government limited to the following:
1. Federal Farm Credit Bank (FFCB)
2. Federal Home Loan Bank or its district banks (FHLB)
3. Federal National Mortgage Association (Fannie Mae)
4. Federal Home Loan Mortgage Corporation (Freddie Macs)

D. Non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes and provided that the bank is not listed with any recognized credit watch information service.

E. Repurchase agreements comprised of only those investments as authorized in Sections B and C with any bank or securities broker/dealer on the Federal Reserve’s list of primary dealers subject to the jurisdiction of the Securities Investors’ Protection Corporation if such dealer or bank has an uninsured, unsecured and unguaranteed obligation rating of “Prime-1” or “A” or better by Moody’s Investors Service or any successors thereof, and “A-1” or “A” or better by Standard & Poor’s Corporation, or any successors thereof, provided:

1. a master repurchase agreement or specific written repurchase agreement governs the transaction; and
2. the securities shall be held free and clear of any lien by the County or an independent third party acting solely as an agent for the County and such third party is (i) a Federal Reserve Bank, (ii) a bank which is a member of the Federal Deposit Insurance Corporation and which has combined capital, surplus and undivided profits of no less than $25 million; and
3. a perfected first security interest under the Uniform Commercial Code, or book entry procedures prescribed at 31 C.F.R., 306.1 et seq. or 31 C.F.R. 350.0 et seq. in such securities is created for the benefit of the County; and
4. the fair market value of the securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 102%; and
5. the County will value the collateral securities no less frequently than weekly and the County may liquidate the collateral securities if any deficiency in required collateral percentage has been brought to the attention of the issuer by 10:00 A.M. New York time and is not restored by the next business day.

F. Bankers’ acceptances which are inventory-based issued by a domestic bank which has at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least “Prime-1” and “A” by Moody’s Investors Service (Moody’s) and “A-1” and “A” by Standard & Poor’s Corporation (Standard and Poor’s) and ranked in the top fifty (50) domestically chartered insured commercial banks that have consolidated assets of $300 million or more as compiled and
reported quarterly by the Federal Reserve Board in its Large Commercial Banks release. Bankers' acceptances are prohibited as a permitted investment of bond construction funds, debt service reserve funds or sinking funds.

G. Commercial Paper of any United States company which is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). If backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated at least "A" by at least two nationally recognized rating agencies. The LOC provider must be ranked in the top fifty (50) domestically chartered insured commercial banks that have consolidated assets of $300 million or more as compiled and reported quarterly by the Federal Reserve Board in its Large Commercial Banks release. Commercial paper is prohibited as a permitted investment of bond construction funds, debt service reserve funds and sinking funds.

H. State and local government taxable and tax-exempt debt, general obligation and revenue bonds rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt, but only in situations necessary to comply with arbitrage regulations.

I. Securities and Exchange Commission (SEC) qualified constant net asset value money market mutual funds which authorize only Treasuries and Treasury-backed repurchase agreements and, for arbitrage compliance only, investments described in Section H, provided that said funds contain no derivatives. The funds must have an S&P rating criteria of "AAAm" or "AAAg."

J. Securities that derive their value from underlying securities, (i.e., derivatives) are specifically prohibited, except for TIPS which are described in Section B. TIPS are a derivative security according to Section 218.415(5), Florida Statutes.

K. Due Diligence Review of Investment Pools and Money Market Mutual Funds

A thorough investigation of any pooled investment funds, including mutual funds, is required prior to investing, and on a continual basis. To accomplish this, the following information will be obtained and used to evaluate the suitability of the pooled fund.

1. A description of eligible investment securities, and a written statement of investment policy objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often are the securities priced and the program audited.
4. A description of who may invest in the program, how often, and what size
deposit and withdrawal are allowed.

(5) A schedule for receiving statements and portfolio listings.

(6) A determination as to whether reserves, retained earnings, etc. are utilized by the pool/fund.

(7) A fee schedule and when and how it is assessed.

(8) A determination as to whether the pool/fund is eligible for bond proceeds and whether it will accept such proceeds.

IX. INVESTMENT MATURITY AND LIQUIDITY

To minimize the impact of market risk, it is intended that all investments will be held to maturity. However, investments may be sold prior to maturity for cash flow purposes, appreciation purposes or to limit losses; however, no investment shall be made based solely on earnings anticipated from capital gains.

A. To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current (13 months) operating funds shall have maturities of no longer than (13) months. Investments of non-current (beyond 13 months) operating funds shall have maturities of no longer than 60 months. The amount of non-current funds to be invested beyond 13 months shall be approved by the Investment Committee and reviewed at least quarterly. Investments of bond reserves, construction funds, and other non-operating funds shall have a term to coincide as nearly as practicable with the expected use of funds and in accordance with debt covenants, but in no event shall exceed ten (10) years. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds.

B. Investments do not necessarily have to be made for the same length of time that the funds are available. The basic investment principles that can be considered in selecting investment maturities are listed below:

1. Keep maturities short in a period of constantly rising interest rates based on Treasury bill auctions or the daily federal funds rate.
2. Keep maturities short in a period of a flat or an inverted Treasury yield curve.
3. Maturities should be lengthened when the Treasury yield curve is normal and is expected to remain that way based on economic reports taken as a whole. The yield curve is normal when short-term rates are lower than long-term rates.
4. Maturities should be lengthened when interest rates are expected to fall based on economic reports taken as a whole.
5. The yield curves of the market should be analyzed for significant breaks in yields over various maturity dates. The points at which the yield curve breaks are the points at which there are significant marginal declines in yields for incremental changes in the maturity dates. Investments should be made at these breaks in the yield curve so that yields will be maximized.
X. OFFER AND BID POLICY

After the Treasury Manager or other authorized Comptroller staff has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investment, a minimum of three (3) banks and/or dealers must be contacted and asked to provide offers (quotes) on the securities in question. Offers will be held in confidence until the best offer is determined and awarded. However, on an exception basis, securities may be purchased utilizing the comparison to current market price method. Acceptable current market price providers include, but are not limited to:

1. Bloomberg Information System or other on-line service.
2. The Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing.
3. Daily market pricing provided by the County's custody agents or their correspondent institutions.

Authorized staff shall utilize the competitive offer process to select the securities to be purchased or the competitive bid process to sell securities. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in the judgment of the Treasury Manager, soliciting competitive offers or bids would inhibit the selection process. Further, this method shall only be used after approval has been obtained from any of the following positions: The Deputy Director of Finance and Accounting, Director of Finance and Accounting, Assistant Comptroller/Fiscal Division, Chief Deputy Comptroller, or County Comptroller. Examples of when this method may be used include:

1. When time constraints due to unusual circumstances preclude the use of the competitive offer or bid process.
2. When no active market exists for the issue being traded due to the age or depth of the issue.
3. When a security is unique to a single dealer, for example, a private placement.
4. When the transaction involves new issues or issues in the "when issued" market.

If the maturing investment is a certificate of deposit, then of the contacts made, one shall be the present holder of the funds subject to the portfolio diversification requirements in this policy. Due to the cost of safekeeping, one business day repurchase agreements less than $1,000,000 and overnight sweep repurchase agreements will not be subject to the competitive offer process and may be placed with the depository bank relating to the demand account for which the repurchase agreement was purchased.

Notwithstanding the above, in order to afford local banks within the County opportunities to enhance the economics of the local area, an aggregate face value of
up to $1,000,000 in certificates of deposit may be purchased from a bank as described in Section VIII, D. provided the following additional conditions have been satisfied:

A. The bank is located within the boundaries of Orange County or has a branch office located within the boundaries of Orange County.

B. The bank matches the highest bid of three or more bids from other banks as described in Section VIII, D.

When invested funds are needed in whole or in part for purposes originally intended or for more optimal investments, the County Comptroller may sell such investments at current market price or the best price determined by competitive bid, and place the proceeds into the appropriate account(s) of the County.

XI. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Authorized Comptroller Staff as defined in Section XVI, F.

XII. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized Comptroller staff shall only purchase securities from financial institutions which are qualified public depositories as designated by the Treasurer of the State of Florida or from primary securities dealers as designated by the Federal Reserve Bank of New York, or dealers which are certified by Orange County’s Business Development Office as a Minority/Women Business Enterprise and have an office located within the State of Florida. The County Comptroller may purchase commercial paper and bankers’ acceptances from direct issuers of such instruments.

Repurchase agreements shall only be entered into with primary securities dealers as designated by the Federal Reserve Bank of New York, financial institutions which are state qualified public depositories, or securities dealers which are certified by Orange County’s Minority/Women Business Enterprise Office as a Minority/Women Business Enterprise and have an office located within the State of Florida. The County Comptroller will require the County Comptroller’s Master Repurchase Agreement to be executed prior to any repurchase transactions.

XIII. THIRD-PARTY CUSTODIAL AGREEMENTS

The County Comptroller will execute a Third-Party Custodial Safekeeping Agreement with a depository chartered by the United States Government or the State of Florida. All securities purchased and/or collateral obtained by the County Comptroller shall be
properly designated as an asset of the County and held in an account separate and apart from other assets held by the depository and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by Authorized County Comptroller staff.

The Third-Party Custodial Safekeeping Agreement shall include letters of authority from the County Comptroller, details as to responsibilities of each party, notification of security purchases, sales, delivery, repurchase agreements, wire transfers, safekeeping and transactions costs, procedures in case of wire failure or other unforeseen mishaps including liability of each party.

XIV. MASTER REPURCHASE AGREEMENT

The County Comptroller will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the Master Repurchase Agreement.

XV. COLLATERALIZATION

The Florida Security for Public Deposits Act requires depositories to post certain types of collateral for public funds above the FDIC insurance amounts. The collateral requirements apply to bank deposits, both active (checking and savings accounts) and inactive (non-negotiable certificates of time deposit).

Collateralization will also be required on repurchase agreements pursuant to the Master Repurchase Agreement. To anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of the market value of principal and accrued interest and the value shall be marked to market at least monthly and adjusted, at a minimum, whenever the collateralization level falls below 100%. The County requires the collateral to be either United States Government Securities and/or United States Federal Agencies securities.

In accordance with the provisions of Section XIII., collateral will be held by an independent third party. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the County Comptroller and retained. The right of collateral substitution is permitted.

XVI. INTERNAL CONTROLS

The Treasury Manager shall establish and monitor a set of written internal controls designed to protect the County's funds and ensure proper accounting and reporting of the securities transactions. Such internal controls shall include, but not be limited to, the following:

A. All securities purchased or sold will be transferred only under the "delivery versus
payment" (D.V.P) method to insure that funds or securities are not released until all criteria relating to the specific transaction are met.

B. The Treasury Manager or Authorized Comptroller staff will accept, on behalf of and in the name of Orange County, bank trust receipts or confirmations as evidence of actual delivery of the obligations or securities in return for investment of funds.

C. Trust receipts or confirmations shall fully describe the various obligations or securities held. The receipt or confirmation shall state that the investment is held in the name of Orange County.

D. The actual obligations or securities, whether in book-entry or physical form, on which trust receipts or confirmations are issued may be held by a third-party custodial bank and/or institution or a designated correspondent bank which has a correspondent relationship to the County Comptroller's third-party custodian.

E. Other internal controls such as:
   1. Written documentation of telephone transactions
   2. Adequate separation of duties
   3. Custodial safekeeping
   4. Supervisory control of employee actions and operations review
   5. Performance evaluations and reporting, interim and annual

F. The Cash and Investment Supervisor performs all daily investment activity under the supervision of the Treasury Manager. The Treasury Section is under the direct control of the Director and Deputy Director of Finance and Accounting.

The following positions are designated by the County Comptroller as having the authority to initiate all investment activities:

Chief Deputy Comptroller
Assistant Comptroller/Fiscal Division
Director of Finance and Accounting
Deputy Director of Finance and Accounting
Treasury Manager
Cash and Investment Supervisor
Cash and Investment Officer
Debt Administration Officer
Other designees by the County Comptroller or Chief Deputy Comptroller on an as needed basis

G. Internal controls shall be reviewed by independent auditors engaged by the County as part of their financial audit.
XVII. PORTFOLIO COMPOSITION

The following are the guidelines for investments and limits on security issues, issuers, and maturities as established by the County Comptroller. The County Comptroller or the County Comptroller's designee shall have the option to further restrict or increase investment percentages from time to time based on market conditions. Any changes to the portfolio composition guidelines must be in writing from the County Comptroller directed to the Treasury Manager. Matured investments of debt service funds of an amount equal to the next principal or interest payment may be temporarily invested until paid. In the event that temporary investments of bond proceeds or debt service funds exceed portfolio composition limits, the limit is waived.

A. Florida Local Government Surplus Funds Trust Fund (SBA)
   1. Investment Authorization
      The Treasury Manager may invest in the SBA.
   2. Portfolio Composition
      A maximum of 40% of the portfolio may be invested in the SBA. Bond proceeds may be temporarily invested in the SBA until alternative investments have been purchased.
   3. The combination of the SBA investment and Money Market Mutual Funds shall not exceed a maximum of 50% of the total portfolio.

B. United States Government Securities
   1. Purchase Authorization
      The Treasury Manager may invest in negotiable direct obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to, the following:
      - Cash Management Bills
      - Treasury Securities - State and Local Government Series (SLGS)
      - Treasury Bills
      - Treasury Notes
      - Treasury Bonds
      - Treasury Strips
      - Treasury Inflation-Indexed Securities, commonly known as Treasury Inflation-Protected Securities (TIPS)
   2. Portfolio Composition
      A maximum of 100% of the portfolio may be invested in United States Government Securities.
   3. Maturity Limitations
      The maximum length to maturity of any direct investment in government
securities is ten (10) years, except for the underlying securities of repurchase agreements (see the County Comptroller's Master Repurchase Agreement regarding limits on maturities).

C. Federal Instrumentalities (United States Government-sponsored enterprises which are not guaranteed by the full faith and credit of the United States Government)

1. Purchase Authorization
   The Treasury Manager may invest in bonds, debentures or notes issued and guaranteed by the full faith and credit of United States Government-sponsored enterprises (Federal Instrumentalities) which are not guaranteed by the full faith and credit of the United States Government limited to the following:
   - Federal Farm Credit Bank (FFCB)
   - Federal Home Loan Bank or its district banks (FHLB)
   - Federal National Mortgage Association (Fannie Mae)
   - Federal Home Loan Mortgage Corporation (Freddie-Mac)

2. Portfolio Composition
   A maximum of 45% of the portfolio may be invested in Federal Instrumentalities.

3. Limits on Individual Issuers
   A maximum of 15% of the portfolio may be invested in any one issuer.

4. Maturity Limitations
   The maximum length to maturity for an investment in any Federal Instrumentality is ten (10) years.

D. Non-Negotiable Interest Bearing Time Certificates of Deposit

1. Purchase Authorization
   The Treasury Manager may invest in non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes and provided that the bank is not listed with any recognized credit watch information service.

2. Portfolio Composition
   A maximum of 30% of the portfolio may be invested in non-negotiable interest bearing time certificates of deposit or savings accounts.

3. Limits on Individual Issuers
   A maximum of 5% of the portfolio may be deposited with any one issuer.

4. The maximum maturity on any certificate shall be no greater than one (1) year from the time of purchase.
E. Repurchase Agreements

1. Purchase Authorization
   a. The Treasury Manager may invest in repurchase agreements as described in Section VIII, E, and based on the requirements set forth by the County Comptroller's Master Repurchase Agreement. All firms with whom the County Comptroller enters into repurchase agreements will have in place an executed a Master Repurchase Agreement with the County Comptroller.
   b. A third party custodian shall hold collateral for all repurchase agreements with a term longer than one (1) business day.
   c. Securities authorized for collateral are negotiable direct obligations of the United States Government and Federal Instrumentalities with maturities under five (5) years and must have a mark-to-market value of 102 percent during the term of the repurchase agreement. Immaterial short-term deviations from the 102 percent requirement are permissible only upon the approval of the Treasury Manager.

2. Portfolio Composition
   A maximum of 20% of the portfolio may be invested in repurchase agreements with the exception of one (1) business day agreements and overnight sweep agreements.

3. Limits on Individual Sellers
   A maximum of 5% of the portfolio may be invested with any one institution or dealer with the exception of one (1) business day agreements.

4. Limits on Maturities
   The maximum length to maturity of any repurchase agreement is 30 days from the date of purchase.

F. Bankers' Acceptances

1. Purchase Authorization
   The Treasury Manager may invest in bankers' acceptances which are inventory based and issued by a domestic bank which has at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least "Prime-1" and "A" by Moody's and "A-1" and "A" by Standard & Poor's and ranked in the top fifty (50) domestically chartered insured commercial banks that have consolidated assets of $300 million or more as compiled and reported quarterly by the Federal Reserve Board in its Large Commercial Banks release. Bankers' acceptances are prohibited as a permitted investment of bond construction funds, debt service reserve funds and sinking funds.

2. Portfolio Composition
   A maximum of 15% of the portfolio may be directly invested in bankers' acceptances.
3. Limits on Individual Issuers
   A maximum of 5% of the portfolio may be invested with any one issuer.

4. Maturity Limitations
   The original maturity of the security must be 270 days or less.

G. Commercial Paper

1. Purchase Authorization
   The Treasury Manager may invest in commercial paper of any United States
   company which is rated at the time of purchase, "Prime-1" by Moody's and
   "A-1" by Standard & Poor's (prime commercial paper). If backed by a letter
   of credit (LOC), the long-term debt of the LOC provider must be rated at
   least "A" by at least two nationally recognized rating agencies. The LOC
   provider must be ranked in the top fifty (50) domestically chartered insured
   commercial banks that have consolidated assets of $300 million or more as
   compiled and reported quarterly by the Federal Reserve Board in its Large
   Commercial Banks release. Commercial paper is prohibited as a permitted
   investment of bond construction funds, debt service reserve funds and
   sinking funds.

2. Portfolio Composition
   A maximum of 15% of the portfolio may be directly invested in prime
   commercial paper.

3. Limits on Individual Issuers
   A maximum of 2.5% of the portfolio may be invested with any one issuer.

4. Maturity Limitations
   The maximum length to maturity for prime commercial paper shall be 270
   days.

H. State and Local Government Taxable and Tax-Exempt Debt

1. Purchase Authorization
   The Treasury Manager may invest in state and local government taxable and
   tax exempt debt, general obligation and revenue bonds, rated at least "MIG-
   2" by Moody's, and "SP-2" by Standard & Poor's or short-term debt, but only
   in situations necessary to comply with arbitrage regulations.

2. Portfolio Composition
   A maximum of 10% of the portfolio may be invested in taxable and
   tax-exempt debts.

3. Limits on Individual Issuers
   A maximum of 3% of the portfolio may be invested with any one issuer.

4. Maturity Limitations
   The maximum length to maturity for an investment in any state or local
   government debt security is three (3) years.
I. Constant Net Asset Value Money Market Mutual Funds (Treasuries and Treasury-backed Repurchase Agreements)

1. Investment Authorization
   The Treasury Manager may invest in SEC qualified constant net asset value money market mutual funds rated "AAAm" or "AAAg" comprised of only Treasuries and Treasury-backed repurchase agreements and for arbitrage compliance only, investments described in Section VIII, H provided that said funds contain no derivatives.

2. Portfolio Composition
   A maximum of 25% of the portfolio may be invested in constant net asset value mutual funds which authorize only Treasuries and Treasury-backed repurchase agreements and for arbitrage compliance only, investments described in Section VIII, H provided that said funds contain no derivatives.

3. Limits of Individual Issuers
   A maximum of 10% of the portfolio may be invested with any one fund.

4. Maturity Limitations
   The average length to maturity of instruments in the fund shall be one year or less.

5. The combination of the SBA investment and all Money Market Mutual Funds shall not exceed a maximum of 50% of the total portfolio.

XVIII. CONTINUING EDUCATION

The County Comptroller or Comptroller staff responsible for making investment decisions must annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

XIX. POLICY REVIEW AND AMENDMENT

The County Comptroller shall review this policy annually and any recommended changes will be presented to the Board of County Commissioners for adoption.
GLOSSARY

ACCRUED INTEREST: The interest owed to the seller of a coupon bearing security from the last coupon date up to the sale date.

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer, evidencing a loan created by the accepting bank.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio’s investments.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid). See OFFER.

BOARD OF COUNTY COMMISSIONERS: The principal legislative and governing body of Orange County, Florida as provided by Article VIII, Section 1 of the Florida Constitution, Section 125 of the Florida Statutes and the Orange County Charter.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate.

COLLATERAL: Securities, evidence of deposit, or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER (CP): An unsecured promissory note issued by a corporation. Maturity may not exceed 270 days. Usually sold in discount form.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for Orange County, Florida. It includes basic financial statements for each individual fund prepared in conformity with accounting principles generally accepted in the United States of America for governmental entities (GAAP). It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.
COUNTY COMPTROLLER: An independently elected County official established pursuant to the Constitution of the State of Florida who is the Chief Financial Officer for the County.

COUPON: (1) The annual rate of interest that a bond’s issuer promises to pay the bondholder on the bond’s face value. (2) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT: Delivery versus payment is delivery of securities with an exchange of money for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (e.g., U.S. Treasury Bills).

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $100,000 per deposit.

FEDERAL FARM CREDIT BANKS (FFCB): The Federal Farm Credit Banks Funding Corporation issues debt securities as fiscal agent for the Farm Credit System, which is a nationwide network of borrower-owned lending institutions and service organizations specializing in agricultural and rural America. The mission of this government-sponsored enterprise is to ensure the availability of sound, dependable funding for agricultural producers, cooperatives, and certain farm related business.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks that lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy
the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC): FHLMC, commonly referred to as Freddie Mac, is a government sponsored enterprise that provides liquidity to the mortgage markets, much like FNMA and FHLB.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The Corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assures and guarantees that all security holders will receive timely payment of principal and interest.

FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (SBA): The aggregate of all funds from political subdivisions that are placed in the custody of the State Board of Administration for investment and reinvestment.

FLORIDA SECURITY FOR PUBLIC DEPOSITS ACT: Chapter 280, Florida Statutes establishes a statewide "pool" program ensuring the protection from financial institution failure of public deposits of the state and its political subdivisions not covered by federal deposit insurance. All qualified public depositories are required to meet certain collateral requirements established by the Chief Financial Officer of the State of Florida.

INVESTMENT COMMITTEE: A committee consisting of County Comptroller staff and other qualified individuals with financial or investment expertise who are independent of employment and business relationships with Orange County. The committee was established by the County Comptroller to formulate investment strategies, provide short-range direction and monitor the performance and structure of the County's portfolio.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKET PRICE: In general business, the price agreed upon by buyers and sellers of a product or service, as determined by supply and demand.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller.
borrower.

**Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.

**Money Market:** The market in which short-term debt instruments (bills, commercial paper, bankers’ acceptances, etc.) are issued and traded.

**Offer:** The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

**Par:** (1) 100% of the face amount of an issue. (2) The principal amount a holder will receive at the maturity of an issue.

**Portfolio:** Collection of securities held by an investor.

**Premium:** (1) The amount by which the market price of an issue exceeds par. (2) The amount in excess of par that an issuer must pay to call in its bonds. (3) In the money market, the rate higher than the norm that one bank must pay to attract CD depositors.

**Primary Dealer:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

**Principal:** (1) The dollar cost of an issue excluding accrued interest. (2) The one who takes ownership in a transaction, as opposed to brokering or acting as agent.

**Prudent Person Standard:** An investment standard in which investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

**Qualified Public Depository:** Any bank, savings bank, or savings association that is organized under the laws of the United States or the State of Florida; has its principal place of business or a branch office to receive deposits in Florida; has deposit insurance under the provisions of the Federal Deposit Insurance Act; meets the requirements of Chapter 280, Florida Statutes (Florida Security for Public Deposits Act); and has been designated by the Chief Financial Officer of the State of Florida as a qualified public depository.

**Rate of Return:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.
REPURCHASE AGREEMENT (REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use REPOS extensively to finance their positions. Exception: When the Fed is said to be doing REPOS, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank’s vaults for protection.

SECURITIES & EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SPREAD: (1) The yield or price difference between the bid and offer on an issue. (2) The yield or price difference between different issues.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in one month, three months, or six months.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY INFLATION-INDEXED SECURITIES: Treasury Inflation-Indexed Securities, also known as Treasury Inflation-Protected Securities (TIPS), are U.S. Treasury debt securities that provide protection from inflation. Underlying principal and coupon payments are periodically adjusted based on the consumer price index to compensate for inflation.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

WEIGHTED AVERAGE MATURITY: The average remaining term to maturity of the portfolio proportionate to the size of each investment.

WHEN ISSUED MARKET: A conditional transaction on a security that has been authorized but not issued. The transaction will settle when, and if, the security is issued.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (1) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (2) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.
Approved: 

Martha O. Haynie
County Comptroller

Date: 

_________________________________
Interoffice Memorand

July 1, 2008

TO: Mayor Richard T. Crotty
and the Board of County Commissioners

FROM: Jimmy Richardson, Manager, Purchasing and Contracts Division

CONTACT: Kevin Gibson, Interim Manager, Office of Professional Standards
407-836-0007

SUBJECT: Award of Invitation for Bids Y8-1084-JS, Polygraph Services

RECOMMENDATION:

Approval to award Invitation for Bids Y8-1084-JS, Polygraph Services, to the low responsive and responsible bidder, George Steinbarger & Associates, in the estimated annual contract award amount of $118,275. Further request authorization for the Purchasing and Contracts Division to renew the contract for two additional 1-year periods. Funds are available in account number 0001 023 0461 4434. The Office of Professional Standards concurs with this recommendation.

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

PURPOSE:

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

DISCUSSION:

Two bids were received in response to Invitation for Bids Y8-1084-JS and were evaluated for responsiveness, responsibility and price. The low bidder, George Steinbarger & Associates, currently provides polygraph services under the existing contract for this requirement and has performed in a satisfactory manner.

Recommendation for award is therefore made to George Steinbarger & Associates.

The bid tabulation is attached.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty.</th>
<th>George Steinbarger &amp; Associates</th>
<th></th>
<th>Narrow Way Protection &amp; Investigative Services</th>
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<tr>
<td>1</td>
<td>Pre-employment</td>
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<td>Post-employment</td>
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<td>Investigative</td>
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<td>No Show Pre-employment</td>
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<td>5</td>
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<td>$-</td>
<td>$-</td>
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<td>$185,400.00</td>
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</table>
June 23, 2008

TO: Mayor Richard T. Crotty
    and the Board of County Commissioners

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

CONTACT: Tony Aguerreveere, Manager, Capital Projects Division
PHONE: (407) 836-0050

SUBJECT: Award of Invitation for Bids Y8-736-CH
         Fire Station 30 Roof Replacement

RECOMMENDATION

Approval to award Invitation for Bids Y8-736-CH, Fire Station 30 Roof Replacement, to the lowest responsive and responsible bidder, Bonner Roofing & Sheet Metal Company, Inc., in the total contract award amount of $151,469. Funds are available in account number 1009-034-0772-6210. The Capital Projects Division and Business Development Division concur with this recommendation.

PURPOSE

The work under this contract consists of demolishing the existing roof system, repairing damaged wood, and installation of a new metal roof. This project will be performed at Fire Station 30, located at 34 S. Hastings Street, Orlando, FL 32835.

DISCUSSION

None of the bidders achieved the desired M/WBE participation goal. The low bidder, Bonner Roofing & Sheet Metal Company, Inc., achieved 5% participation and did not provide sufficient good faith effort documentation. Bonner Roofing & Sheet Metal Company, Inc. confirmed their bid and understanding of the scope of work. A technical evaluation of the bid by Gale Associates, the County's roofing consultant, and the Capital Projects Division resulted in a recommendation to accept the bid. Bonner Roofing & Sheet Metal Company, Inc. has a satisfactory record of performance and has been determined to be responsible. Therefore, award is recommended to Bonner Roofing & Sheet Metal Company, Inc.
<table>
<thead>
<tr>
<th>Bids Received</th>
<th>Base Bid</th>
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</thead>
<tbody>
<tr>
<td>Bonner Roofing &amp; Sheet Metal Company, Inc.</td>
<td>$151,469</td>
</tr>
<tr>
<td>Skyline Roofing &amp; Sheet Metal, Inc.</td>
<td>$165,007</td>
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<tr>
<td>Architectural Sheet Metal, Inc.</td>
<td>$199,000</td>
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<td>The Roof Authority, Inc.</td>
<td>$175,455</td>
</tr>
<tr>
<td>Therma Seal Roof Systems, Inc.</td>
<td>$176,832</td>
</tr>
<tr>
<td>Pride USA, Inc.</td>
<td>$198,900</td>
</tr>
<tr>
<td>Quality Roofing of Florida, Inc.</td>
<td>$209,000</td>
</tr>
<tr>
<td>One Source Roofing, Inc</td>
<td>$232,000</td>
</tr>
<tr>
<td>R.F. Lusa &amp; Sons Sheetmetal, Inc.</td>
<td>$237,000</td>
</tr>
<tr>
<td>MGM Contracting, Inc.</td>
<td>$345,000</td>
</tr>
<tr>
<td>Advanced Roofing, Inc.</td>
<td>$385,000</td>
</tr>
</tbody>
</table>
June 10, 2008

TO: Carol Hewitt, Senior Contract Administrator
   Purchasing & Contracts Division

FROM: Nancy Smoots, Senior Contract Administrator

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y9-736 / Fire Station 30 Roof Replacement

The Business Development Division evaluated the bids submitted for this project and found that they all failed to achieve the desired minority/women participation goals. Please note the following M/WBE participation for the three lowest bids and their compliance with the good faith effort requirements:

Bonner Roofing & Sheet Metal  5%  Insufficient Good Faith Effort Documentation included with bid.
Skyline Roofing & Sheet Metal  0%  Good Faith Effort Documentation not included with bid.
Architectural Sheet Metal, Inc.  0%  Good Faith Effort Documentation not included with bid.

Bonner Roofing & Sheet Metal listed one WBE, Roofing Technologies, Inc. for $8,100 (30% of $27,000*).

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.

* Only 30% of material/supply dollars purchased from M/WBE distributors is applied toward the goals for minority/women business enterprise participation on construction projects.

c: Lonnie Bell, Business Development Division
   Sheena Ferguson, Business Development Division
## BID COMPARISON

**Y8-736-CH / Fire Station 30 Roof Replacement**

<table>
<thead>
<tr>
<th>Rank</th>
<th>Bidder</th>
<th>Vendor Number</th>
<th>Bid Amount</th>
<th>M/WBE $'s in Bid</th>
<th>% M/WBE (Goal 25%)</th>
<th>GFE</th>
<th>$ Over Low Bid</th>
<th>% Difference From Low Bid (5.5%)</th>
<th>$ Over 2nd Low Bid</th>
<th>% Difference From 2nd Low Bid</th>
<th>M/WBE</th>
<th>EEO M / W</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Bid</td>
<td>Bonner Roofing &amp; Sheet Metal</td>
<td></td>
<td>$151,469.00</td>
<td>$8,100</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>55 / 14%</td>
</tr>
<tr>
<td>2nd Low</td>
<td>Skyline Roofing &amp; Sheet Metal</td>
<td></td>
<td>$165,007.00</td>
<td>$0</td>
<td>0%</td>
<td></td>
<td></td>
<td>8.94%</td>
<td>$33,993</td>
<td>20.60%</td>
<td></td>
<td>84 / 5%</td>
</tr>
<tr>
<td>3rd Low</td>
<td>Architectural Sheet Metal, Inc.</td>
<td></td>
<td>$199,000.00</td>
<td>$0</td>
<td>0%</td>
<td></td>
<td></td>
<td>31.38%</td>
<td>$33,993</td>
<td>20.60%</td>
<td></td>
<td>34 / 12%</td>
</tr>
<tr>
<td>4th Low</td>
<td>The Roof Authority, Inc.</td>
<td></td>
<td>$175,455.00</td>
<td>$0</td>
<td>0%</td>
<td></td>
<td></td>
<td>15.84%</td>
<td>$10,448</td>
<td>6.33%</td>
<td></td>
<td>87 / 6%</td>
</tr>
<tr>
<td>5th Low</td>
<td>Therma Seal Roof Systems, Inc.</td>
<td></td>
<td>$176,832.00</td>
<td>$0</td>
<td>0%</td>
<td></td>
<td></td>
<td>16.74%</td>
<td>$11,825</td>
<td>7.17%</td>
<td></td>
<td>46 / 5%</td>
</tr>
<tr>
<td>6th Low</td>
<td>Pride USA, Inc.</td>
<td></td>
<td>$198,900.00</td>
<td>$0</td>
<td>0%</td>
<td></td>
<td></td>
<td>31.31%</td>
<td>$33,993</td>
<td>20.54%</td>
<td></td>
<td>13 / 25%</td>
</tr>
<tr>
<td>7th Low</td>
<td>Quality Roofing of Florida, Inc.</td>
<td></td>
<td>$209,000.00</td>
<td>$24,900</td>
<td>12%</td>
<td></td>
<td></td>
<td>37.98%</td>
<td>$43,993</td>
<td>26.66%</td>
<td></td>
<td>77 / 8%</td>
</tr>
<tr>
<td>8th Low</td>
<td>One Source Roofing, Inc. (WBE)</td>
<td></td>
<td>$232,000.00</td>
<td>$0</td>
<td>0%</td>
<td></td>
<td></td>
<td>53.17%</td>
<td>$56,993</td>
<td>40.60%</td>
<td></td>
<td>39 / 5%</td>
</tr>
<tr>
<td>9th Low</td>
<td>R. F. Lusa &amp; Sons Sheetmetal</td>
<td></td>
<td>$237,000.00</td>
<td>$12,000</td>
<td>5%</td>
<td></td>
<td></td>
<td>56.47%</td>
<td>$71,993</td>
<td>43.63%</td>
<td></td>
<td>66 / 3%</td>
</tr>
<tr>
<td>10th Low</td>
<td>MGM Contracting, Inc.</td>
<td></td>
<td>$345,000.00</td>
<td>$61,000</td>
<td>18%</td>
<td></td>
<td></td>
<td>127.77%</td>
<td>$179,993</td>
<td>109.08%</td>
<td></td>
<td>81 / 13%</td>
</tr>
<tr>
<td>11th Low</td>
<td>Advanced Roofing, Inc.</td>
<td></td>
<td>$385,000.00</td>
<td>$28,050</td>
<td>7%</td>
<td></td>
<td></td>
<td>154.18%</td>
<td>$219,993</td>
<td>133.32%</td>
<td></td>
<td>64 / 10%</td>
</tr>
</tbody>
</table>
TO: Mayor Richard T. Crotty and the Board of County Commissioners
FROM: Jimmy Richardson, Manager, Purchasing and Contracts Division
CONTACT: Terry Naumann, Captain of EMS, Fire Rescue Department
407-836-9888
Dave Freeman, Manager, EMS Office of the Medical Director
407-650-4031, x225
SUBJECT: Sole Source Purchase and Standardization Approval, AutoPulse System Units and Accessories for the Fire Rescue Department

RECOMMENDATION

Approval to award a Sole Source Purchase of and Standardization for 14 AutoPulse System Units and Accessories, to ZOLL Medical Corporation, for the Fire Rescue Department, in the total award amount of $213,986.85. Funds are available in the Fire Rescue Department’s account 8508-062-7200-6410 for 12 units at a total cost of $183,420, and in EMS Office of the Medical Director’s account 1009-034-0630-6410 for 2 units at a total cost of $30,566.85. The 2 units being purchased by the EMS Office of the Medical Director are through a grant from the EMS Advisory Council for the Winter Park Fire Department as part of the Countywide EMS system. The Board approved the budget for the 2 units being purchased with EMS Grant funds on December 4, 2007. The Fire Rescue Department and EMS Office of the Medical Director concur with this recommendation.

PURPOSE

The AutoPulse is a crucial tool for the treatment of cardiac arrest patients. This device delivers very precise and consistent chest compressions to patients whose hearts have ceased to function. The quality of the mechanical chest compressions is far superior to the manual or hand method.

DISCUSSION

The County has used the AutoPulse System units for two years and currently has 29 in service and several backup units that eliminate down time should a unit need repair. By using the same model equipment, there is no learning curve or need to pay for additional training courses, additional service contracts, unique appliances or consumables. The AutoPulse System was field tested by the Fire Rescue Department, and after two years of service, the AutoPulse System proved to be invaluable. The County currently has no other comparable systems in use, and market research indicated that there are no comparable systems in today’s market. With this excellent history and documented results, the Purchasing and Contract Division approved the standardization of the AutoPulse System for use by the Fire Rescue Department. ZOLL Medical Corporation is the manufacturer and sole distributor of this product.
June 24, 2008

TO: Mayor Richard T. Crotty  
and the Board of County Commissioners

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

CONTACT: Brian Sanders, Chief Transportation Planner, Transportation Planning Division

PHONE: (407) 836-8022

SUBJECT: Amendment 1, Contract Y6-812, Professional Engineering Services for the Lake Underbill Road Roadway Conceptual Analysis (RCA)

RECOMMENDATION

Approval of Amendment 1, Contract Y6-812, Professional Engineering Services for the Lake Underbill Road Roadway Conceptual Analysis (RCA), with Dyer, Riddle, Mills and Precourt, Inc., in a lump sum amount of $87,294.59 for a revised contract amount of $887,254.55. Funds in the amount of $5,000 are available in account 1032 072 5090 6311 with the remainder of the funds to be encumbered in Fiscal Year 2009.

PURPOSE:

Additional engineering services to study actions necessary to return the Rio Pinar Canal to an open channel in lieu of a closed system.

DISCUSSION:

Under the original scope of this contract the consultant studied the addition of two lanes to the existing two-lane sections of Lake Underbill Road from Goldenrod Road to Rouse Road, a 4.2 mile length. The study also considered short-term solutions such as Transportation Systems Management (TSM): signalizing and improving certain intersections of the entire corridor into a coordinated signalized system. The TSM analysis will evaluate side street intersections and traffic signal improvements as a possible alternative. Special treatment and/or additional lanes at major intersections and widening of crossroads up to 600 feet in each direction will be provided when necessary. During the study, it was determined that steps necessary to return the Rio Pinar Canal to an open channel rather than a closed system should be considered. This consideration required studies on the following alternatives:

1. Shift Rio Pinar Canal to south of Lake Underbill Road
2. Shift Lake Underbill Road Improvements to the north of the Rio Pinar Canal
3. Divert portions of Rio Pinar Canal to the E-40 Canal
4. Provide Box Culvert Section to contain Rio Pinar Canal

The fees for this amendment are consistent with those in the basic contract.

June 27, 2008

TO: Mayor Richard T. Crotty
   and the Board of County Commissioners

FROM: laflamy Richardson, Manager, Purchasing and Contracts Division

CONTACT: Toria Allen, Communications Division, Assistant Manager, Graphics Reproductions
         407-858-4770

SUBJECT: Award of Invitation for Bids Y8-630-LC, Color Digital Press with Maintenance Services

RECOMMENDATION:

Approval to award Invitation for Bids Y8-630-LC, Color Digital Press with Maintenance Services, to the low responsive and responsible bidder, Presstek, Inc., in the estimated contact award amount of $275,501 for a Presstek 34DI Digital Press and a three-year service contract. The Communications Division concurs with this request.

PURPOSE:

To provide printing support for County operations.

DISCUSSION:

Six bids were received in response to the solicitation and were evaluated for price, responsiveness and responsibility. Ikon, Canon and Danka were determined to be non-responsive because they failed to meet specifications. The low bid of Presstek, Inc. is in full compliance with the specifications outlined in the solicitation. Therefore, Presstek, Inc. is recommended for award.

Bid tabulation is attached:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Color Press</th>
<th>3 Years Maintenance</th>
<th>Total Estimated Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presstek, Inc.</td>
<td>$248,497</td>
<td>$27,004</td>
<td>$275,501</td>
</tr>
<tr>
<td>Ricoh</td>
<td>$291,750</td>
<td>$34,800</td>
<td>$326,550</td>
</tr>
<tr>
<td>Kodak</td>
<td>$328,750</td>
<td>$34,800</td>
<td>$363,550</td>
</tr>
</tbody>
</table>
Interoffice Memorandum

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
6

July 1, 2008

TO: Mayor Richard T. Crotty
and the Board of County Commissioners

FROM: Myra Richardson, Manager, Purchasing and Contracts Division

CONTACT: William J. Hurley, Manager, Water Reclamation Division
PHONE: 407-254-9685

SUBJECT: Approval of Amendment 6, Contract Y5-130, Biosolids Management for the South Water Reclamation Facility

RECOMMENDATION:

Approval of Amendment 6, Contract Y5-130, Biosolids Management for the South Water Reclamation Facility, with T. Wayne Hill Trucking, Inc., in the additional amount of $54,681.75 for a revised estimated contract amount of $965,035.35.

PURPOSE:

The current land application site is no longer available for disposal of biosolids. A price increase is required to cover additional expenses to deliver biosolids to the new land application site, which is further away.

DISCUSSION:

Contract Y5-130 was approved by the Board on November 30, 2004, in the estimated annual amount of $691,200 and awarded to T. Wayne Hill Trucking, Inc. on December 15, 2004. Previous amendments are as follows:

a. Amendment 1 was approved by the Board on September 1, 2005 to increase the contract by $184,140 due to an increase in the estimated annual cubic yards to be hauled resulting in a new total estimated contract amount of $875,340.
b. Amendment 2 was effective December 15, 2005 to renew the contract for a new 1-year term.
c. Amendment 3 was effective December 15, 2006 to renew the contract for a new 1-year term.
d. Amendment 4 was effective December 15, 2007 to renew the contract for a new 1-year term.
e. Amendment 5 was effective May 1, 2008 to increase the cost per cubic yard by .48 due to increased fuel costs and expenses. This increased the total estimated contract amount to $910,353.
The additional funds for Amendment 6 are to increase the cost by $3.00 per cubic yard due to increased travel to a new land application site. The new total contract amount will be $965,035.35. This site is required to meet the new South Water Reclamation Facility permit requirements with the FDEP starting September 25, 2008. The new permit will no longer allow for land application in the Lake Okeechobee Basin, the location of the current site. This new site is 90 miles further round trip. This increase is verified as reasonable when comparing the additional cost for fuel and labor to the CPI and PPI indexes. This contract expires on December 14, 2008. It will not be renewed and a new solicitation will be issued.
June 6, 2008

TO: Mayor Richard T. Crotty
and the Board of County Commissioners

FROM: Tommy Richardson, Manager, Purchasing and Contracts Division

CONTACT: Hector Clemente, Facilities Management Division
407-836-9317

SUBJECT: Approval of Amendments 5 and 6 for Y7-132-GJ
Security Guard Services – Term Contract

RECOMMENDATION:

Approval of Amendments 5 and 6, Term Contract Y7-132-GJ, Security Guard Services, with The Wackenhut Corporation, in the estimated amount of $997,080.24, increasing the initial 3-year term contract to a revised estimated contract amount of $19,524,668.91.

PURPOSE:

To provide security guard services throughout Orange County Government buildings on an as-needed basis.

DISCUSSION:

On January 23, 2007, the Board approved contract negotiation and award to The Wackenhut Corporation to supply security guard services at County facilities in an estimated initial 3-year contract amount of $17,786,142.95. Amendments 1 through 4 were executed under the authority of the Purchasing and Contracts Division, increasing the total estimated 3-year contract amount to $18,527,588.67.

Amendment 5 added the Juvenile Assessment Center (JAC) at 823 W. Central Boulevard to the contract, an increase of $937,747.20, for a total estimated 3-year contract amount of $19,465,335.87. Amendment 6 added the Medical Clinic at 101 S. Westmoreland Drive to the contract, an increase of $59,333.04, for a total estimated 3-year contract of $19,524,668.91.

These amendments add additional hours to the contract to address these requirements. However, the basic unit prices remain unchanged.
DATE: July 1, 2008

TO: Mayor Richard T. Crotty
and the
Board of County Commissioners

THROUGH: John D. Terwilliger, Director
Administrative Services Department

FROM: Steve Lorman, Property Specialist
Real Estate Management Division

CONTACT PERSON: Robert Lyle, Program Manager

DIVISION/SECTION: Real Estate Management
Property Management Section
Phone: 836-7065

ACTION REQUESTED: APPROVAL AND EXECUTION BY THE MAYOR OF PERMISSION TO ENTER PROPERTY (RIGHT OF ENTRY AGREEMENT) AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS, IF NEEDED, BETWEEN ORANGE COUNTY AND THE UNITED STATES OF AMERICA.

PROJECT: ACOE Pine Castle Jeep Range/Orange County Landfill
District 4

PURPOSE: To provide access for environmental investigation and response, testing, removal of selected anomalies/munitions, and the right to store/move/remove equipment and supplies.

ITEMS: Permission to Enter Property (Right of Entry Agreement)
Term: One year
Options: Two, 1-year extensions
APPROVALS: Real Estate Management Division  
County Attorney’s Office  
Utilities Department  
Environmental Protection Division  
Risk Management Division

REMARKS: The Board of County Commissioners approved a Permission to Enter Property (Right of Entry Agreement) between the Orange County Board of County Commissioners and the United States of America (USA) on January 23, 2007. It allowed the USA, its agents and contractors to enter upon the County landfill property to collect soil and water samples for analysis to determine if the site warranted additional work. That Right of Entry Agreement expired January 23, 2008.

This action will allow the USA to enter upon the property for the taking of soil samples, and surveying with metal detectors or other instruments. This is needed to determine the presence of military munitions and munitions debris, digital geophysical mapping of metal anomalies, removal of selected anomalies/munitions, and creation of exclusion zones during the performance of the work. Use of the site also includes the right to store, move, and remove equipment and supplies, and perform other work necessary for the investigation and associated response on said lands. Under no circumstances will a temporary or permanent structure be allowed to be erected on any part of this property during the term of this Agreement. All work shall be done consistent with the Conservation Easement recorded in OR Book 6774, Page 4650 Public Records of Orange County Florida.

A file labeled “BCC Agenda Backup” containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Stewart’s office.
DATE: July 1, 2008

TO: Mayor Richard T. Crotty, and the
    Board of County Commissioners

THROUGH: John D. Terwilliger, Director
    Administrative Services Department

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

CONTACT PERSON: Robert L. Lyle, Program Manager

DIVISION/SECTION: Real Estate Management
    Lease/Property Management
    Phone: 836-5981

ACTION REQUESTED: APPROVAL AND EXECUTION BY THE MAYOR OF LEASE AGREEMENT AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS, IF NEEDED, BETWEEN ORANGE COUNTY AND HUMAN SERVICES ASSOCIATES FOR OFFICE SPACE

PROJECT: Juvenile Assessment Center
    823 West Central Boulevard
    Orlando, Florida
    District 3

PURPOSE: To continue to provide space to Human Services Association for operation of the Juvenile Assessment Center.

ITEM: Lease Agreement
    Revenue: None
    Size: Building - 38,990 square feet (less suites 29-38)
    Land - 128,200 square feet
    Term: 5 years
    Options: Two, 5-year renewals
APPROVALS:  Real Estate Management Division  
County Attorney's Office  
Health and Family Services Department  
Facilities Management Division  
Risk Management Division

REMARKS:  Orange County has provided space for Human Services Associates, Inc (HSA) to operate the Juvenile Assessment Center (JAC) under a Lease Agreement approved by the Board of County Commissioners on May 24, 1994, as amended by First Amendment to Lease approved May 7, 1996, Second Amendment to Lease approved July 8, 2003, and Third Amendment to Lease approved January 24, 2006.

This action will provide space for the continued operation of the JAC by HSA. The new lease term will commence July 1, 2008, and terminate June 30, 2013. Under the terms of the Lease Agreement, HSA will provide services to Orange County in lieu of rent. HSA will be responsible for all utilities and the cost of contracted services for janitorial, pest control, HVAC preventive maintenance and minor repair, and life safety and security alarm monitoring and maintenance. Orange County Facilities Management and HSA will share in the cost of operating, maintaining, and repairing the facility and grounds as set forth in the lease.

A file labeled “BCC Agenda Backup” containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Stewart’s office.
July 3, 2008

TO: Richard T. Crotty, Orange County Mayor
-AND-
Board of County Commissioners

FROM: Lavon B. Williams, Manager
Neighborhood Services Division

SUBJECT: Consent Agenda item – July 22, 2008
South Apopka Safe Neighborhood – Camp Cornerstone

The County, as authorized in Chapter 163.501-523, Florida Statutes, created the Safe Neighborhood Program. The program is funded by fines on criminal activity, as authorized by Chapter 775.033, Florida Statutes, which allows the County to place revenue in a Crime Prevention Fund. Locally, two ordinances define the Safe Neighborhood Program: Ordinance 98-01 and Ordinance 02-02. The program funds and benefits ten targeted areas (including the Orange Blossom Trail Safe Neighborhood).

The Neighborhood Services Division administers the Safe Neighborhood Program, and oversees the funding for targeted neighborhoods to help increase safety and decrease crime in neighborhoods. As a targeted Safe Neighborhood, the Board authorized funding from the Crime Prevention Trust fund for crime prevention programs in South Apopka. The South Apopka Safe Neighborhood has been actively collaborating with law enforcement and local government to provide activities, services and support to low-income families.

In an effort to serve the community, the South Apopka Safe Neighborhood has partnered with the St. Paul AME Church to provide a summer enrichment program, called Camp Cornerstone, for low-income children and youth living within the South Apopka area. The St. Paul AME Church’s enrichment outreach program targets youth at risk for criminal activity and school failure. The mission of the program is to provide positive opportunities for educational, social, intra-personal and cultural experiences that will reduce the occurrence of problem behavior.

Camp Cornerstone was established by the St. Paul AME Church in 2007 to provide a summer enrichment program in literacy, music, dance, and entrepreneurship to children in South Apopka and surrounding areas. The targeted population is children in kindergarten through 8th grade. The partnership with the St. Paul AME Church and the South Apopka Safe Neighborhood will ensure positive reinforcement and community building for families in South Apopka.
Commissioner Fred Brummer is requesting to utilize previously allocated funding to provide scholarships for 50 youth to participate in Camp Cornerstone, sponsored by the St. Paul AME Church, for a total cost $6,000. The Camp Cornerstone program will cost $40 a week per youth, for three weeks. Qualifying participants are determined by proof of Medicaid or Florida Kid Care eligibility cards.

**ACTION REQUESTED:** Approval to spend up to $6,000 from the Crime Prevention Trust Fund for the South Apopka Safe Neighborhood Program to be utilized for up to 50 youth scholarships in St. Paul AME Church’s Camp Cornerstone summer program. (District 2)

c: Ajit Lalchandani, County Administrator
   Linda Weinberg, Deputy County Administrator
   Melvin Pittman, Director, Community and Environmental Services
MEMORANDUM

TO: Mayor Richard T. Crotty and the Board of County Commissioners of Orange County

FROM: Glinder S. Stephens, County Extension Director & Division Manager

RE: Approval for the University of Florida Institute of Food and Agricultural Sciences to hold a Reception/Dinner at the Orange County Extension Education Center on August 2, 2008 and permit the serving of beer and wine during the function.

DATE: July 22, 2008

The University of Florida Institute of Food and Agricultural Sciences and the Florida A&M University will be hosting the AHS/Council for Agricultural Research, Extension and Teaching (CARET) Summer Meeting August 2-4, 2008, in Orange County. As part of the program, there is a networking reception and dinner to be held on Saturday, August 2, 2008. The University of Florida IFAS has requested that the reception/dinner be held at the new Orange County Extension Education Center. It will be a catered dinner, funded by the Institute, and they have requested that beer and wine be served.

As alcoholic beverages are not permitted in county buildings, it will require the approval of the Board of County Commissioners to allow for the consumption of beer and wine at the dinner. The reception and dinner will be held from 5:30 p.m. until 8:00 p.m. The County Attorney’s Office drafted the Facility Use Agreement and Risk Management has reviewed the documents including insurance liability and the caterer’s valid Florida liquor license.

Action Requested: Approval of Orange County Facility Use Agreement between Orange County and the University of Florida Board of Trustees, which will allow the University of Florida’s Institute of Food and Agricultural Sciences to hold a Reception/Dinner for the regional summer meeting of the Council for Agricultural Research, Extension and Teaching (CARET) at the Orange County Extension Education Center on August 2, 2008 and permit the serving of beer and wine during the function. (Cooperative Extension Office) Page

cc: Robert D. Guthrie, Senior Assistant County Attorney
Larry Jones, Director, Health and Family Services
Pete Clarke, Deputy Director, Health and Family Services
Ella Gilmore, Deputy Director, Health and Family Services
ORANGE COUNTY FACILITY USE AGREEMENT

THIS AGREEMENT, made this ___ day of ___, 200___ between Orange County, FL, a charter county and a political subdivision of the state of Florida, with a principal address of Post Office Box 1393, Orlando, FL 32802, hereinafter referred to as “County” and University of Florida Board of Trustees, a public body corporate of the state of Florida and with a principal address of 226 Tiger Hall, Gainesville, FL 32611 hereinafter referred to as “Event Organizer”

WITNESSETH:

WHEREAS, Event Organizer wishes to use the Orange County facility located at 6021 South Conway Road, Orlando, Florida for an organized event/activity; and,

WHEREAS, County finds it advantageous to allow this facility to be used by the public for certain events and activities;

NOW, THEREFORE, subject to the terms and conditions as contained herein, the parties agree as follows:

1. The forgoing premises are true and correct and are hereby incorporated into this agreement.

2. This agreement is effective on August 2, 2008 at 5:00 p.m. and is for a period of 4 hours (not including catering set up and breakdown time – 2 1/2 hours total)

3. Event Organizer shall be responsible for obtaining, collecting and paying all applicable taxes, permits and licenses and the reporting thereof as required for the event.

4. Event Organizer shall be responsible for hiring of caterer, if applicable.

5. Facility representative shall have final approval of all decorations, advertisements, temporary signs and the location thereof within the facility.

6. Event Organizer shall be responsible to ensure that any decoration, banners or other decorative elements are removed from the party area following the departure of the last guest. All décor items and placement thereof must meet all fire and safety codes.

7. Event Organizer is responsible for leaving the facility site as found. Equipment set up and breakdown must be coordinated with Event Organizer and facility representative.
8. The consumption of beer, wine or champagne shall be allowed if specifically authorized by the Orange County Board of County Commission. Alcoholic beverages cannot be sold.

9. The event organizer shall assure that a valid alcohol beverage license is obtained prior to the function and proof of said license must be provided to facility representative at least 5 days prior to function.

10. Event Organizer assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the Event Organizer and the officers, employees, servants, and agents thereof while acting in the scope of their employment by the Event Organizer. The Event Organizer represents that it is self-funded for liability insurance with such protection being applicable to the Event Organizer’s officers, employees, servants and agents while acting within the scope of their employment by the Event Organizer. Event Organizer and Orange County further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the Event Organizer, the Board of Governors, the State of Florida, and their agents and agencies to be sued; or (3) a waiver of the sovereign immunity by Event Organizer, the Board of Governors, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

AGREED TO by the parties hereto as of the date first above written.

SIGNATURES ON NEXT PAGE
University of Florida Board of Trustees

By: ____________________________  By: ____________________________

__________________________________________
Printed Name

__________________________________________
Printed Name

Date: ____________________________

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

By: ____________________________
Deputy Clerk

Orange County, Florida
By: Board of County Commissioners

By: ____________________________
Richard T. Crotty
Orange County Chairman
June 24, 2008

TO: Mayor Richard T. Crotty
-AND-
Board of County Commissioners

THRU: Mike McCoy, Public Safety Director

FROM: Carol Burkett, Director
Office for A Drug Free Community

SUBJECT: Florida State University Substance Abuse Response Guide Project Grant

Florida State University and the Florida Department of Children & Families have awarded the Orange County Office for A Drug Free Community with a Substance Abuse Response Guide Project Grant in the amount of $27,853.86. These funds will be utilized to conduct a substance abuse needs assessment, develop a logic model, resource and capacity assessment, develop a community action plan and evaluation that will address underage drinking among our 18-25 year old population. The funds will also provide for a Substance Abuse Response Guide Project Coordinator to facilitate and implement the needs assessment and the strategies defined in the community action plan that address underage drinking in Orange County. This is the second year of funding the Orange County Office for A Drug Free Community has received for this initiative. There is no match funding required.

Action Requested: Approval of Subcontract Agreement R00980 between Florida State University and Orange County for the Substance Abuse Response Guide Project Grant in the amount of $27,853.86.

Attachment

cc: Patria Morales, OMB
Jamille Clemens, Finance
Subcontract Agreement

<table>
<thead>
<tr>
<th>FLORIDA STATE UNIVERSITY (&quot;UNIVERSITY&quot;)</th>
<th>Institution/Organization (&quot;SUBCONTRACTOR&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Florida State University</td>
<td>Name: Orange County Office for A Drug Free</td>
</tr>
<tr>
<td>Sponsored Research Services</td>
<td>Community</td>
</tr>
<tr>
<td>874 Traditions Way, 3rd Floor</td>
<td>Address: 109 E Church St;</td>
</tr>
<tr>
<td>Tallahassee, FL 32306-4168</td>
<td>Orlando, FL 32801</td>
</tr>
<tr>
<td></td>
<td>FISCAL AGENT for Subcontractor</td>
</tr>
<tr>
<td></td>
<td>Name: Office of the Orange County Comptroller</td>
</tr>
<tr>
<td></td>
<td>Address: 201 S Rosalind Ave</td>
</tr>
<tr>
<td></td>
<td>Orlando, FL 32801</td>
</tr>
<tr>
<td></td>
<td>EIN No.: 59-6000773</td>
</tr>
</tbody>
</table>

Prime Award No.  
FSU# 156000-523-024380/DCF# LD829  
Subcontract No. R00980

Awarding Agency  
Florida Department of Children & Families  
CFDA No. 93.243

Subcontract Period of Performance  
July 2008 (execution date of subcontract) to June 30, 2009

Amount Funded this Action  
$27,853.86

Total
$27,853.86

Project Title: Substance Abuse Response Guide Project (SARG)

Terms and Conditions

1) University hereby awards a cost reimbursable subcontract as described above, to Subcontractor. The statement of work and budget for this subcontract are shown in Attachment 4. In its performance of subcontract work, Subcontractor shall be an independent entity and not an employee or agent of University.

2) University shall reimburse Subcontractor not more often than monthly for allowable costs. All invoices shall be submitted using Subcontractor's standard invoice, but at a minimum shall include current and cumulative costs, subcontract number, and certification as to truth and accuracy of invoice. Invoices that do not reference University's subcontract number shall be returned to Subcontractor. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 2.

3) A final statement of cumulative costs incurred, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN fifteen (15) days after subcontract end date. The final statement of costs shall constitute Subcontractor’s final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subcontractor.

5) Matters concerning the technical performance of this subcontract should be directed to the appropriate party’s Project Director, as shown in Attachment 2. Technical reports are required as shown above, "Reporting Requirements."

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subcontract agreement should be directed to the appropriate party’s Administrative Contact, as shown in Attachment 2. Any such changes made to this subcontract agreement require the written approval of each party's Authorized Official, as shown in Attachment 2.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party’s Administrative Contact, as shown in Attachment 2. University shall pay Subcontractor for termination costs as allowable under OMB Circular A-21, J.50 or A-122, as applicable.

9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 2, not less than thirty days prior to the desired effective date of the requested change.

10) The Subcontract is subject to the terms and conditions of the Prime Award herein incorporated by reference and other special terms and conditions, as identified in Attachment 1.
11) By signing below Subcontractor and Fiscal Agent make the certifications and assurances shown in Attachment 1.

<table>
<thead>
<tr>
<th>The Florida State University Board of Trustees, a public body corporate</th>
<th>By an Authorized Official of SUBCONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acting for and on behalf of THE FLORIDA STATE UNIVERSITY:</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>Kirby W. Kemper</td>
<td>Name: Michael McCoy</td>
</tr>
<tr>
<td>Vice President for Research</td>
<td>Date:</td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By an Authorized Official of FISCAL AGENT for Subcontractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Martha Haynie</td>
</tr>
<tr>
<td>Title:</td>
</tr>
</tbody>
</table>
Attachment 1
Subcontract Agreement

By signing the Subcontract Agreement, the authorized official of SUBCONTRACTOR and FISCAL AGENT certify, to the best of his/her knowledge and belief, that:

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

Article 2. Lobbying
A Subcontractor receiving over $100,000.00 shall certify in accordance with USC Title 31, Section 1352, regarding Lobbying Activities and shall submit, as required by referenced regulation, to the University Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. The Subcontractor’s acceptance of this Agreement shall be the Subcontractor’s certification regarding Lobbying Activities and the Subcontractor’s commitment to submit said notifications as required. In addition, Subcontractor is prohibited from using state funds for lobbying the Legislature, the judicial branch or an agency of the State of Florida in accordance with Sections 11.062 and 216.347, Florida Statutes.

Article 3. Public Entity Crime Notice
A person or affiliate who has been placed on the convicted vendor list (§87.133(3) (D), F.S.) following a conviction for a public entity crime may not transact any business with the Florida State University in excess of the amount provided in § 287.077, F.S., for category two for a period of 36 months from the date of being placed on the list. This includes submission of bids or proposals for goods, services, construction or repair of public buildings, leases on real property and work as a contractor, supplier, subcontractor, or consultant under a contract or purchase order with the University.

Article 4. OMB Circular A-133 Audit Requirements
A. If the Subcontractor is a non-Federal entity that, during the effective period of this Agreement, spends $500,000 or more in a year in Federal awards, the Subcontractor shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133 (the Circular). Guidance on determining Federal awards expended is provided in § 205 of the Circular.
B. When the schedule of findings and questioned costs disclose audit findings relating to this Agreement or when the summary schedule of prior audit findings reports the status of any audit findings relating to this Agreement, a copy of the Reporting Package (as defined in the Circular) must be submitted to the University within 30 days after the Subcontractor’s receipt of the auditor’s report but no later than nine months after the end of the audit period, unless a longer period is agreed to by the Subcontractor’s cognizant audit agency. (However, for fiscal years beginning on or before June 30, 1998, the audit shall be completed and the Data Collection Form and Reporting Package shall be submitted to the University within the earlier of 30 days after the Subcontractor’s receipt of the auditor’s report or 13 months after the end of the audit period.)
C. When the Subcontractor is not required to submit the Reporting Package pursuant to the Paragraph B above, the Subcontractor shall submit to the University written notification that:
   1. an audit of the Subcontractor was conducted in accordance with OMB Circular A-133, including timely filing;
   2. the schedule of findings and questioned costs disclosed no audit findings relating to any Federal award that the University provided;
   3. the summary schedule of prior audit findings did not report on the status of any audit findings relating to any Federal award that the University provided;
   4. no material issues of non-compliance were reported; and
   5. no reportable conditions related to internal controls were reported.

The Subcontractor must identify the period covered by the audit and the name, amount, and CFDA number of the Federal award provided by the University. The Subcontractor may submit to the University a copy of the Reporting Package described in Paragraph B above to comply with the notification requirements of this Paragraph C.

The address to which the foregoing shall be submitted is:
Florida State University
Sponsored Research Accounting Services
Attn: Audit Liaisons
874 Traditions Way
Tallahassee, Florida 32306-4166

D. The Subcontractor shall maintain full and complete records which directly pertain to this Subcontract for a period of six (6) years from the date of final payment or until all litigations, claims, or audit findings involving the records have been resolved if such claims or audit is started before the expiration of the said period.
E. The Subcontractor agrees that the University, the Federal awarding agency, the Comptroller General of the United States, the Florida Department of Children and Families, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subcontractor which are directly pertinent to this Subcontract for the purpose of making audits, examinations, excerpts and transcriptions.
F. The University will monitor the Subcontractor’s activities to provide reasonable assurance that the Subcontractor administers this subcontract in compliance with Federal requirements. At the University’s discretion, such monitoring activities may take various forms, such as:
   1. reviewing any and all reports submitted by the Subcontractor,
Article 16. Termination

In the event funds to finance this subcontract become unavailable, the University may terminate the subcontract upon no less than twenty-four (24) hours notice in writing to the Subcontractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The University shall be the final authority as to the availability and adequacy of funds. In the event of termination of this subcontract, the Subcontractor will be compensated for any work satisfactorily completed prior to notification of termination.

Article 17. Insurance

The responsibility for providing adequate liability insurance coverage on a comprehensive basis for all operations undertaken by the Subcontractor under this Agreement shall be that of the Subcontractor and shall be provided at all times during the existence of this Agreement. The Subcontractor shall furnish the University with written verification of the existence of such coverage upon the request of the University.

Article 18. Subcontractor’s Key Personnel

Subcontractor’s SARG Coordinator, identified in Attachment 2, is essential to the performance of this Subcontract. Any replacement of the SARG Coordinator shall only be made upon the prior written consent of the University.

Article 19. Termination for Unauthorized Employment

If Subcontractor materially fails to comply with the terms and conditions of this Subcontract, and does not cure such failure within thirty (30) days written notice thereof, the University may terminate this Subcontract.

Article 20. Public Records

The Subcontractor shall maintain full and complete records which directly pertain to this subcontract for a period of six years from the date of final payment or unilateral cancellation of this subcontract.

Article 21. Records Maintenance

The Subcontractor shall maintain full and complete records which directly pertain to this subcontract for a period of six years from the date of final payment or unilateral cancellation of this subcontract.

Article 22. Independent Contractor

Subcontractor herein is an independent contractor, not a partner or joint venture, and shall not act as an agent for the University. Nor shall it be deemed to be an employee of the University for any purposes whatsoever. Subcontractor shall have no authority, either express or implied, to enter any agreement, incur any obligations on the University’s behalf, or commit the University in any manner whatsoever without the University’s express prior written consent. Each party assumes the risk of all liability arising from its respective activities pursuant to this Subcontract and from the acts or omissions of its respective officers, agents, and employees to the extent allowed by law.

Article 23. Notices

All notices or communications to either party by the other shall be delivered personally, sent by courier, U.S. registered or certified mail, postage prepaid, or transmitted via facsimile or electronic mail addressed to such party at the addresses stated in Attachment 2, and shall be deemed given on the date so delivered.

Article 24. Sanctions for Noncompliance

If Subcontractor materially fails to comply with the terms and conditions of this Subcontract, and does not cure such failure within thirty (30) days written notice thereof, the University may terminate the subcontract upon no less than twenty-four (24) hours notice in writing to the Subcontractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The University shall be the final authority as to the availability and adequacy of funds. In the event of termination of this subcontract, the Subcontractor will be compensated for any work satisfactorily completed prior to notification of termination.
Article 27. Entire Agreement
Subcontract shall not subcontract for the performance of any of its obligations hereunder without the prior written consent of the University, excluding manufacturing, printing and delivery, unless subcontract is specifically identified in the approved budget or statement of work.

Article 28. Cost Accounting Standards
Subcontractor shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this subcontract. The provisions herein do not limit the University's right to remedies at law or in equity.

C. Termination for Any Reason. If this Subcontract is terminated at will, because of lack of funds, or for breach, the University shall compensate or reimburse the Subcontractor, according to subcontract terms, for services rendered pursuant to this subcontract up to and including the final date of termination.

Article 29. Return of Funds
Subcontractor agrees to return to the University any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this subcontract that were disbursed to the Subcontractor by the University. In the event that the Subcontractor or its independent auditor discovers that an overpayment has been made, the Subcontractor shall repay said overpayment immediately without prior notification from the University. In the event that the University first discovers an overpayment has been made, the administrative contact, on behalf of the University, will notify the Subcontractor by letter of such findings.
Special Terms and Conditions

Article 30. Patents, Copyrights and Royalties

If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this agreement, or in any way connected herewith, the Subcontractor through the University shall refer the discovery or invention to the Florida Department of Children and Families to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Subcontractor through University shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

Article 31. Sponsorship

As required by section 286.25, F.S., if the Subcontractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this subcontract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (subcontractor's name) and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization.

Article 32. Publicity

Without limitation, the subcontractor and its employees, agents, and representatives will not, without prior Florida Department of Children and Families written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State’s mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Subcontractor has been approved or endorsed by the State, or refer to the existence of this subcontract in press releases, advertising or materials distributed to the Subcontractor’s prospective customers.

Article 33. Cost Principals

Subcontractor and Fiscal Agent will comply with cost principals found in Chapter 65E-14.017, Florida Administrative Code.

The rest of this page left intentionally blank
# Attachment 2 – SARG Project

## Contacts

### Florida State University Contacts

**Administrative Contact:**

Ms. Juel Kamke, Subcontracts Coordinator  
Sponsored Research Services  
Florida State University  
874 Traditions Way, 3rd Floor  
Tallahassee, FL 32306-4166  
Telephone: 850-644-8654  
Fax: 850-644-1464  
E-mail: jkamke@fsu.edu

### Subcontractor Contacts

**SARG Coordinator:**

Iris Cruz  
Orange County Office for A Drug Free Community  
109 E Church St  
Orlando, FL 32801  
Telephone: 407-242-1042  
E-mail: icruz@pegasus.cc.ucf.edu

**Financial Contact:**

Ms. Nancy Yoder  
Sponsored Research Services  
Florida State University  
874 Traditions Way, 3rd Floor  
Tallahassee, FL 32306-4166  
Telephone: 850-645-2652  
Fax: 850-644-1913  
E-mail: nyoder@admin.fsu.edu

**Financial Contact of FISCAL AGENT:**

Bonny Tubbs  
Office of the Orange County Comptroller  
201 S Rosalind Ave  
Orlando, FL 32801  
Telephone: 407-836-5715  
E-mail: bonny.tubbs@ocfl.net

**Authorized Official:**

Dr. Kirby W. Kemper  
Vice President for Research  
Sponsored Research Services  
Florida State University  
874 Traditions Way, 3rd Floor  
Tallahassee, FL 32306-4166  
Telephone: 850-644-1464

**Authorized Official of SUBCONTRACTOR:**

Michael McCoy  
Orange County Office for A Drug Free Community  
c/o Orange County Office of Public Safety  
201 S Rosalind Ave  
Orlando, FL 32801  
Telephone: 407-836-7306  
E-mail: mike.mccoy@ocfl.net

**Authorized Official of FISCAL AGENT:**

Martha Haynie  
Office of the Orange County Comptroller  
201 S Rosalind Ave  
Orlando, FL 32801  
Telephone: 407-836-5715  
E-mail: Martha.Haynie@ocfl.net

---

## Subcontractor Contacts

**SARG Coordinator:**

Iris Cruz  
Orange County Office for A Drug Free Community  
109 E Church St  
Orlando, FL 32801  
Telephone: 407-242-1042  
E-mail: icruz@pegasus.cc.ucf.edu

**Project Director:**

Carol Burkett  
Orange County Office for A Drug Free Community  
109 E Church St  
Orlando, FL 32801  
Telephone: 407-836-7319  
E-mail: carol.burkett@ocfl.net

**Financial Contact of FISCAL AGENT:**

Bonny Tubbs  
Office of the Orange County Comptroller  
201 S Rosalind Ave  
Orlando, FL 32801  
Telephone: 407-836-5715  
E-mail: bonny.tubbs@ocfl.net

**Authorized Official:**

Michael McCoy  
Orange County Office for A Drug Free Community  
c/o Orange County Office of Public Safety  
201 S Rosalind Ave  
Orlando, FL 32801  
Telephone: 407-836-7306  
E-mail: mike.mccoy@ocfl.net

**Authorized Official of FISCAL AGENT:**

Martha Haynie  
Office of the Orange County Comptroller  
201 S Rosalind Ave  
Orlando, FL 32801  
Telephone: 407-836-5715  
E-mail: Martha.Haynie@ocfl.net
**Attachment 3**

**Schedule of Deliverables and Payments**

1. This is a cost reimbursable subcontract with total approved funds of $27,853.86 for the budget period of July 2008 (execution date of subcontract) to June 30, 2009. The budget is contained in Attachment 4.

2. Subject to availability of funds from the prime sponsor and contingent upon an annual appropriation by the Legislature, additional funding for this agreement may be provided by an amendment signed by all parties.

3. **Deliverables.**
   
   a. Deliverables 1 – 9, as noted below, will be submitted by the Subcontractor in accordance with the SARG Manual. Deliverable 10, SARG Monthly Status Report, shall be submitted monthly via email to the SARG Coordinator at: tbuehner@fsu.edu. This report is due on the 15th of every month beginning August 15, 2008 (see Attachment 11 for a copy of the SARG Monthly Status Report and submission schedule. An electronic copy of the SARG Monthly Status Report is available on the SARG website at fcpr.fsu.edu/sarg/).
   
   b. The University reserves the right to require the Subcontractor to revise drafts and deliverables listed below based on comments and approval of the University and the Department of Children and Families.
   
   c. The due dates for these deliverables will be determined by the coalition, specified in their SARG Monthly Status Report and approved by the Department of Children and Families and will be based on the effective date of this subcontract, the amount of work necessary to complete the deliverable, and the staff time available to complete the deliverable.
   
   d. Deliverables shall follow this schedule:
      
      Deliverable 1 – SARG Drafts of the Problem Assessment and Initial Local Logic Model
      Deliverable 2 – SARG Final Problem Assessment and Initial Local Logic Model and Coalition Meeting Summary Notes
      Deliverable 3 – SARG Resource and Capacity Assessment and Final Local Logic Model
      Deliverable 4 – SARG Resource and Capacity Assessment and Final Local Logic Model and Coalition Meeting Summary Notes
      Deliverable 5 – SARG Drafts of the Comprehensive Community Action Plan
      Deliverable 6 – SARG Final Comprehensive Community Action Plan and Coalition Meeting Summary Notes
      Deliverable 7 – SARG Draft of the Evaluation Plan
      Deliverable 8 – SARG Progress Report on Implementation of Action Plan
      Deliverable 9 – SARG Final Evaluation Plan and Coalition Meeting Summary Notes
      Deliverable 10 – SARG Monthly Status Report

4. **Invoices.**
   
   a. Invoices will be submitted by the Subcontractor and Fiscal Agent to the Contract Manager of the University Principal Investigator specified in Attachment 2. Payment will not be made unless the deliverables are received and accepted by the University Principal Investigator.
   
   b. Coalitions will provide the University a schedule for submission of invoices for the 2008 – 2009 contract year not later than two weeks following execution of this subcontract. At a minimum, invoices will be submitted quarterly.
   
   c. **The final invoice is due July Fifteen (15), 2009.**

5. **Expenditure Documentation Requirements for Cost Reimbursement Contracts.**
   
   a. **General.** Detailed documentation supporting cost-reimbursement contract payments is required for each amount for being claimed for reimbursement. Such documentation, as outlined below, must indicate that the item has been paid. Copies of cancelled checks may be submitted in lieu of actual checks; however, each piece of documentation should clearly reflect the
vendor's name, date(s) of service and 'paid' amount of the expenditure. Only expenditures for categories in the approved contract budget will be reimbursed.

b. Supporting Documentation. Itemized expenditures in approved budget categories 1-4, as outlined below, will be captured on Forms 001 A through D (Attachments 6 - 10) and State of Florida Voucher for Traveling Expenses, Children and Families, Form DFS-AA-15 (an electronic version of this and other referenced forms, can be found at fcpr.fsu.edu/SARG). Copies of supporting documentation. Listed below are 'examples' of the types of documentation that should be submitted, along with the invoice (Attachment 5) to support expenditures in approved budget categories:

1) Salaries: A payroll register or similar documentation should be provided for the period covered/claimed for reimbursement. The payroll register should show net salary charges, less fringe benefits and other deductions. If an individual for whom reimbursement is being claimed is paid by the hour, the Daily Time Log at Attachment 7 will be utilized to reflect hours worked.

2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the actual cost of fringe benefits paid on behalf of the employee for the period covered, e.g., life/health insurance premiums, FICA, retirement, etc.

3) Travel: Reimbursement for travel must be in accordance with Section 112.061, F.S. All travel reimbursement requests must be documented on State of Florida Voucher for Traveling Expenses, Children and Families, Form DFS-AA-15 and approved by the traveler's supervisor. As backup to Form 001(D), Attachment 10, copies of all receipts documenting travel expenses must be attached. In addition, hotel receipts must reflect a 'zero' balance.

4) Other Direct Costs: Reimbursement will be made based upon paid invoices/receipts for approved line item budget categories that do not fall under categories 1-3 above. Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed based on a usage log which shows the units times the rate being charged. The rates must be reasonable.

c. Unallowable Costs. Below is an inclusive list of unallowable costs:

1) Supplanting of staff costs (This refers to using grant funds to pay for staff that are already being paid for by another funding source or have been working on a volunteer basis;

2) Administrative costs not related to the implementation of the proposed project;

3) Indirect costs (i.e., cost not related to the project being funded by this grant);

4) Equipment, not including office furniture (Exceptions include computers, projectors, and copiers and must be well justified as necessary to complete the project and for the continued strengthening of the coalition and cost less than $1,000);

5) Office supplies not related to the project being funded by this grant;

6) Organizational membership fees with the exception of FADAA or CADCA memberships;

7) Inpatient projects;

8) Cash payments to intended recipients of health projects;

9) To satisfy any requirement for the expenditure of non-federal funds as a condition of the receipt of federal funds;

10) For the purpose of purchasing or improving land;

11) To purchase, construct or permanently improve (other than minor remodeling) any building or other facility; and,

12) To purchase major medical equipment.

13) Communication (telephone, fax, and internet) costs in excess of $280/month.

14) Food and entertainment costs.

15) Awards, gift certificates or other similar types of incentives.
Attachment 4
Scope of Work and Budget

1. Project Description

| Project Title: | Substance Abuse Response Guide (SARG) Project |

a. Substance Abuse Problem
The subcontractor agrees that this project and all of the deliverables will address the following priority problem specified in their Call-To-Action:

b. Selection of SARG Coordinator
The subcontractor agrees to hire or assign a coalition staff member with the following qualifications to be their SARG Coordinator and to submit their name and resume to the University for approval within 10 business days after the execution of this subcontract.
The SARG Coordinator must:
1) Be a member or staff of the coalition;
2) Is skilled and has experience in organizing and leading committees;
3) Has knowledge of substance abuse prevention policies, programs, and practices;
4) Agrees to work on this project, at a minimum, the number of hours per week as specified in the budget in paragraph 2 below; and,
5) Agrees to participate in SARG training events.

c. Coordination with DCF, FSU/FCPR, SARG Coach, and Evaluation Team
The subcontractor agrees to form a partnership with the Department of Children and Families' Substance Abuse Prevention staff, the University, their assigned SARG coach, and the University of Miami. This partnership requires:
1) The subcontractor's SARG Coordinator being funded by this subcontract to follow the guidance of the Department of Children and Families' Substance Abuse Prevention staff, and the University, when completing all SARG assignments.
2) The subcontractor's SARG Coordinator being funded by this subcontract to follow the guidance of their coach when (a) conducting the community problem, resource and capacity assessment, (b) developing the local logic model, (c) developing the comprehensive community action plan, and (d) developing the evaluation plan, together with the University of Miami, in accordance with SARG and related to their priority problem identified in the coalition's Call-To-Action,
3) The subcontractor's SARG Coordinator being funded by this subcontract and one other member to attend scheduled meetings and training events including but not limited to the Annual Substance Abuse Prevention Conference, the Annual Substance Abuse Prevention System Meeting,
4) The subcontractor's SARG Coordinator being funded by this subcontract to submit monthly status reports, and
5) The subcontractor's SARG Coordinator being funded by this subcontract to collect and submit data, as required, necessary to meet state and federal reporting requirements.

d. Complying with the Substance Abuse Response Guide (SARG)
The subcontractor agrees to comply with the guidelines given in SARG for implementing the five Strategic Prevention Framework processes for conducting the community problem, resource, and capacity assessment, developing a local logic model, the development of a comprehensive community action plan, and the development of an evaluation plan. As required in this Guide, the subcontractor agrees to work as a coalition, with assistance and guidance from experts, local stakeholders, your SARG Coordinator and guidance from your assigned SARG Coach. Lastly, the subcontractor agrees to complete a draft of each of the required forms and submit a draft of each form to the University for review and feedback and to revise each form based on the University's feedback until the Department of Children and Families has approved each form. When the University notifies the coalition of DCF's approval, the coalition will submit a final form together with coalition deliberation and approval decisions reflected in coalition meeting summary notes.
The subcontractor agrees to complete the Deliverables identified in Attachment 3, Section 6, by conducting the following tasks.  

For Deliverables 1–4:  
1) Establish an assessment committee of community coalition members and partners within 30 days of the execution date of this subcontract to oversee and conduct the needs, resources and capacity assessment for your county. Representatives from your collaborating organizations should be included on this committee.  
2) Analyze the information you have gathered so far in terms of intervening variables and local contributing factors, including FYSAS reports and other state collected data and to collect and analyze other data that is available and important to identifying the contributing factors that are contributing to the problem in your county.  
3) Develop an initial local Logic Model that indicates the local factors to the prioritized substance use problem as identified through the problem assessment.  
4) Conduct an assessment of existing resources (programs, policies, and practices) that address the contributing factors and target populations; and,  
5) Conduct an assessment of capacities relevant to the contributing factors identified in the initial local Logic Model.  

For Deliverables 5–6:  
Develop a Comprehensive Community Action Plan that identifies the coalition’s goal to reduce the prioritized substance use problem and objectives to change the prioritized contributing factors and to build specific capacities needed to accomplish these changes.  

For Deliverable 7:  
Develop a Draft Evaluation Plan that identifies relevant outcomes (NOMs, SOMs, and/or COMs) for each capacity building and prevention strategy, outcome measures, appropriate indicators and instruments, organizations and person(s) responsible for data collection and reporting, and estimated completion dates for each evaluation task and activity.  

For Deliverable 8: Submit monthly SARG progress reports on implementation of the Action Plan.  
For Deliverable 9: Submit a Final Evaluation Plan.  
For Deliverable 10: Submit SARG Monthly Status Reports in accordance with the schedule at Attachment 11.  

E. Implementation of the Action Plan and Ongoing Quality Control  
The University with the approval of the Department of Children and Families will award funds to implement one or more strategies. When implementing these strategies, the Subcontractor agrees:  
1) To track the progress on each task and activity related to the strategy(ies) being funded by the University.  
2) To electronically submit Deliverable 8 – SARG Progress Report on Implementation of Action Plan, a monthly progress report, to the University in the format given by the University.  
3) To submit University reports to the coalition board for review, and to deliberate the need to continue strategies, modify strategies based on feedback and evaluation, or terminate ineffective strategies.  
4) To integrate recommended quality improvement efforts when needed to improve effectiveness  

F. Maintaining E-SARG  
The Subcontractor agrees:  
1) To participate in training events on inputting SARG data into the University’s e-SARG online database;  
2) To collect and coordinate the collection of any required SARG data and,  
3) To enter SARG data into the University’s e-SARG database in the timeframes established by the University and made known to the Subcontractor.  

## 2. Budget Worksheet

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description/Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salaries</strong></td>
<td>SARG Coordinator = $27.27/hour x 80 hours for 12 months</td>
<td>$26,181.82</td>
</tr>
<tr>
<td><strong>Fringe</strong></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prevention Conference Travel</td>
<td>Registration</td>
<td>$450.00</td>
</tr>
<tr>
<td>Prevention Systems</td>
<td>Hotel</td>
<td>$462.00</td>
</tr>
<tr>
<td></td>
<td>Missed Meals</td>
<td>$104.00</td>
</tr>
<tr>
<td></td>
<td>Mileage: 36 miles@ $.445 per mile</td>
<td>$16.02</td>
</tr>
<tr>
<td>Meeting Travel</td>
<td>Missed Meals</td>
<td>$144.00</td>
</tr>
<tr>
<td></td>
<td>Mileage: 36 miles@ $.445 per mile</td>
<td>$16.02</td>
</tr>
<tr>
<td>Miscellaneous Travel</td>
<td>0 miles@ $.445 per mile</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Other Direct Costs</strong></td>
<td>Communications (Telephone/Internet) $18.18/mo. x 12 mo</td>
<td>$218.18</td>
</tr>
<tr>
<td></td>
<td>Office Supplies@ $21.81 per month x 12 months</td>
<td>$261.82</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td>$27,853.86</td>
</tr>
</tbody>
</table>
Subcontract Number # R00980  
Name of Subcontractor: Orange County Office for A Drug Free Community  
Name of Fiscal Agent: Office of the Orange County Comptroller  
Name/Phone Number of Person Completing Invoice: ________________________ / ( )

<table>
<thead>
<tr>
<th>Invoice Covering the Period:</th>
<th>THRU</th>
<th>a.</th>
<th>b.</th>
<th>c.</th>
<th>d. (b + c)</th>
<th>e. (a - d)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budgeted Amount</td>
<td>Previously Billed</td>
<td>Current Billing Period</td>
<td>Total Billed to Date</td>
<td>Remaining Funds</td>
<td></td>
</tr>
<tr>
<td>REIMBURSABLE EXPENSES</td>
<td></td>
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</tr>
<tr>
<td>Salaries</td>
<td>$26,181.82</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Fringe Benefits</td>
<td>$0.00</td>
<td></td>
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</tr>
<tr>
<td>Travel</td>
<td>$1,192.04</td>
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</tr>
<tr>
<td>Other Direct Costs</td>
<td>$480.00</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Sub Total</td>
<td>$27,853.86</td>
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</tr>
</tbody>
</table>

I certify that all expenditures reported are for appropriate purposes and in accordance with the provisions of the proposal and award.  
Signature of Fiscal Agent or Authorized Official  
_____________________________  
Title ________________________  
Date / / 

For FCPR Use Only  
Approved Reimbursable Expense Total 'Current Billing Period' ____________________ FCPR Fiscal Assistant ____________________ Date: / / 

Mail Check To: ____________________
**Attachment 6**
**Detail of Salary Costs**

**Form 001 (A)**

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Job Title</th>
<th>Type of Work Performed on Project</th>
<th>Total Hrs. Worked on Project</th>
<th>% of Total Hrs. Worked on Project</th>
<th>Gross Salary for Pay Period</th>
<th>Charges to Project (This column total must appear on the invoice)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Total Salaries (This amount should appear in 'Salaries' column of 'Current Billing Period' on Invoice)**

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<table>
<thead>
<tr>
<th>Day</th>
<th>Number of Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
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<td>30</td>
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<td>31</td>
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</tbody>
</table>

**Total Hours:**

**Total Amount of Pay:** $
### Attachment 8
Detail of Fringe Benefit Costs

**Form 001 (B)**

<table>
<thead>
<tr>
<th>Coalition Name: Orange County Office for A Drug Free Community</th>
<th>Subcontract #: R00980</th>
<th>Period Covered:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Health Insurance</th>
<th>Life Insurance</th>
<th>Retirement</th>
<th>FICA</th>
<th>Other</th>
<th>Total Benefits Paid this Period</th>
<th>Percentage of Time Worked on Project</th>
<th>Total Benefits Charged to Project (This column total must appear on the Invoice)</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

*Total Fringe Benefits (This amount should appear in "Fringe Benefits" column of "Current Billing Period" on Invoice)*
### Attachment 9
#### Detail of Other Direct Costs

**Coalition Name:** Orange County Office for A Drug Free Community  
**Subcontract #:** R00980  
**Period Covered:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description of Services Provided</th>
<th>Date Paid</th>
<th>Check Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

**Total Other Direct Costs** (This amount should appear in 'Other Direct Costs' column of 'Current Billing Period' on invoice)
Attachment 10
Detail of Travel Costs

<table>
<thead>
<tr>
<th>Date Travel Performed</th>
<th>Purpose of Reason for Travel</th>
<th>Mileage Claimed @ $0.445 per mile</th>
<th>Other Expenses</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Subtotals:**

NOTE: All travel reimbursement requests must also be submitted and documented on State of Florida Voucher for Reimbursement of Travel Expenses Children and Families, Form DFS-AA-15
### SARG Monthly Report Submission Schedule

<table>
<thead>
<tr>
<th>Report #</th>
<th>Due Date</th>
<th>For the Month of</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>August 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>July</td>
</tr>
<tr>
<td>2</td>
<td>September 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>August</td>
</tr>
<tr>
<td>3</td>
<td>October 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>September</td>
</tr>
<tr>
<td>4</td>
<td>November 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>October</td>
</tr>
<tr>
<td>5</td>
<td>December 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>November</td>
</tr>
<tr>
<td>6</td>
<td>January 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>December</td>
</tr>
<tr>
<td>7</td>
<td>February 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>January</td>
</tr>
<tr>
<td>8</td>
<td>March 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>February</td>
</tr>
<tr>
<td>9</td>
<td>April 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>March</td>
</tr>
<tr>
<td>10</td>
<td>May 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>April</td>
</tr>
<tr>
<td>11</td>
<td>June 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>May</td>
</tr>
<tr>
<td>12</td>
<td>July 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>June</td>
</tr>
</tbody>
</table>
Coalition: Orange County Office for A Drug Free Community

Reporting Month: (i.e. Aug 2007, Sept 2007, etc.)

Submitted by: ____________________________ SARG Coordinator Name

Reviewed by: ____________________________ Coach

Instructions:

1. This form has four sections:
   1. Coalition Tasks and Status
   2. Coalition Participation
   3. Coaches Meetings and Communication
   4. Training

2. Section 1 should be used to develop the Coalition's Workplan following, at a minimum, the primary tasks in the 2nd column.

3. The necessary steps to complete each task should be identified by each coalition / SARG Coordinator, as well as the target date for completion.

4. When each primary task is completed, it can be "checked off" in the first column, and the completion date entered in the Completion Date column.

5. This form should also be used as the Coalition Status Report, due each month.

6. The current status of each task in Section 1 should be updated on a monthly basis in the last column.

7. The original form can be edited each month to reflect changes and updates, so the form does not need to be recreated from scratch each month.

   PLEASE NOTE: The items in bold and highlighted in gray indicate tasks/items that must be submitted as part of your contract's required deliverables.

8. Sections 2 should be used as a log to record how and when the coalition participates in the SARG program, including coalition meetings, committee meetings, individual meetings, etc. This record should be up to date when submitted as part of the monthly Status Report. Minutes from coalition monthly meetings must also be submitted with this Status Report.

9. Section 3 should also be used as a log to record meetings and communications with the coach(es) assigned to the coalition. This section should also be up to date when submitted as part of the monthly status report.

10. Section 4 should be use to document trainings you participate in that are related to the SARG project.

Questions about using this form can be directed to your coach, Cindy Grant (togetheragain@earthlink.net), Susan Woodford (elwoodford@yahoo.com), or Tim Buehner (tbuehner@fsu.edu).
## Section 1: Coalition Tasks and Status

### Problem Assessment

<table>
<thead>
<tr>
<th>Primary Tasks</th>
<th>Necessary Steps</th>
<th>Target Date</th>
<th>Completion Date</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establish Assessment Committee (Appendix C)</td>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gather existing data and assessments</td>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identify consequences of the Prioritized Substance Use Problem (Appendix D)</td>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identify the target population (Population at Risk)</td>
<td>1.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Identify Characteristics of Population at Risk (Appendix E)</td>
<td>1.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Identify Intervening variables of concern</td>
<td>1.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Brainstorm Contributing Factors (Appendix F)</td>
<td>1.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Identify Local Contributing Factors (Appendix G)</td>
<td>1.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Submit locally created data collection tools / measured used to collect data</td>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Primary Tasks

<table>
<thead>
<tr>
<th>Necessary Steps:</th>
<th>Target Date</th>
<th>Completion Date</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit completed SARG Problem Assessment Forms (Including Appendices E, F, and G) identifying at least one data source for: • Consumption / consequence problem • Prioritized Population at Risk • Prioritized Intervening Variables • Prioritized Local Contributing Factors</td>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit Logic Model Draft (Appendix H)</td>
<td>1.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Resource and Capacity Assessment

<table>
<thead>
<tr>
<th>Necessary Steps:</th>
<th>Target Date</th>
<th>Completion Date</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop a Resource Assessment Team</td>
<td>1.</td>
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</tr>
<tr>
<td>Brainstorm potential resources for each contributing factor identified in your logic model</td>
<td>1.</td>
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</tr>
<tr>
<td>Complete the Resource Inventory</td>
<td>1.</td>
<td></td>
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</tr>
<tr>
<td>Complete the Resource Assessment Form</td>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identify gaps in existing resources needed to address the contributing factors</td>
<td>1.</td>
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<tr>
<td>Analyze the causes for resource gaps</td>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prioritize Contributing Factors for action based on potential to build adequate capacity</td>
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**Action Plan**

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### Section 2: Coalition Participation

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### Section 3: Coach Meetings / Communication

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<tr>
<th>Date</th>
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<th>Issues Discussed</th>
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### Section 4: Training

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Interoffice Mem

July 10, 2008

TO: Richard T. Crotty, Orange County Mayor
   and Board of County Commissioners

FROM: Michael L. Chandler, Director
   Orange County Utilities Department

SUBJECT: BCC Agenda Item – Consent Agenda
   July 22, 2008 BCC Meeting
   Amendment to Southern States Utilities, Inc. and Worthwhile
   Development, Ltd. Water and Sewer Service Agreement for
   Riverfront Apartments
   Contact Person: Tim Armstrong, Manager, Customer Service
   Utilities Department (407) 254-9745

On December 30, 1997, Orange County purchased five (5) potable water production,
treatment, storage, transmission and distribution systems from Florida Water
Services Corporation, formerly Southern States Utilities, Inc. The University Shores
Water System is one of the five water systems purchased by Orange County and is
the system that supplies water service to Worthwhile Development, Ltd. at Riverfront
Apartments.

The current metering configuration is an anomaly within the Orange County Utilities
service area as each individual apartment unit is metered inside the living area of the
apartment. This configuration poses numerous operational, administrative and liability
challenges and, as such, is in need of an upgraded metering configuration. Once
completed, this upgrade will provide mutual benefits to both parties.

The attached amendment to the agreement encompasses the work necessary for
Orange County Utilities to individually meter each of the twenty-six (26) buildings of
Worthwhile Development, Ltd. at Riverfront Apartments at 9201 Nelson Park Circle in
Orlando, Florida.

The County Attorney's Office staff has reviewed the agreement and finds it
acceptable as to form. Utilities Department staff has reviewed the agreement and
recommends approval.

Action Requested:

Approval of Amendment to Southern States Utilities,
Inc. and Worthwhile Development, Ltd., Water and
Sewer Service Agreement for Riverfront Apartments
between Orange County and Worthwhile
Development, Ltd., to upgrade the current meter
configuration.

District 5.
AMENDMENT TO SOUTHERN STATES UTILITIES, INC. AND
WORTHWHILE DEVELOPMENT, LTD. WATER AND
SEWER SERVICE AGREEMENT FOR
RIVERFRONT APARTMENTS

THIS AMENDMENT TO SOUTHERN STATES UTILITIES, INC. AND
WORTHWHILE DEVELOPMENT, LTD. WATER AND SEWER SERVICE AGREEMENT
FOR RIVERFRONT APARTMENTS (the “Amendment”), is made and entered into as of the
date of last execution below by and between ORANGE COUNTY, FLORIDA, (the “County”), a
charter county and political subdivision of the State of Florida, with a mailing address of 201 South
Rosalind Avenue, Orlando, Florida, 32801, and WORTHWHILE DEVELOPMENT, LTD., (the
“Developer”), a limited partnership under the laws of the State of Florida, with a mailing address of
P.O. Box 6097, Ft Myers, Florida, 33911-6097. The County and Developer may hereinafter be
referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Southern States Utilities, Inc. and Developer entered into a Water and Sewer
Service Agreement (the “Agreement”) for the Riverfront Apartments on September 30, 1996; and

WHEREAS, the County succeeded Florida Water Services Corporation, formerly known as
Southern States Utilities, Inc. as a Party to the Agreement when it took over control of the service
and system on December 30, 1997; and

WHEREAS, the Riverfront Apartments are currently individually metered by unit and the
County is responsible for meter reading and maintenance; and

WHEREAS, the County and Developer desire to discontinue individual metering and to
have the County instead install master meters at appropriate locations in the Riverfront Apartment
complex; and

WHEREAS, the County and Developer hereby undertake to complete and execute this
Amendment to the Agreement to establish the terms for the installation, maintenance, payment, and
other particulars of the master meters and the terms for disposition of the individual meters.

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants
contained herein, and other good and valuable consideration of which the Parties acknowledge the
receipt and sufficiency of, the County and Developer hereby agree as follows:
Section 1. Recitals and Exhibits Incorporated.

The recitals set forth above are true and corrected and form a material part of this Amendment. All exhibits to this Amendment are made a part hereof and are incorporated herein by this reference to the same extent as if fully set forth herein.

Section 2. Master Meter Installation.

The Parties agree that the County shall install a master meter for each of the twenty six (26) buildings which are part of the Riverfront Apartments complex and shall do so according to the plan attached as Exhibit A. The County shall also restore the areas affected by the installations to as original a condition as reasonably possible. The process to install the master meters shall commence upon execution of this Amendment by both Parties hereto. Actual installation of the master meters shall be completed by County personnel and restoration of the area affected by the installations shall be performed by contractor personnel. The entire project, including installations and restoration, shall be completed within ninety (90) days of the commencement of the work. The County shall continue to provide complete information on the plans for the master meter installation and restoration to Developer as events warrant and on a timely basis. Payment for the master meters shall be made by the Developer in the amount of $17,522.96, payable in twelve (12) equal monthly installments of $1,460.25, with the first payment due in November 2008. Payments shall be made to the Orange County Utilities Department and as indicated in the payment agreement attached as Exhibit B.

Section 3. Billing on Basis of Master Meters.

The Parties understand and acknowledge that there will need to be a transition period from the current process of the County billing for individually metered units and the County billing on the basis of master meters for each building in the Riverfront Apartments complex. Accordingly, not until November 1, 2008 will the County begin to bill the Developer for usage readings from the master meters. The service rate applicable to Developer shall be that established by Resolution of the Board of County Commissioners for the class of customer for which Developer qualifies. Developer understands and agrees that this rate may be changed by the Board of County Commissioners from time to time and the new rate shall be then applicable to Developer.

Section 4. Disposition of Individual Unit Meters.

The County agrees to transfer ownership and Developer agrees to accept all the individual unit meters on November 1, 2008 when billing on the basis of master metering shall commence. Upon transfer of ownership of the individual unit meters, the Developer shall be solely responsible for all aspects relating to these meters including repair, maintenance, general operation, and usage readings. The County shall have no rights or obligations whatsoever relating to these meters upon transfer of ownership to the Developer.

Section 5. Operation and Maintenance of Master Meters.
The County shall be solely responsible for the operation and maintenance of the master meters up to the outlet valve of the meter. The Developer shall be solely responsible for the operation and maintenance for all piping after the outlet valve of the meter and also the backflow prevention devices.

IN WITNESS WHEREOF, the County and Developer have caused this Amendment to be executed by their duly designated representatives as of the day and year indicated below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Richard T. Crotty
Orange County Mayor

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

By: Deputy Clerk

Date: ____________________________

Signed, sealed, and delivered in the presence of the following witnesses:

E. N. West
Signature of Witness
Print Name: Steven N. West

WORTHWHILE DEVELOPMENT, LTD.
a Florida limited partnership
By: ____________________________
By: ____________________________

Name: Michael H. Gladstone
Its: VP
Date: ____________________________
On the 8th day of July, 2008, personally appeared before me, Michael H. Bladotme, Vice President, on behalf of Worthwhile Development, Ltd., the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Nancy H. Powell
NOTARY PUBLIC
My Commission Expires 3.4.2012
RIVERFRONT APARTMENTS

Proposed Meters
PAYMENT AGREEMENT

THIS PAYMENT AGREEMENT is entered into on the date shown below, between the Utilities Department of Orange County, FL and the following:

Account Number: 7433186200
Customer Name: Riverfront Apartments LTD – Worthwhile Development LTD
Address: P.O. Box 6097, Fort Myers, FL 33911-6097
who is a water and/or wastewater customer of said Utilities Department and herein referred to as CUSTOMER.

Under this agreement, CUSTOMER agrees to pay the outstanding balance as follows:

Outstanding Balance: $17,522.96
Number of monthly payments: 12
Amount of each monthly payment: $1,460.25
This amount is due in addition to current monthly charges and is payable by the date indicated on CUSTOMER'S monthly statement.

If CUSTOMER fails to make timely payments under this Payment Agreement, or fails to keep monthly invoices current, a late charge of 1.5% may apply to all outstanding debt and the Utilities Department will begin collection procedures, including but not limited to, discontinuation of service, recording a lien on CUSTOMER'S property, and/or other actions as provided by law.

For more information please call Orange County Utilities at 407-836-5515 and ask to speak to a representative.

Signed and dated this 16th day of July, 2008.

By: Worthwhile Development LTD
By: NLP, Inc., its GP

Customers Signature

Authorized Signature
Orange County Utilities Department

Para más información, por favor llame al Departamento de Servicios Públicos del Condado de Orange y pida hablar con un representante en español. El número de teléfono es 407-836-5515

Utilities.Information@ocfl.net
COUNTY COMMISSION AGENDA
Tuesday, July 22, 2008

COUNTY COMPTROLLER

Informational only – No Board action required

1. Receipt of the following items to file for the record:
   a. Commissioners Fred Brummer and Tiffany Moore-Russell were invited to attend a meeting to discuss the development of a Business Watch Program for the Pine Hills area on June 9, 2008, at 11 a.m. As Commissioner Brummer was the only Board member in attendance, the meeting was not a Sunshine meeting, and minutes were not taken.
   c. Reedy Creek Improvement District Resolution No. 483, de-annexing property from the jurisdictional limits of the District.
   d. Valencia Water Control District Board of Supervisors meeting schedule.
   e. Florida Public Service Commission Order Approving Extension of Governmental Adjustment Factor Tariff and Revised Tariff Sheet re: Petition for extension of governmental adjustment factor tariff and approval of sixth revised tariff sheet No. 9.725 by Florida Power & Light Company.
ORANGE COUNTY GOVERNMENT

BOARD of ZONING ADJUSTMENT  
(BZA)

Scott Richman  
Rod Love  
Vacant  
Peter Betterman  
Frank DeToma  
Chairman

Marcas Robinson  
Asima Azam  
Vice Chairman

District #1  
District #2  
District #3  
District #4  
District #5  
District #6  
At Large
**ORANGE COUNTY ZONING DISTRICTS**

### Agricultural Districts

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<tr>
<td>A-1</td>
<td>Citrus Rural</td>
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<td>A-2</td>
<td>Farmland Rural</td>
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<td>A-R</td>
<td>Agricultural-Residential District</td>
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### Residential Districts

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<td>Country Estate District</td>
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<td>R-CE-2</td>
<td>Rural Residential District</td>
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<td>R-CE-5</td>
<td>Rural Country Estate Residential District</td>
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<td>R-1, R-1A &amp; R-1AA</td>
<td>Single-Family Dwelling Districts</td>
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<td>R-1AAA &amp; R-1AAAA</td>
<td>Residential Urban Districts</td>
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<td>R-2</td>
<td>Residential District</td>
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<td>R-3</td>
<td>Multiple-Family Dwelling District</td>
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<td>X-C</td>
<td>Cluster Districts (where $X$ is the base zoning district)</td>
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<td>R-T</td>
<td>Mobile Home Park District</td>
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<td>R-T-1</td>
<td>Mobile Home Subdivision District</td>
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<td>R-T-2</td>
<td>Combination Mobile Home and Single-Family Dwelling District</td>
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<td>R-L-D</td>
<td>Residential-Low-Density District</td>
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### Non-Residential Districts

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<td>Retail Commercial District</td>
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<td>General Commercial District</td>
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<td>C-3</td>
<td>Wholesale Commercial District</td>
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<td>U-V</td>
<td>Urban Village District</td>
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VARIANCE CRITERIA

Section 30-43 of the Orange County Code stipulates specific standards for the approval of variances. No application for a zoning variance shall be approved unless the Board of Zoning Adjustment finds that all of the following standards are met:

1. **Special Conditions and Circumstances** – Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district. Zoning violations or nonconformities on neighboring properties shall not constitute grounds for approval of any proposed zoning variance.

2. **Not Self-Created** – The special conditions and circumstances do not result from the actions of the applicant. A self-created hardship shall not justify a zoning variance; i.e., when the applicant himself by his own conduct creates the hardship which he alleges to exist, he is not entitled to relief.

3. **No Special Privilege Conferred** – Approval of the zoning variance requested will not confer on the applicant any special privilege that is denied by the Chapter to other lands, buildings, or structures in the same zoning district.

4. **Deprivation of Rights** – Literal interpretation of the provisions contained in this Chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Chapter and would work unnecessary and undue hardship on the applicant. Financial loss or business competition or purchase of the property with intent to develop in violation of the restrictions of this Chapter shall not constitute grounds for approval.

5. **Minimum Possible Variance** – The zoning variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.

6. **Purpose and Intent** – Approval of the zoning variance will be in harmony with the purpose and intent of this Chapter and such zoning variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

SPECIAL EXCEPTION CRITERIA:

Subject to Section 38-78, in reviewing any request for a Special Exception, the following criteria shall be met:

1. The use shall be consistent with the Comprehensive Policy Plan.

2. The use shall be similar and compatible with the surrounding area and shall be consistent with the pattern of surrounding development.

3. The use shall not act as a detrimental intrusion into a surrounding area.

4. The use shall meet the performance standards of the district in which the use is permitted.

5. The use shall be similar in noise, vibration, dust, odor, glare, heat producing and other characteristics that are associated with the majority of uses currently permitted in the zoning district.

6. Landscape buffer yards shall be in accordance with Section 24-5, Orange County Code. Buffer yard types shall track the district in which the use is permitted.

In addition to demonstrating compliance with the above criteria, any applicable conditions set forth in Section 38-79 shall be met.
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<tr>
<th>Applicant</th>
<th>District #'s</th>
<th>BZA Recommendations</th>
<th>Page #'s</th>
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<td>SE-08-07-001 - Sarah Stack-MSCW</td>
<td>2</td>
<td>Approved/conds.</td>
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<td>SE-08-07-002 - David Outing</td>
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<td>VA-08-07-003 – Roni Elias</td>
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<td>VA-08-07-005 – Kiran Maharaja</td>
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<td>VA-08-07-007 – Huyel Yoakum</td>
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<td>VA-08-07-008 – Crown of Glory Lutheran Church</td>
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<td>Withdrawn by the applicant</td>
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<td>SE-08-07-009 - William Denizard</td>
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<td>SE-08-07-010 - Dykes Everett &amp; Company, Inc.</td>
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CASE NO.: SE-08-07-001
APPLICANT: SARAH STACK - MSCW

REQUEST: Special Exception in A-1 (agricultural) zone to expand existing residential care facility to include new child day care center for up to 70 children.

LOCATION: The site is located on the west side of Clarcona Road, north of Clarcona-Ocoee Road.

SE 1/4 Tract Size: 5 acres

LEGAL: See legal description on file in Zoning Division.

PARCEL ID: 27-21-28-0000-00-052

DECISION: Approved the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions: (unanimous)

1. Development in accordance with site plan dated May 13, 2008 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. All outdoor lighting shall be in accordance with Chapter 9, Orange County Code;
3. Access, drainage, roadway improvements and concurrency management shall be determined by the Public Works Department;
4. Landscaping shall be in accordance with Chapter 24, Orange County Code;
5. Signage shall be in accordance with 31.5-75, Orange County Code; and
6. Construction plans shall be submitted within 3 years or this approval becomes null and void.

SYNOPSIS: The applicant needs to accommodate the families residing on-site. They need a child care facility. The site is large enough to accommodate the new use. The BZA had no objections to this request.

There was no opposition.

Rocco Rizzini
May 13, 2008

VIA COURIER

Mr. Rocco Relvini
Chief Planner, BZA Coordination
Orange County Board of Zoning Adjustment
201 South Rosalind Avenue, 1st Floor
Orlando, FL 32802

Subject: OSO Properties Application for Special Exception
MSCW No.: 05-0132

Dear Mr. Relvini:

This letter serves as a request for a special exception to OSO Properties, Inc. OSO Properties is a private, non-profit 501 (c) 3 organization that was established in 1977. OSO Properties provides temporary, safe shelter for victims of domestic violence; a 24-hour crisis hotline; child, teen and adult counseling; a Teens Ending Abusive Relationships (TEAR) program in middle and high schools; advocacy on court and legal issues for thousands of victims of domestic violence each year; and community education. They have four main programs on-site: Emergency Services, Children’s Services, Outreach Services, and Court Advocacy. OSO Properties operates 24-hours a day, seven (7) days a week. The shelter has 52 beds within its existing facility and serves 52 women and children in any ratio needed. The organization is funded by Orange County Government, Heart of Florida United Way and the Florida Department of Children and Families. KB Home is providing all building and development services on a pro bono basis for this application.

OSO Properties is proposing to construct a daycare center building for use by on-site residents only. The hours of operation for the daycare facility will be 7 a.m. to 7 p.m., Monday through Friday. The facility will serve 70 children on site utilizing a staff of 17 persons. The daycare center building is proposed to be 10,667 SF and two (2) stories. Existing uses on site include four one-story buildings, storage sheds, parking facilities, a courtyard and a playground. There are no outdoor events proposed in association with the day care facility.
Should you have any questions or comments regarding this special exception application, please feel welcome to call me on my direct line at (407) 893-4777 or contact me via email at Sarah.Stack@mscwinc.com.

Sincerely,

Sarah Stack, AICP
Project Manager

Enclosure: Special Exception Application

cc: Jeremy Camp, Forward Planning Manager, KB Home
    Carol Wick, Executive Director, OSO Properties
    Christina Baxter, Senior Project Engineer, MSCW
    File
Applicant: SARAH STACK - MSCW

BZA Number: SE-08-07-001  
Sec/Twn/Rge: 27-21-28
Tract Size: 5 acres

BZA Date: July 03, 2008

Location: The site is located on the west side of Clarcona Road, north of Clarcona-Ocoee Road.
DATE: June 10, 2008

TO: Board of Zoning Adjustment (BZA)

FROM: Rocco Relvini, AICP, Chief Planner, Zoning Division

SUBJECT: BZA #SE-08-07-001, July 3, 2008

GENERAL INFORMATION:

Applicant: Sarah Stack-MSCW

Request: Special Exception in A-1 zone to expand existing residential care facility to include a new child day care center for up to 70 children

Location: West side of Clarcona Road, north of Clarcona-Ocoee Road

Tract Size: 5 acres

District: #2

Zoning: A-1

Existing Land Uses: Residential care facility

Surrounding Land Uses: The site is surrounded by 1 to 5 acre tracts of land most of which contain single-family residences

Proposed Use: Child day care center for up to 70 children
FACTS, FINDINGS AND STAFF ANALYSIS:

1. The applicant proposes to construct a 2 story child care facility for the clients residing on-site;

2. The proposed child care center is 10,667 sq. ft. and will accommodate up to 70 children;

3. No new parking is required;

4. The child care facility is oriented towards Clarcona Road

5. No variances are required;

6. Concurrency management is subject to public Works review.

STAFF RECOMMENDATION:

The staff recommendation is for approval with the following minimum conditions:

1. Development in accordance with site plan dated May 13, 2008 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. All outdoor lighting shall be in accordance with Chapter 9, Orange County Code;

3. Access, drainage, roadway improvements and concurrency management shall be determined by the Public Works Department;

4. Landscaping shall be in accordance with Chapter, 24, Orange County Code.

5. Signage shall be in accordance with 31.5-75, Orange County Code; and

6. Construction plans shall be submitted within 3 years or this approval becomes null and void.

cc: BZA Members
Sarah Stack, MSCW, 4750 New Broad Street, Orlando, Fl. 32814
REQUEST: Special Exception in A-2 (agricultural) zone to allow 800 sq. ft. outdoor play area for adjacent child day care center on East Colonial Drive. (NOTE: The outdoor play area is proposed behind the strip center, not on East Colonial Drive).

LOCATION: The site is located on the south side of East Colonial Drive, 200 ft. east of Sherman Street or 15236 East Colonial Drive. NW 1/4 Tract Size: 1.33 acres

LEGAL: See legal description on file in Zoning Division.

PARCEL ID: 19-22-32-7876-02-280

DECISION: Approved the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions: (unanimous)

1. Development in accordance with site plan dated June 12, 2008 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. The applicant must apply for commercial permitting within three (3) years from the date of Board of Zoning Adjustment approval or the Special Exception approval is null and void; and
3. Mulch pathway shall be provided between the daycare center building and playground.

SYNOPSIS: The applicant proposed an outdoor play area in conjunction with an adjacent child daycare center. Staff noted the property has both commercial and agriculture zoning. The portion zoned agriculture is where the play area will be located and a special exception is required for the use.

The applicant held a community meeting on June 19th, 2008 and there were no attendees from the public. Staff received no commentaries back on this request. The applicant submitted letters in support from both adjacent side yard properties.

The BZA added a third condition of approval to address concerns of having a distinguishable path that leads to the playground. The BZA unanimously approved the request with amended conditions of approval. There was no opposition at the hearing.
To: Orange County Zoning Division

Re: Special Exception for Daycare playground

The Little Achievers Learning Center, LLC is requesting a special exception consideration to install a fence & playground for the children served by the daycare. The building at 15236 E. Colonial Drive is zoned C-1 which would allow for a daycare. However, the property behind the building is zoned A-2 which does not allow for a daycare playground. A once rural & mostly agricultural area is now changing to a more suburban area populated by many families. It is our desire to build a successful daycare business by serving these families with quality childcare.

- **Purpose**: To provide a safe, learning, loving, & Christian academic environment for today's little achievers.

- **Unit Size**: 921 sq. ft.

- **Proposed playground size**: Approximately 800 sq. ft.

- **No. of buildings**: One 921 sq. ft. unit within a 10,620 sq. ft. building

- **Existing uses**: A church; lawnmower repair shop; barber shop; insurance agency; real estate office; animal hospital.

- **No. of clients/children**: Approximately 15-35 children according to D.C.F. standards

- **Instructors/employees**: At least two; a director and a teacher's assistant

- **Days & hours of operation**: 8:00 am - 6:00 pm

- **Services**: Quality childcare by integrating spiritual, academic & physical development

- **Outdoor activities**: Supervised physical development in a secure playground area

- **Lighting**: Inside there will be adequate lighting in each room; outside there is light but there will be no playing outside when it is dark

Sincerely,

David Outing

"Providing a safe, learning, loving Christian environment for today's Little Achievers."
Applicant: DAVID OUTING

BZA Number: SE-08-07-002  Sec/Twn/Rge: 19-22-32  District: 4
BZA Date: July 03, 2008  Tract Size: 1.33 acres  Location: The site is located on the south side of East Colonial Drive, 200 ft. east of Sherman Street or 15236 East Colonial Drive.
SKETCH FOR CONDITIONAL USE PERMIT
BUNKER HILL CENTER DAYCARE PLAYGROUND FACILITY
ADDRESS: 15236 EAST COLONIAL DRIVE, ORLANDO, FLORIDA 32826

Legal Description:
Line 28 and 29, Block "B", SEWARD PLANTATION
PARS, as recorded in Plat Book 1, Page 109
the Public Records of Orange County, Florida.

RECEIVED
JUN 10 2008
Zoning Division

THIS IS NOT A SURVEY

SURVEYORS CERTIFICATION:
I HEREBY CERTIFY THAT THIS SKETCH FOR CONDITIONAL USE IS TRUE
AND CORRECT AND WAS PREPARED UNDER MY DIRECTION.

SIGNED
CARL MICHAEL SMITH
LAND SURVEYOR & MINTER NO. 3762
MAY 12, 2008

CENTRAL FLORIDA
SURVEYING AND
MAPPING DIVISION
LB #7543
833 EYKIS DRIVE
SUITE 6C
OVIDO, FLORIDA 32785
(407) 366-2531
Fax (407) 366-2506
TOLL FREE: 1-888-539-1527

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PRINTING FORBIDDEN, COPYRIGHTED MATERIAL.
DATE: June 20, 2008

TO: Board of Zoning Adjustment (BZA)

FROM: Joy Rambaram, Development Coordinator, Zoning Division

SUBJECT: BZA # SE-08-07-002, July 3, 2008

GENERAL INFORMATION:

Applicant: David L. Outing

Request: Special Exception in A-2 zone to allow 800 square feet outdoor play area for adjacent children’s daycare center.

Location: South side of East Colonial Drive. 200 feet east of Sherman Street

Tract Size: 1.3 acres

District: #4

Zoning: A-2

Existing Land Uses: Shopping Center (Bunker Hill Plaza)

Surrounding Land Uses: North: Commercial Uses
South: Single-family residences
East: Commercial Uses
West: Single-family residences

Proposed Use: 800 square feet outdoor play area

FACTS, FINDINGS & STAFF ANALYSIS

1. The subject daycare center is located in a commercial zoned shopping plaza, and is a permitted use. The applicant proposes to utilize a section of the rear yard
behind the shopping plaza for the outdoor play area; this area is zoned A-2 and a special exception is required.

2. The play area would be fenced and located 50 feet from the westerly side yard property line, 120 feet from the easterly side yard property line and 145 feet from the rear yard property line. There is an existing chain link fence around the sides and rear yard.

3. The applicant submitted three signatures in support of the request. Two signatures are from residents along the westerly side yard property line and an adjacent business owner along the easterly property line.

4. Staff has no objection to this request. The proposed play area is located behind the daycare center building, away from East Colonial Drive.

5. The applicant conducted a public information meeting on June 19, 2008. There were no attendees from the public.

**STAFF RECOMMENDATION:**

Staff's recommendation is for approval with the following minimum conditions:

1. Development in accordance with site plan dated June 12, 2008 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing; and

2. The applicant must apply for commercial permitting within three (3) years from the date of Board of Zoning Adjustment approval or the Special Exception approval is null and void.

cc: BZA Members
CASE NO.: VA-08-07-003
APPLICANT: RONI ELIAS

REQUEST: Variance in C-2 (general commercial) zone to provide 266 total parking spaces in lieu of 275 spaces. (NOTE: The site contains 4 uses. The applicant is proposing a fifth use (sandwich shop).

LOCATION: The site is located on the west side of International Drive, 1/4 mile north of Sand Lake Road or 7446 International Drive.
Tract Size: 5.9 acres

DISTRICT #: 6
LEGAL: See legal description on file in Zoning Division.

DECISION: Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43 have been met; further, said approval is subject to the following conditions: (unanimous)

1. Development in accordance with site plan dated May 7, 2008 and all other applicable regulations;
2. No further parking variances shall be granted; and
3. Signage shall be in accordance with Section 31.5, Orange County Code.

SYNOPSIS: The applicant is proposing a 5th use on-site. The new use is a sandwich shop. The entire site will be deficient 9 spaces. The request constitutes a 4% deviation. The BZA concluded the request was minor and the area uses public transportation to serve the tourists. There was no opposition at the hearing.

Rocco R. Conlin
May 12, 2008

Orange County Zoning Division
Board of Zoning Adjustment
201 South Rosalind Avenue
Orlando, Florida 32802

Re: Proposed 1200 SF Restaurant on I-Drive

Dear Reviewer;

The following is a summary of the proposed 1200 SF restaurant located adjacent to the existing Dunkin Donuts at 7446 International Drive. The parcel number for the existing Dunkin Donuts is 25-23-28-0022-00-012. The proposed restaurant will connect to the existing Dunkin Donuts and will be type IIB, unprotected construction and at its highest point will be 28 feet.

The request being made to the board of Zoning Adjustment is for a parking variance. Per code the total parking required for this site, with the proposed restaurant is 275 parking spaces. A parking variance, #06-09-014, was previously applied for and approved for 266 parking spaces. With the placement of the proposed restaurant the total number of parking spaces on site will be 265 parking spaces.

A shared parking analysis, enclosed, verifies that the proposed parking is adequate for the additional 1200 SF restaurant.

If you have any questions or comments regarding this request please contact either David Evans or myself at 407-872-1515.

Sincerely;
Evans Engineering, Inc.

[Signature]

Laurne Hicks
Applicant: RONI ELIAS

BZA Number: VA-08-07-003  Sec/Twn/Rge: 25-23-28
BZA Date: July 03, 2008  District: 6

Tract Size: 5.9 acres  Location: The site is located on the west side of International Drive, 1/4 mile north of Sand Lake Road or 7446 International Drive.
G CALCULATIONS

- **HOTEL REQUIRED**: 1 SPACE/1.5 ROOMS = 128 SPACES
- **DONUTS REQUIRED**: SPACES/1000 SF = 12 SPACES
- **COLE REQUIRED**: GROUPS/HOLE + LOYEE - 4 EMPLOYEES = 76 SPACES
- **WRANT REQUIRED**: 5/1000 = 52 SPACES

PARKING CALCULATIONS cont.

**TOTAL SPACES REQUIRED PER CODE**: 275 SPACES

**TOTAL SPACES REQUIRED PER ORANGE COUNTY VARIANCE (#VA-06-09-014)**:
- **HANDICAP SPACES REQUIRED**: 266 SPACES
  - 7 SPACES

**PROVIDED**:
- **TOTAL SPACES PROVIDED**: 265 SPACES
  - 9 SPACES
- **COMPACT CARS SPACES PROVIDED**: 36 SPACES (14%)
CASE NO.: VA-08-07-004
APPLICANT: SEAN L. FULLERTON

REQUEST: Variances in P-O (professional office) zone to construct detached accessory building (garage) for existing residence as follows:
1) 22 ft. in height in lieu of 15 ft. and
2) 1,040 sq. ft. in size in lieu of 550 sq. ft.

LOCATION: The site is located on the west side of North Hart Boulevard, 1/4 mile south of west S.R. 50 or 610 North Hart Boulevard.
NW 1/4 Tract Size: 3/4 acres

DISTRICT #: 1
LEGAL: See legal description on file in Zoning Division.
PARCEL ID: 25-22-28-0000-00-056

DECISION: Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43 have been met; further, said approval is subject to the following conditions: (unanimous)

1. Exterior design and coloration of accessory building shall be designed and maintained similar to that of the residence;
2. Plumbing limited to one utility sink facility, as shown on the floor plan, and one exterior hose bib;
3. Attic space above garage limited to personal storage only.

SYNOPSIS: The neighborhood is a mixture of single family homes, apartments, and offices sandwiched in between S.R. 50 on the north and the 408 on the south.

The applicant proposes a garage for the storage of personal vehicles, yard equipment and the like, and attic space for household storage. The extra height is needed to accommodate the attic storage and a pitched roof that is consistent with the roof pitch of the house.

Four neighbors wrote in favor, two who abut the applicant's property on the north and on the south. The rear yard is a heavily forested area abutting a parking lot associated with a neighboring apartment complex.

The request is consistent with previous BZA approvals for oversized accessory buildings on large sized lots.

There was no opposition to this request.
May 8, 2008

Orange County Zoning Division
201 S. Rosalind Ave.
P.O. Box 2687
Orlando, FL 32802-2687

RE: Zoning Variance request

Dear Sir/Madam,

This request for a zoning variance in a P-O (Professional Office) zone to construct one detached accessory building (garage) 22.25 ft. in height in lieu of 15 ft., and 1,040 sf in area in lieu of 1,000 sf.

The garage is necessary for the safe storage of two personal vehicles, a trailer, yard tools, and general equipment. Additional attic storage will be used for personal household items, storage boxes, Christmas decorations, children’s clothes, etc. The proposed accessory building would be used for storage only and not as a separate dwelling unit.

<table>
<thead>
<tr>
<th>Item</th>
<th>Garage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Type</td>
<td>Wood frame</td>
</tr>
<tr>
<td>Siding Material</td>
<td>Front - Hardi-plank siding</td>
</tr>
<tr>
<td></td>
<td>Sides and back - Stucco</td>
</tr>
<tr>
<td>Roof Material</td>
<td>Fiberglass shingles</td>
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<tr>
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<td>1,040 sf</td>
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<tr>
<td>Distance from</td>
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<tr>
<td>Property Lines</td>
<td>55' from north boundary</td>
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<tr>
<td></td>
<td>50' from west boundary</td>
</tr>
<tr>
<td></td>
<td>224' from east boundary</td>
</tr>
</tbody>
</table>

Thank you very much for your consideration of this request.

Sincerely yours,

Sean L. Fullerton
Applicant: SEAN L. FULLERTON

BZA Number: VA-08-07-004  Sec/Twn/Rge: 25-22-28

BZA Date: July 03, 2008  District: 1

Tract Size: 3/4 acres

Location: The site is located on the west side of North Hart Boulevard, 1/4 mile south of west S.R. 50 or 610 North Hart Boulevard.
PLAT OF SURVEY

DESCRIPTION


LESS: THE EAST 30 FEET FOR ROAD.

SYMBOLS LEGEND

CO - CLEAN OUT
EH - ELECTRICAL ERM
FR - FIRE WARDEN
GW - GUY WIRE MOUNT
LP - TELEPHONE LINES
TR - TRANSFORMER
OD - CABLE IN DIP
W - WATER METER
E - ELECTRIC METER
GR - OUT MANHOLE
LP - LIGHT POLE

N. HART BOULEVARD (60' R/W)
CEMENT COATING OVER CMU WALLS TYP DOORS AND WINDOWS
OVER FIRST FLOOR

REAR ELEVATION

FRONT ELEVATION

LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION

GENERAL NOTES:
ALL DIMENSIONS SHOWN ON THESE PLANS ARE APPROXIMATE. BUILDER MUST FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.

DATE:
10-05-09

SIGNED:

ARCHITECT:

CONTRACTOR:

ARCHITECT:

CONTRACTOR:

ARCHITECT:

CONTRACTOR:
3 CAR GARAGE
ATTIC STORAGE ABOVE

TOTAL AREA 1040 SF

GENERAL NOTES:
ALL DIMENSIONS SHOWN THROUGHOUT THE PLAN ARE APPROXIMATE.
BUILDER MUST FIELD VERIFY FOR EXACT EXISTING CONDITIONS PRIOR TO
ALL CONSTRUCTION BEGINNING.

Sean Fullerston
VI-08-07-004
CASE NO.: VA-08-07-005
APPLICANT: KIRAN MAHARAJA

REQUEST: Variance in P-D zone to construct screen room addition (glass room) to single-family residence 13 ft. from rear property line in lieu of 20 ft.

LOCATION: The site is located on the north side of Summer Swan Drive, north of Curry Ford Road or 2908 Summer Swan Drive. SE 1/4 Tract Size: 150 ft. x 125 ft.

DISTRICT #: 4


PARCEL ID: 04-23-31-1923-00-240

DECISION: Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43 have been met. (unanimous)

SYNOPSIS: The applicant submitted a letter of approval from Estates at Summer Lakes Architectural Review Board. The adjacent parcel to the rear of the property is open space and classified as conservation land. Staff received one commentary in favor and none in opposition. Staff stated the request was consistent with past approvals granted by the BZA when the property abuts open space. The BZA unanimously approved the request.
COVER LETTER FOR VARIANCE

Board of County Commissioners,

We, Kiran & Neete, Maharaja, who reside at 2908 Summer Swan Drive, Orlando, FL 32825 are requesting a variance for the rear of our property; so that we can have Superior Aluminum Installations, Inc. install a glass room 16x36x16 with the starting height at 8’ 4” and ending at 9’ 2” when attached to our home. It would be made of aluminum uprights and the roof would be aluminum composite panels. It would have insulated low E horizontal windows. The total square footage for the room would be 626’. The reason we want the glass room is so that we can improve our property and enjoy the view and sitting outside while still having the comfort of the inside.

The rear of the glass room of the left side is at 13’ from our property line and 16’ on the right side. This is why we are applying for a variance. Superior Aluminum has attached the engineering for the glass room for your review along with a detailed drawing of how it would look.

Thank you for your time in this matter,

[Signature]

Kiran Maharaja
Applicant: KIRAN MAHARAJA

BZA Number: VA-08-07-005

Sec/Twn/Rge: 04-23-31

BZA Date: July 03, 2008

Location: The site is located on the north side of Summer Swan Drive, north of Curry Ford Road or 2908 Summer Swan Drive.

District: 4

Tract Size: 150 ft. x 125 ft.
CASE NO.: VA-08-07-007
APPLICANT: HUYEL YOAKUM

REQUEST: Variance in R-1 (single-family - 5,000 sq. ft. lots) zone to construct decorative metal fence in front yard 7.3 ft. in height with entry gate 9.5 ft. in height in lieu of 4 ft.

LOCATION: The site is located on the north side of Flowers Avenue, 1/2 mile east of North Dean Road, south of East Colonial Drive or 10411 Flowers Avenue.

DISTRICT #: 3
LEGAL: Lot 14, Block B, Orlando Improvement CO NO 1, as recorded in Plat Book S, Page 95, Public Records of Orange County, Florida.

PARCEL ID: 20-22-31-6348-02-140

DECISION: Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43 have been met; further, said approval is subject to the following condition: Fence height shall not exceed six (6) feet and entry gate shall not exceed seven (7) feet in height. (unanimous)

SYNOPSIS: The applicant was present at the BZA hearing with a representative who served as an interpreter. Staff cited concerns of the proposed fence height being out of character and not comparable with other front yard fences in the neighborhood. Staff received one commentary in opposition and three in favor of the request. The BZA concluded a fence height consistent with the neighborhood was more appropriate, and approved the request with a condition of a reduced fence and gate height. There was no opposition at the hearing.

Foy Kambaran
Attn: Joy

I, Huyen Yoakum would like to request a modification at 10411 Flowers Avenue in height of a proposed fence structure. A variance in the structure height is the exact request upon zoning enforcement of the City of Orlando. The proposed structure will have a height variance of 3 feet surrounding the resident as IronWeld Fence and Column enclosure; therefore, it will stand at 7 feet. Also, the center gate has a variance of 5 5/8 which opens inwards. These specifications are meticulously showed in the given blueprints and application from City of Orlando. I would also like to point out that the resident directly across from 10411 Flowers Ave has the same structure height. I want to have the same height variance on behalf of my zoning permit; for that I can install the proposed structure correctly and accurately according to city regulations.

Huyen Yoakum

[Signature]
Applicant: HUYEL YOAKUM

BZA Number: VA-08-07-007  Sec/Twn/Rge: 20-22-31  Tract Size: 2.3 acres

BZA Date: July 03, 2008  Location: The site is located on the north side of Flowers Avenue, 1/2 mile east of North Dean Road, south of East Colonial Drive or 10411 Flowers Avenue.
Site Plan

SCALE: 1" = 40'-0"

Site Description

LOT 14, BLOCK "B", ORLANDO IMPROVEMENT CO. NO. 1
AS RECORDED IN PLAT BOOK "S", PAGE 95 OF THE
PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

DRAWING LIST:
C.1 SITE PLAN
A.1 PROPOSED
A.2 PROPOSED
Gate Elevation

Scale: 1/4" = 1'-0"

Typ. Pilaster Elevation

Scale: 1/4" = 1'-0"
CASE NO.: VA-08-07-008

APPLICANT: CROWN OF GLORY LUTHERAN CHURCH

REQUEST: Variance in R-1 (single-family - 5,000 sq. ft. lots) zone to allow existing storage shed to remain 2 ft. from the rear and side property lines in lieu of 5 ft.

LOCATION: The site is located on the east side of Rosegate Lane, east of Woodlawn Cemetery Road or 647 Rosegate Lane.

NW 1/4 Tract Size: 1/4 acre

DISTRICT #: 1

LEGAL: Lot 23, Lake Rose Pointe, as recorded in Plat Book 14, Page 69, Public Records of Orange County, Florida.

PARCEL ID: 34-22-28-4722-00-230

DECISION: Withdrawn by applicant, no BZA action necessary.
CASE NO.: SE-08-07-009
APPLICANT: WILLIAM DENIZARD

REQUEST: Special Exception in A-2 (agricultural) zone to allow 12 horses for domestic purposes in lieu of 4 horses and Variance to allow 7,409 sq. ft. of detached accessory uses (barn and stable) in lieu of 2,000 sq. ft. (NOTE: The owner wants to train his own horses on the property).

LOCATION: The site is located on the south side of New Hope Road, 1/2 mile east of Boggy Creek Road or 6750 New Hope Road.

NB 1/4 Tract Size: 4.56 acres

DISTRICT #: 4
LEGAL: See legal description on file in Zoning Division.
PARCEL ID: 34-24-30-6368-00-191

DECISION: Approved the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; and approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43 have been met, further, said approval is subject to the following conditions: (unanimous)

1. Development in accordance with site plan dated May 13, 2008 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. All outdoor lighting shall be in accordance with Chapter 9, Orange County Code;
3. No more than 8 horses;
4. Approval is for the raising of 8 horses or less for domestic purposes. No commercial use of the site;
5. The manure piles shall be setback a minimum of 80 feet from the east property line, 100 ft. from the west property line and shall be located to the rear of the stables;
6. Permits shall be obtained in accordance with all applicable regulations; and
7. Cumulative square footage of accessory buildings shall not exceed 5,000 sq. ft. The accessory buildings shall not exceed 19 feet in height.

SYNOPSIS: The applicant wants to train his personal horses on the site. The horses are currently in Ocala. He wants a location in closer proximity to his residence in the Dr. Phillips area.

The BZA concluded the area was suitable for equines. However, they had
concerns about the number of horses and the size of the barns.

The applicant agreed to compromise and reduce the intensity of his request.

There was no opposition to this request.

Rocco Rubini
May 13, 2008

Dear Zoning Board

This letter is a request for a variance from a zoning ordinance. I am the owner of the property located on 6750 New Hope Dr, Orlando, Florida 32824. My family and I are very pleased with this property and we enjoy this property very much.

My family's hobby is to ride horses and to take them to competitions. In our family, horse riding is a family activity. It is something we do together on the weekends or on vacations. My children are growing up with memories of sharing time and life aboard a horse. They are not quite the horse fanatic as their mom, but they are growing up being active with horses.

Anyone who knows me knows that I love horses. I love to be able to just saddle up a horse and go riding anytime. What's not to like about horses? I love the way that their eyes follow you everywhere, and they're so soft and loving. It's so nice how their manes and tails flow with the wind, and how their hooves make their own special music. And the feeling that you get when you're riding, the feeling of walking high above the world.

Because of our passion for horses we decided to upgrade the property by building a horse barn and a riding ring to accommodate horses in a comfortable and secure shelter. We love our horses so we would like to keep them out of danger and away from the awful weather; and because we are against animal cruelty I am proposing the following:

- Concrete walls with shingles roof.
- Variance is to allow a total of 7,409.2 cumulative sq ft in Accessory Building in lieu of 2,000sqft.
- Building height of 19 feet in lieu of 15 feet.
- Special Exception for 12 horses.

Granting the requested variance will not be a detriment to neighboring properties. However will raise properties values in the community and will be having a respectable neighborhood.

Thank You

[Signature]

William McVayard
Applicant: WILLIAM DENIZARD

District: 4

BZA Number: SE-08-07-009  
Sec/Twn/Rge: 34-24-30  
Tract Size: 4.56 acres

BZA Date: July 03, 2008  
Location: The site is located on the south side of New Hope Road, 1/2 mile east of Boggy Creek Road or 6750 New Hope Road.
DATE:       June 17, 2008
TO:         Board of Zoning Adjustment (BZA)
FROM:       Rocco Relvini, AICP, Chief Planner, Zoning Division
SUBJECT:    BZA #SE-08-07-009, July 3, 2008

GENERAL INFORMATION:

Applicant:  William Denizard

Request:    Special Exception in A-2 zone to allow 12 horses for domestic purposes in lieu of 4 horses and Variance to allow 7,409 sq ft. of detached accessory uses in lieu of 2,000 sq ft.

Location:   South side of New Hope Road, ½ mile east of Boggy Creek Road

Tract Size: 4.56 acres

District: #4

Zoning: A-2 (Agricultural)

Existing Land Uses: Mobile home

Surrounding Land Uses: The area is characterized by 5 acre size tracts of land. The uses are primarily single family residential with large accessory buildings for storage and/or barns

Proposed Use: 12 horses
7,409 sq. ft barn
FACTS, FINDINGS AND STAFF ANALYSIS:

1. The applicant proposes to raise 12 horses for domestic purposes. In addition, he proposes a 7,409 sq. ft. barn for the horses;

2. The proposed use is not a commercial use. These horses will be owned and raised by the applicant; the barn will not be used for boarding horses owned by others;

3. The horse manure will be collected and contained at the rear of the site. There are no homes to the immediate east, west or south;

4. Security lighting will be installed near the barn;

5. The proposed use is compatible with the area. The area is suitable for the raising of equines; and

6. The applicant conducted a public information meeting on June 16, 2008.

STAFF RECOMMENDATION:

The staff recommendation is for approval with the following minimum conditions:

1. Development in accordance with site plan dated May 13, 2008 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager’s approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant’s changes require another BZA public hearing;

2. All outdoor lighting shall be in accordance with Chapter 9, Orange County Code;

3. No more than 12 horses;

4. Approval is for the raising of 12 horses or less for domestic purposes. No commercial use of the site;

5. The manure piles shall be setback a minimum of 80 feet from the east property line, 100 ft. from the west property line and shall be located to the rear of the stables; and

6. Permits shall be obtained in accordance with all applicable regulations.

cc: BZA Members
William Denizard, 6750 New Hope Road, Orlando, Fl. 32824
REQUEST: Special Exception in A-2 (agricultural) zone to renew approval of concrete batch plant: Tarmac America, LLC. (NOTE: Previous renewal approval was granted on a temporary basis, expiring January 16, 2009).

LOCATION: The site is located on the north side of East Colonial Drive, 1/4 mile east of S.R. 419 (Bithlo) or 17237 East Colonial Drive. SW 1/4 Tract Size: 7.8 acres

DISTRICT #: 5
LEGAL: See legal description on file in Zoning Division.
PARCEL ID: 21-22-32-0000-00-065

DECISION: Approved the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions: (unanimous)

1. Special Exception approval will expire on January 16, 2019;
2. All previous conditions of special exception approval remain in force;
3. Special Exception approval is for Tarmac America, LLC only. When Tarmac ceases operation on-site, only those uses allowed under Sections 38-77 & 38-78 of the Zoning Code & the FLU Map of the Comprehensive Policy Plan (as both may be amended from time to time) are permitted on-site;
4. Tarmac shall appoint primary and secondary contact persons to mediate/resolve any neighborhood complaints. Tarmac shall provide identity, address, telephone number, and e-mail address of contact persons via U.S. mail within 30 days of BZA approval to the Zoning Division, Cypress Lakes Community Association, and the Board of County Commission District #5 office ("BCC"). It is Tarmac's responsibility for providing the Association, the Orange County Zoning Division and the BCC any changes made as to the contact information within 30 days of those changes. Any changes in contact information relative to the Cypress Lakes Community Association shall be forwarded to Tarmac within 30 days of those changes.

SYNOPSIS: Subsequent to the public information meeting held prior to the BZA hearing, Tarmac conducted an immediate and detailed study looking into the noise issues raised by neighboring residents in Cypress Lakes P-D. The results of the study were compiled into a written report, including a resolve to those issues, including new employee training practices and new operations protocol. The affected neighbors were mailed copies of the written summary prior to the public hearing, and it is also attached herein.

The applicant explained to BZA the necessity for remaining in the area for the
additional amount of years requested. The BZA understood the fact that changes to the area have occurred and will continue to occur, but they can be slow in becoming realities. The gist from two of the residents at the information meeting is that they had no problem with Tarmac staying as they have been asset to the community, as long as they correct the existing noise problem, and that in their opinion, it is a better land use in the area than the numerous junkyards located there.

The BZA believed Tarmac a credible business that would do what it takes to resolve neighborhood concerns now and in the future. The BZA approved the request with staff conditions, including Condition #4 which was added to ensure a direct applicant-to-neighborhood contact to address any complaints associated with the business on-site.

There was no opposition present at the public hearing.

Gail Levy
May 21, 2008

Orange County Zoning Division
2010 S. Rosalind Avenue
Orlando, FL 32802

Re: Tarmac America, LLC application for renewal of Special Exception Permit

To Whom It May Concern:

Tarmac America, LLC is requesting a renewal of the Special Exception Use approval for the existing concrete batch plant located at 17237 State Road 50, Bithlo. The current approval expires in January 2009.

The Tarmac batch concrete plant has operated at the current site for approximately 20 years. Fifteen employees are engaged in the operations of the plant as operators, drivers and managers. The average wage of the employees engaged in operations at the Bithlo facility is approximately $16.00 per hour.

A batch plant such as this does not manufacture concrete components, but rather, mixes these components for loading in trucks for job site delivery. Because concrete must be mixed and delivered in a wet state, batch plants must be located relatively near the area where the building of homes, schools, businesses, roads, etc. is occurring.

The existing plant is well screened visually from Highway 50 by a heavy vegetative buffer. To the rear of the site is retention and vegetative screening. To the east is a high voltage electric transmission line and right of way. To the west is an automotive salvage yard.

Though the Orange County Comprehensive Plan has envisioned a transition in land uses in this area of Highway 50 for the last ten years at least, this transition has yet to occur in any substantive way. The Highway 50 corridor east of Chuluotta Road remains heavily industrial with a concentration of salvage yards. Given the existing land use patterns, concurrency constraints and depressed land development sector, no change is likely for several years. As the area exists today and as it will likely exist well into the future, the batch plant operation is a very compatible use.
Ultimately, as the actual uses of the area transition, an alternative location for the existing batch plant will be more feasible and practical. Extending the time frame for operations at the current site will be keeping with current area land uses and avoid extraordinary hardship on the operations and employees resulting from a premature shut-down of the Bithlo location. Thank you for your consideration.

Yours Very Truly,

[Signature]

Dykes Everett

DCE/mjh
Applicant: DYKES EVERETT & COMPANY, INC.

BZA Number: SE-08-07-010
Sec/Twn/Rge: 21-22-32
Tract Size: 7.8 acres

BZA Date: July 03, 2008
Location: The site is located on the north side of East Colonial Drive, 1/4 mile east of S.R. 419 (Bithlo) or 17237 East Colonial Drive.
LEGEND:

1. PRETREATMENT BASIN - STORMWATER WET DETENTION POND FOR PRETREATMENT OF SITE RUNOFF PRIOR TO DISCHARGE TO FINAL WET DETENTION POND (LAKE). THE BASINS COMPLY WITH REQUIREMENTS OF GENERIC PERMIT FOR DISCHARGES FROM CONCRETE BATCH PLANTS. ISSUED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT IS A COMBINATION OF ENVIRONMENTAL RESOURCE PERMIT AND NPDES PERMIT.

2. CELL - SETTLING/CLARIFICATION BASIN FOR WASTEWATER GENERATED BY WASHOUT OF INTERIORS OF BATCHING TRUCKS AND LEFTOVER CONCRETE NOT USED ON PROJECTS. THIS IS GENERALLY DESCRIBED AS TYPE II WASTEWATER.

3. TYPE II WASTE AREA - AREA USED FOR DRYING OF SOLIDS RECOVERED FROM CELLS AS DESCRIBED IN ITEM 2.

4. SEDIMENT TRAP - ENTRANCE POINT FOR AREA STORMWATER RUNOFF TO SIMULATE POINT TO DRIVER OF SOLIDS FROM PRODUCTION AREAS.
Memo

To: Orange County Board of Zoning Adjustment
From: Dykes Everett
CC: Mary Thomas, 2000 Hammock Moss Drive, Orlando 32820
    Joyce Johnson, 2012 Hammock Moss Drive, Orlando 32820
    Mike and Carol Goins, 1982 Hammock Moss Drive, Orlando, 32820
    Andrew & Leatrice Kapral, 1934 Hammock Moss Drive, Orlando, 32820
    Tarmac America, LLC
Date: 6/27/08
Re: Tarmac America, llc ("Tarmac") Application for Renewal of Special Exception Permit SE-08-07-010

During the Public Hearing held on June 18, 2008, discussion was held with some of the residents of Cypress Lake Subdivision regarding their concern over noise issues at the Tarmac Batch Plant. Specifically, during early morning hours and after midnight Tarmac’s site was creating noise that resembled “loud banging” and an outdoor PA system whereby telephone ringing would echo off the speaker system.

Following the meeting, Tarmac commissioned a noise study to be conducted during the early morning hours to identify any issues of noise. The study was conducted overnight on June 22, 2008. During the study the issue of the “loud banging” was discovered as the use of a hammer to loosen remaining cement and fly ash in tankers making deliveries on site. With respect to the PA system noise, inspection confirms that Tarmac does not have an outdoor PA or outdoor bell ringing system. This noise is generated off-site.
Subsequent to the study, the following items were added to Tarmac's Batch Plant Nighttime Operating Procedures in order to reduce the noise disturbance to the residents:

- Cement and Fly Ash delivery trucks will not be permitted to hammer out pod contents. The on-site plant supervisor will oversee compliance.
- Cement and Fly Ash delivery trucks will keep discharge air pressure below 10 during night operations.
- Cement and Fly Ash inventories will be full at the start of the shift, in order to minimize the deliveries coming later in the night-shift.

Tarmac has also agreed to re-brief all employees and vendors of the batch plant on the Nighttime Operating Procedures attached hereto. In addition to the above measures, Tarmac has also created a Batch Plant Nighttime Good Neighbor Practices policy, in hopes to reduce and/or eliminate the noise created during nighttime hours, a copy of which is attached hereto.

Upon receipt of the new procedures, Dykes Everett & Company, has provided a copy of the new procedures to the residents who mentioned the noise concerns.
To: All Operating Personnel  
From: Mike Kane  
Subject: Batch Plant Nighttime Operating Procedures  

When operating during nighttime hours, please observe the following procedures at all batch plant facilities where neighbors can be impacted:

- Switch loaders from the back up alarms to strobe lights  
- Reduce yard speed limit to 5 mph  
- Minimize raw material deliveries whenever possible  
- Slamming of tailgates is not permitted  
- Use lights to signal drivers instead of horns or buzzers  
- Restrict ready mix truck backing in the loading area  
- Adjust batching sequence to minimize aggregate noise generation  
- Cement and Fly Ash delivery trucks will not be permitted to hammer out pod contents. The on-site plant supervisor will over-see compliance.  
- Cement and Fly Ash delivery trucks will keep discharge air pressure below 10 during night operations.  
- Cement and Fly Ash inventories will be full at the start of the shift, in order to minimize the deliveries coming later in the night-shift.
To: All Bithlo Operating Personnel
From: Pete Dube
Subject: Batch Plant Nighttime Good Neighbor practices

Below are steps that the Bithlo ready mix operating personnel will take to ensure we are being good neighbors to the surrounding residents when we operate during early morning hours. These are in addition to our Nighttime Operating Policy.

- All steel aggregate bins will be lined with a noise dampening material.
- When loading the ready mix trucks, we will keep the mixing drums at minimum rpm's.
- All belts and rollers will be greased and maintained prior to opening.
- Only essential personnel will be used to manufacture the concrete.
- Sound dampening concrete walls installed at loading point and preparation point.
June 19, 2008

To: Board of Zoning Adjustment

From: Gail Tyree, Land Development Coordinator

Subject: Special Exception Report: SE-08-07-010, July 3, 2008

GENERAL INFORMATION:

Applicant: Dykes Everett & Company

Applicant's Request: Special Exception to renew approval of concrete batch plant (Tarmac America, LLC)

Subject Property Location: North side East Colonial Drive, ¼ mile east of S.R. 419 (Bithlo area) Address: 17237 E. Colonial Dr.

District: #5

Tract Size: 7.8 acres

Zoning: A-2 (Agricultural)

CPP FLUM Designation: "C" (Commercial)

Existing Land Uses: Tarmac concrete batch plant operation

Surrounding Land Uses: North: Conservation tracts within Cypress Lakes P-D South: Commercial businesses (C-2 and C-3) East and West: Nonconforming junk/salvageyards (C-3)

BACKGROUND, FINDINGS, AND STAFF ANALYSIS:

1) Applicable Zoning Regulations: Concrete batch plants are permitted uses in all the Industrial (except for the Ind-1A restricted industrial) districts. Special Exception approval by the BZA is required in the A-1 and A-2 Agricultural districts.
2) **Historical Zoning Approvals:**

Original Special Exception for temporary use approval by BCC on 1/16/90 for a maximum of ten (10) years, expiring January 16, 2000.

BZA on July 1, 1999 granted approval with conditions to renew the Special Exception, with the expiration date of January 16, 2009. In general, the conditions required adherence to the site plan with no expansions and preservation of the treed area at the back of the property between the applicant’s operation and Cypress Lakes P-D to the north. To date, the operation remains in compliance with the 1999 conditions.

3) **Facility setup:** Generally, the operation consists of: a two-story business office, sand bins, fuel tank, wash-down station, two silos approximately 100 feet in height. The silos are holding bins for sand, rock, and slag mix. Machinery located in the silo area is used to move this mixture from the silos into trucks, then taken to construction sites.

4) The applicant states Tarmac has been supporting the construction needs for the Bithlo/East Orange County area since they opened in 1991. Ongoing demand supports commercial projects, institutional uses including schools, and infrastructure, including FDOT road projects. Dykes Everett (applicant) was hired by Tarmac to locate a new permanent location. Tarmac requests BZA grant an additional ten (10) years (January 16, 2019).

5) A public information meeting was held the evening of June 18, 2008. The salvage company owners to the west attended and expressed no opposition. Two residents from the Lexington Grande Subdivision within Cypress Lakes P-D attended and informed there was a noise problem associated with activities occurring on-site during early morning hours (after Midnight). Staff received a commentary with the same concerns. Residents cited loud banging noises and outdoor PA system with loud voice announcements and continuous telephone ringing. Mr. Everett and Tarmac representatives obtained specific information from the residents and will investigate the problem. Tarmac and Everett assured the residents they would get back with them and Staff prior to the public hearing with a plan to reduce or eliminate noise problems. Tarmac’s findings on the noise problem may result in Staff recommending an additional condition to address any current/future reoccurrences during Tarmac’s tenure on-site. The residents stated they had no objection to Tarmac remaining on-site as a supportive business to the Bithlo community, as long they are able to resolve the noise problems.
STAFF RECOMMENDATION:

Subject to the findings of the public hearing, the preliminary Staff recommendation is for approval with the following minimum conditions. This recommendation is subject to change, including the conditions, based on any new or different information received subsequent to this report and/or prior to or at the public hearing.

CONDITIONS:

1) Special Exception approval will expire on January 16, 2019.

2) All previous conditions of special exception approval remain in force.

3) Special Exception approval is for Tarmac America, LLC only. When Tarmac ceases operation on-site, only those uses allowed under Sections 38-77 & 38-78 of the Zoning Code & the FLU Map of the Comprehensive Policy Plan (as both may be amended from time to time) are permitted on-site.

4) (Note: reserved for noise-related condition, if necessary).

copy: Dykes Everett & Company