

Item # 48

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** NW Oregon PUD - Reimbursement for Work Performed

**DEPARTMENT:** PUBLIC WORKS **DIVISION:** ENGINEERING

**AUTHORIZED BY:** W. Gary Johnson **CONTACT:** Jerry McCollum, P.E. EXT. 5651  
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

<b>Agenda Date</b> <u>07-13-04</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION / RECOMMENDATION:**

Approve and authorize payment in the amount of \$56,152.05 to Pulte Home Corporation for reimbursement for work completed in conjunction with the Dunwoody Commons Project Development Order.

District 5 – Commissioner McLain (Jerry McCollum, P.E.)

**BACKGROUND:**

A Development Order was issued in 2000 for the Dunwoody Commons Project (as part of the NW Oregon PUD located at State Road 46, west of Interstate 4) that required the County to enclose the ditches on State Road 46 by installing pipes and providing a suitable grade for a trail and the Developer would construct a paved trail over this stabilized area. However, due to development construction timing and lack of trail funding, the developer installed the pipes and prepared the grade. The Development Order was modified in 2004 to reflect this activity. Although discussed various times with staff, the Modified Development Order did not address the potential issue of a cost differential between modifying the ditches and installing the trail. This cost difference occurred because the County's original commitment (enclose the ditches) was more costly than the Developer's original commitment (construct a paved trail). Obviously when the roles were reversed, additional costs were placed on the Developer.

<b>Reviewed by:</b>	
<b>Co Atty:</b> <u>NA</u>	
<b>DFS:</b>	
<b>Other:</b>	
<b>DCM:</b> <u>[Signature]</u>	
<b>CM:</b> <u>[Signature]</u>	
<b>File No.</b> <u>CPWE02</u>	

Based on the Developer's actual costs to enclose the ditches and the County's estimated cost to construct a trail, the data showed a cost differential did exist. After reviewing the developer's costs, associated work and requesting appropriate cost modifications, staff recommends reimbursement to the developer in the amount of \$56,152.05. A corresponding Budget Request to place funds into an appropriate account is on the July 13<sup>th</sup>, Fiscal Services Consent Agenda.

Attachment: Revised Development Order  
Letter dated May 28, 2004 (Outlining Costs)

REVISED AND RESTATED  
NW OREGON P.U.D. FINAL MASTER PLAN  
DEVELOPER'S COMMITMENT AGREEMENT  
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION

The NW Oregon PUD Final Master Plan Developer's Commitment Agreement Commitments, Classifications, and District Description dated August 28, 2001 is hereby revised on March 23, 2004 to read as follows:

I. **LEGAL DESCRIPTION.** The legal description of the PUD is attached hereto as Exhibit "A". The Final PUD Master Plan shall be replaced in its entirety by the Revised Final PUD Master Plan attached hereto as Exhibit "B".

II. **PROPERTY OWNERS.** The current property owners are NW Oregon, Ltd., a Florida limited partnership and Pulte Home Corporation, a Michigan corporation.

III. **STATEMENT OF BASIC FACTS.**

- A. Total Acreage: 72.90 acres
- B. Zoning: Planned Unit Development
- C. Density of Lot 6: 15.75 dwelling units per net buildable acre, or 300 dwelling units maximum
- D. Density of Lots 2-5: 26,000 square feet of buildable area
- E. Density of Lot 1A (Auto Dealership): 75,000 square feet of buildable area no single space shall be greater than 40,000 square feet \*
- F. Density of Lot 1B (Multifamily): 11.46 dwelling units per net buildable acre, or 154 dwelling units maximum\*

GENERIC COPY  
MAX VANNIE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
MAY 5 2004

RETURN TO SANDY MCCANN

\*Note that under the original P.U.D. Lot 1 was originally designated as commercial/retail use with a density of 200,000 square feet with no single space being greater than 80,000 square feet. Under this Revised and Restated Agreement, Lot 1 has been split into two (2) segments with multifamily development on Lot 1B and construction of an automobile dealership and auto body repair on Lot 1A.

- G. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.
- H. The Owners of the Property have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted

MARYANNE MORSE, CLERK OF CIRCUIT COURT, SEMINOLE COUNTY, FLA. 2004042511 BK 05244 PGS 1897-1898 RECD 03/20/2004 10:41:07 AM RECD BY S. McCANN

and agreed to have such commitments run with, and follow and perpetually burden the Property.

IV. LOT PLAN – LAND USE BREAKDOWN

<u>Lot</u>	<u>Use</u>	<u>Maximum No. of Dwelling Units or Square Footage of Building Area</u>	<u>% of Site</u>
1A	Commercial/Retail	75,000 square feet - 8.00 acres	10.97%
1B	Multi-Family	154 units - 16.08 acres	22.06%
1C	Outparcel	5,000 square feet - 1.22 acres	1.67%
2	Commercial/Retail	5,000 square feet - 1.2 acres	1.65%
3	Commercial/Retail	5,000 square feet - 1.2 acres	1.65%
4	Commercial/Retail	8,000 square feet - 1.6 acres	2.19%
5	Commercial/Retail	8,000 square feet - 1.6 acres	2.19%
6	Multi-Family	300 Units - 19.05 acres	26.13%
N/A	Conservation Area	N/A - 22.95 acres	31.49%
	Total	106,000 square feet/ 454 units	72.90 acres 100%

V. OPEN SPACE CALCULATIONS

Open Space shall be provided at an overall rate of 35%, or a minimum of 25.51 acres throughout the entire PUD. Open space (as listed below) is achieved through active recreation, passive recreation, and other green space in the PUD.

Maintenance of the Open Space shall be funded by the Owners.

Total Land Area: 72.90 acres  
 Open Space Required: 25% = 72.90 acres x 0.25 = 18.225 acres  
 Open Space Provided: 25.51 acres/ 72.902 acres = 35%

**Commercial Landscape Buffer:**

- 35' minimum landscape buffer with a 6 foot masonry screen wall on Lot 1A where it abuts Lot 6.

- 10' minimum landscape buffer with a 6 foot masonry screen wall on Lot 1A where it abuts Lot 1B.
- 15' minimum landscape buffers along SR 46 and North Oregon Street
- 10' landscape buffer along west side of Lot 2
- 5' landscape buffers between Lots 2, 3, 4, and 5
- 15' landscape buffer on rear of Lots 2, 3, 4, and 5
- 15' landscape buffer along the east side of Lot 5
- 15' landscape buffer between Lots 5 and 6

**Multi-Family Landscape Buffer:**

- 15' minimum, 35' average landscape buffer on Lot 6 where it abuts Lot 1A
- 15' minimum landscape buffer on Lot 1B where it abuts Lot 1A

**Conservation Area:** Contains 22.954 acres

**Total Open Space:** 25.51 acres (35% of 72.90 acres)

**VI. BUILDINGS SETBACKS.**

**A. Commercial: Minimum Building Setbacks**

- 5' Building setback to side lot lines (between Lots 2, 3, 4, 5)
- 10' Building setback to rear lot lines of Lots 2, 3, 4, and 5
- 50' Building and accessory structure (i.e. car wash) Setback on Lot 1A where it abuts Lot 1B, except that a dumpster may be allowed west of the service center within the 50' Setback area
- 25' Building setback from front lot line of all commercial and all street rights-of-way

**B. Multi-Family: Minimum Building Setbacks**

- 5' building setback between buildings
- 35' Building setback from the Oregon Street right-of-way
- 50' Building setback for residential buildings on Lot 6 from the Lot 1A Boundary Line
- 15' Building setback for the community pool and pool house on Lot 6 from the Lot 1A Boundary Line
- 15' Building setback on Lot 1B from the Lot 1A Boundary Line

**C. Maximum Building Height**

35' plus 10% for architectural treatment for commercial and multi-family buildings

**VII. PERMITTED USES.**

Commercial Lots 2, 3, 4, and 5: All permitted and conditional uses described in the C-2 Retail Commercial District, except laundromats, video and pinball machine arcades, clinics, stand-alone bars and lounges, drive-in theaters, flea markets (open air), auto repair, paint and body shops, hospitals and nursing homes, personal and mini storage facilities and billboards.

Commercial Lot 1A: All permitted and conditional uses described in the C-2 Retail Commercial District, except Laundromats, video and pinball machine arcades, clinics, stand-alone bars and lounges, drive-in theaters, flea markets (open air), hospitals and nursing homes, personal and mini storage facilities and billboards. Auto repair, and paint and body shops shall be allowed in association with a car dealership.

Multi-Family Lots 1B and 6: Multifamily housing and those ancillary uses associated with R-4 and R-3 zoning under the HIP-TI land use.

**VIII. LANDSCAPE AND BUFFER CRITERIA.**

- A. A buffer consisting of two (2) rows of live oak trees spaced 25' on center with a 4" minimum caliper tree shall be placed within the landscape buffer lying between Lot 1A and Lot 6.
- B. The Owners shall preserve approximately 38.9%, or approximately 2,110 out of approximately 5,420 existing trees, which are 6" or larger, over the entire Property, pursuant to the following table:

Lot Number	Estimated Number of Existing Trees	Estimated Number of Trees to be Preserved	Percentage
Lots 1A and 1B	1,620	49	3.0%
Lots 2-5	476	40	8.4%
Lot 6	1,379	76	5.5%
Conservation Area	1,945	1,945	100.0%
<b>Total</b>	<b>5,420</b>	<b>2,110</b>	<b>38.9%</b>

The number of existing trees and trees to be preserved are estimated numbers based on surveys of representative areas of the Property. The Owners are not required to preserve the exact number of existing trees within each Lot as set forth above, as long as the total percentage of preserved trees is approximately 38.9% of the total number of existing trees over the entire Property.

The foregoing chart reflects a reduction in the number of trees to be preserved by 133 trees on Lots 1A and 1B, from the original Developer's Commitment Agreement dated August 28, 2001. The 133 tree shortage shall be offset by an increase in the number and/or caliper of trees to be planted on Lot 1A and Lot 1B with the following allocation: The Owner of Lot 1A shall provide the equivalent of 44 trees, with 33 trees to be placed in the buffer area between Lot 1A and Lot 1B and 11 trees to be placed along the S.R. 46 and/or North Oregon Street frontage. The Owner of Lot 1B shall provide the equivalent of 89 trees on Lot 1B. A plan depicting the location and design specifications of such replacement trees shall be subject to the review and approval by County staff.

- C. Landscape material style and size, including the above-referenced replacement tree plan, shall meet or exceed the Seminole County Land Development Code.

- D. The Conservation Area shall be preserved as a permanent conservation easement area conveyed to the St. John's River Water Management District prior to the issuance of the Final Certificate of Occupancy for the project.
- E. The Owners shall maintain a 25' landscape buffer along S.R. 46 and a 15' landscape buffer along Oregon Street as per the terms of the Revised Final Master PUD Plan.

IX. MICELLANEOUS DEVELOPMENT COMMITMENTS.

- A. The development of the Property shall comply with the Revised Final PUD Master Plan attached hereto as Exhibit "B".
- B. Prior to the issuance of the Certificate of Occupancy for Lot 1A, the Owner of Lot 1A shall install a six foot (6') masonry screening wall on the commercial side of the landscape buffer between Lot 1A and Lot 1B and on the commercial side of the landscape buffer between Lot 1A and Lot 6. Upon written Agreement between the Owner of Lot 1A and the Owner of Lot 1B, a copy of which Agreement shall be provided to the Land Development Manager of Seminole County, the obligation to build the screen wall on the north side of Lot 1A may be assumed by the Owner of Lot 1B. In such event, construction of such screen wall shall be removed as a condition to issuance of the Certificate of Occupancy for Lot 1A, but shall become a condition to the issuance of a Certificate of Occupancy for Lot 1B.
- C. The Owners shall provide a pedestrian access to all buildings within the commercial component of the PUD.
- D. Any traffic signal modifications needed as a result of development of the Property shall be paid for by the Owners of such portion of the Property which requires such modifications as a condition of development.
- E. Road improvements on S.R. 46 and Oregon Street, such as turn lanes, median openings, etc., shall be constructed concurrently with the development of that portion of the Property which will be benefited by such improvement as reflected on the Revised Final Master Plan.
- F. With respect to the automobile dealership use on Lot 1A, the following conditions shall apply:
  - i. No outdoor amplification of sound, including audible paging or speaker systems, shall be permitted within the development.
  - ii. Other than (a) a term commencing two (2) weeks prior to the grand opening of the dealership and continuing until one (1) month after the grand opening (a total of six (6) weeks), and (b) special promotions occurring once per year for no more than seven (7) consecutive days (which special promotions shall, in any event, be subject to all limitations set forth in the Seminole County Land Development Code), the dealership shall not feature or permit any tethered balloons, inflatables, flags or banners. Any tethered balloons, inflatables, flags or banners used during the permitted time periods shall not exceed a height of thirty (30) feet above ground level.

- iii. No searchlights or beacons shall be permitted.
- iv. The dealership shall install only shoe box-type lighting; such lighting shall include shields along the northern property boundary of Lot 1A, if necessary, and shall comply with the requirements of the Seminole County Land Development Code. No lighting shall spill over onto the Lake Forest property or the residential development on Lots 6 and 1B.
- v. S.R. 46 identification signage shall be limited to a monument type sign with a maximum height of fifteen (15) feet. The exact materials shall be determined at the time of final engineering, but the pedestal of the sign shall be constructed of brick, stone, split face block or similar materials.
- vi. The hours of operation of the collision center shall be limited to 8:00 AM to 6:00 PM. The collision center shall be a totally enclosed, air-conditioned, insulated masonry building. It shall have only one (1) service door on the north side of the building for access to the paint shop. Said service door shall be opened only for the ingress or egress of vehicles and shall not remain open during routine paint shop operations.

#### X. PUBLIC FACILITIES.

The Owner has received its Notice of Concurrency Review Test Results, Application Number 20-0102-010-0000 dated July 31, 2000, evidencing that all Concurrency Review Requirements as provided by Chapter 10, Seminole County Land Development Code, have been satisfied. Among the conditions relating to the concurrency of public facilities are the following:

##### WATER:

Water service shall be provided by Seminole County. Design of lines and fire hydrants shall conform to all Seminole County and Department of Environmental Protection Standards.

##### SANITARY SEWER:

Central sanitary sewer shall be provided by Seminole County. Design of lines and pump stations shall conform to all Seminole County and Department of Environmental Protection Standards.

##### STORM DRAINAGE:

Storm water drainage treatment and storage for pre-post conditions are to be provided on-site according to Seminole County and the St. John's River Water Management District's ERP regulations.

##### FIRE PROTECTION:

Fire Protection shall be provided by Seminole County. Fire hydrants shall be located according to Seminole County regulations.

XI. STANDARD COMMITMENTS.

- A. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including the impact fee ordinance, of Seminole County.
- B. All obligations, liabilities, and responsibilities incurred or implied by the Owners of this agreement shall be assumed by any successors-in-interest of any portion of the Property.
- C. This agreement touches and concerns the Property, and the conditions, commitments and provisions of the agreement shall perpetually burden, run with, and follow the said property and be a servitude upon and binding upon said property unless released in full or in part by action of Seminole County by virtue of a document of equal dignity herewith. The Owners of the Property have expressly covenanted and agreed to the provision and all other terms and provisions of this agreement.
- D. The terms and provisions of this agreement are not severable, and in the event any portion of this agreement shall be found to be invalid or illegal, then the entire agreement shall be null and void.

XII. INTERPRETATION; RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER.

This Revised and Restated Developer's Commitment Agreement is intended to supplant, supercede, and replace the NW Oregon PUD Final Master Plan Developer's Commitment Agreement dated August 28, 2001, and is further intended to summarize material provisions of the Revised Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Revised and Restated Developer's Commitment Agreement and the Revised Final Master Plan, the terms and conditions of the Revised and Restated Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Revised and Restated Developer's Commitment Agreement and Development Order Number 2000-0045, dated July 25, 2000, and recorded in Official Records Book 3907, Page 0006, public records of Seminole County, Florida, the terms of the Revised and Restated Developer's Commitment Agreement shall control. Unless modified by the terms of this Agreement or the Revised Final Master Plan, the terms of Development Order Number 2000-0045 shall remain in full force and effect.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

  
 MARY ANNE MORSE  
 Clerk of the Board

  
 Daryl McLain, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, NW Oregon, Ltd., a Florida limited partnership, on behalf of itself and its heirs, successors, assigns and transferees of any nature whatsoever and consent to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

*Wanda L. Penland*  
Print Name: Wanda L. Penland

*Paula C. Satcher*  
Print Name: Paula C. Satcher

OWNERS:

NW OREGON, LTD., a Florida limited partnership

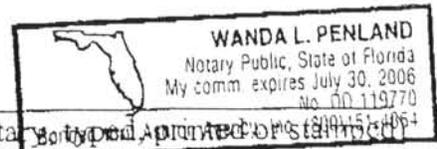
By: Schrimsher Investments Corporation, a Florida corporation, its general Partner

By: *Steven Schrimsher*  
Steven Schrimsher, President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2004, by Steven Schrimsher, as the President of Schrimsher Investments Corporation, a general partner of NW Oregon, Ltd., who is personally known to me or who has produced \_\_\_\_\_ as identification.

*Wanda L. Penland*  
Notary Public



(Name of Notary Public) Wanda L. Penland  
My Commission Expires: \_\_\_\_\_

OWNERS' CONSENT AND COVENANT

COMES NOW, Pulte Home Corporation, a Michigan corporation on behalf of itself and its heirs, successors, assigns and transferees of any nature whatsoever and consent to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

Terril L. Kraefzig  
Print Name: TERRIL L. KRAEFZIG  
Todd Luke  
Print Name: TODD LUKE

OWNERS:

PULTE HOME CORPORATION, a  
Michigan corporation  
[Signature]  
Douglas W. Puvogel, as Attorney in Fact  
for Pulte Home Corporation

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of MARCH, 2004, by Douglas W. Puvogel, as Attorney in Fact for Pulte Home Corporation, who is personally known to me or ~~who has produced~~ \_\_\_\_\_ as identification.

**DIANA M. CABRERA**  
Notary Public - State of Florida  
Commission #DD 015582  
My Commission Expires April 4, 2005

[Signature]  
Notary Public DIANA M. CABRERA

(Name of Notary, typed, printed or stamped)  
My Commission Expires: APRIL 4, 2005

EXHIBIT "A"LEGAL DESCRIPTION

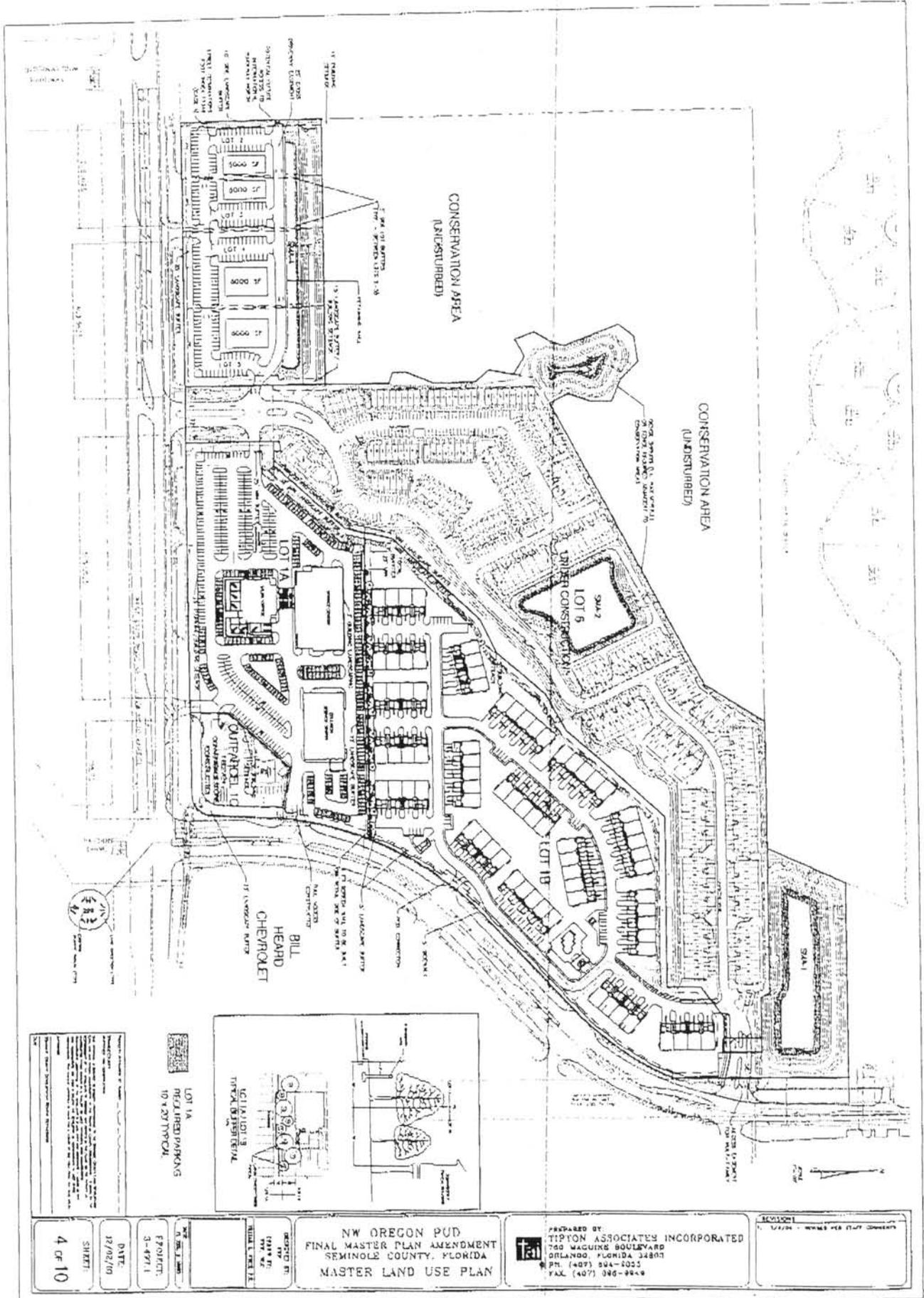
That part of Sections 20 and 29, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Begin at the Northwest corner of said Section 29; thence run N 89°44'08" E along the North line of the Northwest 1/4 of said Section 29 for a distance of 1938.92 feet to the Sanford Grant line; thence run N 24°38'27" E along said Sanford Grant line for a distance of 212.79 feet to the North line of the South 193.00 feet of the South 1/2 of the Southwest 1/4 in Sanford Grant of said Section 20; thence run N 89°44'08" E along said North line of the South 193.00 feet for a distance of 500.58 feet to the West line of a Florida Power Corporation Easement, as recorded in Deed Book 149, page 356, of the Public Records of Seminole County, Florida; thence run S 00°12'27" E along said West line for a distance of 193.00 feet to the North line of the Northwest 1/4 of said Section 29; thence run S 00°11'42" E along said West line for a distance of 240.91 feet to a point on a non-tangent curve concave Northwesterly and the Westerly right-of-way line of Oregon Avenue, as recorded in Official Records Book 3332, page 0477, of said Public Records, having a radius of 725.00 feet and chord bearing of S 36°10'17" W; thence run the following five (5) courses along said Westerly right-of-way line; Southwesterly along the arc of said curve through a central angle of 23°50'38" for a distance of 301.71 feet to the point of tangency; thence run S 48°05'36" W for a distance of 333.46 feet to the point of curvature of a curve concave Southeasterly having a radius of 785.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 48°15'18" for a distance of 661.14 feet; thence run S 03°55'26" W for a distance of 93.80 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 85°54'52" for a distance of 74.97 feet to the North right-of-way line of State Road 46 and the point of tangency; thence run S 89°50'18" W along said North right-of-way line for a distance of 1782.03 feet to the West line of the Northwest 1/4 of said Section 29; thence run N 00°14'12" W along said West line for a distance of 1425.42 feet to the POINT OF BEGINNING.

Containing 72.902 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

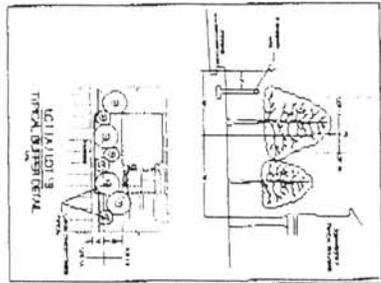


EXHIBIT "B"



PROJECT: NW OREGON PUD  
 SHEET: 4 OF 10  
 DATE: 12/02/00  
 PROJECT: 3-0771.1

LOT 1A  
 REQUIRED PARKING  
 10 x 20 TYPICAL



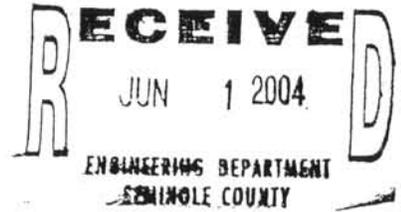
NW OREGON PUD  
 FINAL MASTER PLAN AMENDMENT  
 SEMINOLE COUNTY, FLORIDA  
 MASTER LAND USE PLAN

PREPARED BY  
 TIPTON ASSOCIATES INCORPORATED  
 760 MAGNUS BOULEVARD  
 ORLANDO, FLORIDA 32805  
 PH: (407) 886-2025  
 FAX: (407) 886-8868

REVISIONS  
 1/12/01 - 1/12/01 - 1/12/01 - 1/12/01

SHUTTS  
&  
BOWEN  
LLP

ATTORNEYS AND COUNSELLORS AT LAW



MEREDITH H. PICKENS  
(407) 835-6961 Direct Telephone  
(407) 849-7261 Direct Facsimile

E-MAIL ADDRESS:  
mpickens@shutts-law.com

May 28, 2004

VIA FACSIMILE 407-665-5789 AND U.S. MAIL

Jerry McCollum, P.E.  
Seminole County Project Engineer  
Reflections Plaza  
520 W. Lake Mary Blvd., Suite 200  
Sanford, FL 32773

**Re: Reimbursement for Closing Swale at NW Oregon PUD**

Dear Jerry:

Thank you for speaking to Ken Wright and me yesterday regarding the reimbursement by Seminole County for Pulte's work in closing the swale along S.R. 46 in conjunction with the NW Oregon PUD project.

As we have discussed, the total cost for this project was \$179,000. Because Pulte received a benefit of not installing the trail along its frontage (\$41,000), and received contributions from Sonic (\$25,000) and NW Oregon Ltd. (\$50,000), the balance is \$63,000. You had reviewed the cost estimates provided by Donald McIntosh & Associates and we discussed at length whether two of the stormwater pipes would have been necessary had the County performed the work as required in the Development Order. The upsizing of those two pipes cost \$13,736. We agreed that dividing that cost evenly (at \$6,868 each) would be a fair approach.

Therefore, on behalf of Pulte Home Corporation, Pulte would accept a check written from Seminole County to Pulte in the amount of \$56,152.05 (including the \$49,284.05 you originally offered plus \$6,868). We would like this matter to be placed on the July 13, 2004 Board of County Commissioners Agenda. Please let me know if you need additional supporting documentation. Ken Wright and I will be glad to meet with the Commissioners to explain these issues in greater detail prior to the Board of County Commission Meeting. We appreciate your courtesies and cooperation in this matter.

ORLDOCS 10245279 1

300 SOUTH ORANGE AVENUE, SUITE 1000 • P.O. BOX 4956 • ORLANDO, FLORIDA 32802-4956 • TELEPHONE (407) 423-3200 • FACSIMILE (407) 425-8316

MIAMI

FORT LAUDERDALE

WEST PALM BEACH

ORLANDO

TALLAHASSEE

AMSTERDAM

LONDON

Jerry McCollum  
May 28, 2004  
Page 2

If you have any questions, please do not hesitate to contact me.

Very truly yours,

SHUTTS & BOWEN LLP



Meredith H. Pickens

MHP/bjf

cc: Nick Sartori and Doug Puvogel (via fax 407-447-9601)  
Kirby White (via fax 407-644-8318)  
Kenneth Wright, Esq.