




**Interoffice Memorandum**

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

BCC Mtg. Date: September 20, 2016

September 1, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

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

**CONTACT PERSON: Mark V. Massaro, P.E., Director  
Public Works Department**

**PHONE NUMBER: (407) 836-7970**

**SUBJ: Pointe at Hunter's Creek Tract H&I Retention Pond-Hunter's Creek  
Community Association Use Agreement**

On May 24, 2016 at the MSBU public hearing for retention pond maintenance, staff made a presentation addressing the establishment of an MSBU and the transfer of Tract H and I to the Hunter's Creek Community Association, Inc. for ownership and operation.

Knowing that the transfer process would take time to complete, the MSBU was established with conditions. In order for the Hunter's Creek Community Association to assume maintenance responsibilities for mowing and spraying prior to the transfer, a Use Agreement had to be executed by October 1, 2016. Attached for approval is the Use Agreement between Orange County and the Hunter's Creek Community Association.

The County's Attorney's office and Risk Management Division have reviewed the agreement and find them acceptable.

**Action Requested: Approval and execution of Use Agreement between Hunter's Creek  
Community Association, Inc. and Orange County, Florida for the  
maintenance of Tract H and I within the Pointe of Hunter's Creek  
Subdivision. District 1.**

MVM/wsv

**USE AGREEMENT BETWEEN**  
**HUNTER'S CREEK COMMUNITY ASSOCIATION, INC. AND ORANGE COUNTY,**  
**FLORIDA**

THIS AGREEMENT (the "Agreement") is entered into by and between Hunter's Creek Community Association, Inc. , a Florida not-for-profit corporation (the "Master Association"), with a mailing address at 14101 Town Loop Boulevard, Orlando, FL 32837 and Orange County, a charter county and political subdivision of the State of Florida (the "County"), with a mailing address at P.O. Box 1393, Orlando, FL 32802-1393.

**RECITALS**

WHEREAS, a single-family residential project on a certain parcel of real property known as the "Pointe at Hunter's Creek" (the "Property"), has been constructed and is located in the unincorporated area of Orange County; and

WHEREAS, the Property has been annexed into Hunter's Creek subdivision pursuant to that certain Supplemental Declaration of Master Covenants, Conditions and Restrictions of Hunter's Creek dated January 23, 2015 entered into between the Master Association and JTD Land at Kailey's Ridge, LLC ("Supplemental Declaration") and recorded in Book 10886 Page 8319 Public Records of Orange County; and

WHEREAS, Master Association, has been formed to assure the perpetual and continuous maintenance and operation of certain common areas located within Hunter's Creek including the Property; and

WHEREAS, certain storm water tracts located within the Property were dedicated to the perpetual use of the public and identified as Tracts “H” and “I” (collectively, the “Storm Water Tracts”) as reflected in in the Public Records of Orange County, Florida and recorded in Plat Book 84 Page 78; and

WHEREAS, on May 24, 2016, the County adopted a resolution (“MSBU Resolution”) establishing a Municipal Service Benefit Unit (“MSBU”) for maintenance of the Storm Water Tracts which resolution is attached hereto as Exhibit “A”; and

WHEREAS, Master Association has requested that ownership, responsibility and control of the Storm Water Tracts be transferred to Master Association and, prior to such transfer, desires to obtain a Right-of-Way Utilization Permit (the “Permit”) from County, whereby Master Association will be allowed to maintain and operate the ponds (“Improvements”) within the Storm Water Tracts; and

WHEREAS, County requires that Master Association undertake certain commitments and covenants with respect to the Storm Water Tracts and Improvements.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION PERMIT.** Any Permit issued by County to Master Association shall be subject to the terms of this Agreement. Master

Association shall not, while maintaining or operating any or all of the Improvements, damage or modify any portion of the Storm Water Tracts without prior written approval by County and County's prior written approval of a plan to restore the Storm Water Tracts. The issuance of the Permit shall not give or grant to Master Association any ownership rights to any portion of the Storm Water Tracts.

3. **COORDINATION.** As soon as practical after this Agreement is signed, Master Association shall meet with County by contacting the Manager of the Orange County Storm Water Management Division at 4200 South John Young Parkway, Building 1, Orlando, FL 32839, and/or by calling the division at 407- 836-7990 and mutually agree as to those actions and tasks which will be undertaken on the Storm Water Tracts by Master Association. No substantial additional actions or tasks will be undertaken by Master Association without first obtaining prior approval from such Storm Water Management Division Manager. Any action, structure, item, modification, installation, or clearing that, in County's sole opinion, may impede the functional operation of planned, proposed, or existing underdrains shall not be permitted under this Agreement. The Improvements shall be maintained in such a manner as will not interfere with the use of the Storm Water Tracts by the public nor create a safety hazard on such Storm Water Tracts. If County determines that any change(s) made by Master Association may present a safety hazard, then Master Association, at its sole expense and at no cost to County, shall relocate or remove

such change(s) in such a manner as to eliminate the hazard, to the satisfaction of County.

4. **ADDITIONAL PROVISIONS.** No additional trees, irrigation lines, bushes, plants, benches, litter receptacles, utilities, or any other items or structures shall be permitted within the Storm Water Tracts. Any damage to the Storm Water Tracts resulting from the maintenance of the Improvement(s) shall be corrected by Master Association within seven (7) days, including but not limited to ruts caused by mowing equipment or scalping of the berm or slopes. Master Association will be responsible for mowing and spraying maintenance of the Storm Water Tracts and Improvements. County will be responsible for operational functioning of the Improvements during the term of this Agreement. Master Association and County acknowledge that coordination between the parties is essential.
5. **TERMINATION UPON TRANSFER OF STORM WATER TRACTS.** Pursuant to the terms of the MSBU Resolution, initial MSBU assessment proceeds collected commencing November 1, 2016, are to be placed into a County escrow account and such proceeds will be paid to the Master Association and the MSBU will terminate if the Storm Water Tracts are transferred to the Master Association on or before May 1, 2017. This Agreement shall also terminate when and if the following shall have occurred on or before May 1, 2017:
  - a. the Board of County Commissioners shall have approved a change to

the preliminary subdivision plan for the Property which change shall eliminate the requirement that the Storm Water Tracts be owned and maintained by the County;

- b. The Master Association shall have caused to be recorded in the Public Records of Orange County such revisions to the plat for the Property (or such other legal instrument or instruments as shall be satisfactory to the County in its sole discretion) that shall demonstrate that the County shall have no interest in, nor responsibility for, the Storm Water Tracts or Improvements and that the Master Association has assumed all such ownership interest in and responsibility for such Storm Water Tracts. However such Tracts shall be subject to a right of emergency access on the part of the County; and
- c. the Master Association shall have caused to be recorded in the Public Records of Orange County an amendment or revision to the Supplemental Declaration to reflect that ownership, maintenance and operation of the Storm Water Tracts are the sole responsibility of the Master Association and not the County.

- 6. **INDEMNIFICATION**. To the fullest extent permitted by law, Master Association shall defend, indemnify, and hold harmless County from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising

out of, or resulting from, the performance of their operations under this Agreement. Master Association shall defend, indemnify, and hold harmless County (and any governmental body or utility authority properly using the Storm Water Tracts) from and against all expenses, costs, or claims for any damages to landscaping or modifications installed by Master Association which may result from the proper use of the Storm Water Tracts by County or other governmental body or authority due to necessary maintenance, construction, installation, or other proper use within the Storm Water Tracts.

7. **INSURANCE.** Throughout the duration of this Agreement, including the initial period and any extensions thereto, Master Association shall obtain and possess:
  - a) Commercial General Liability coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000 Combined Single Limits (CSL) or its equivalent per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit;

b) Workers' Compensation coverage for all employees with statutory workers' compensation limits, and no less than \$100,000 for each incident of bodily injury or disease for Employers' Liability; and

c) Business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000 per accident. In the event Master Association does not own automobiles, Master Association shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy.

Prior to commencing operations under this Agreement, Master Association shall provide Certificates of Insurance to County to verify coverage. The name of the development, subdivision, or project in which the Improvement(s) are to be installed and the type and amount of coverage provided, shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name Orange County, Florida as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County.

Master Association shall require all contractors performing work within the County right-of-way to procure and maintain workers' compensation, commercial general



liability, business auto liability and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies.

8. **RECORDING**. This Agreement shall be recorded in the Public Records of Orange County, Florida within thirty (30) days of its execution. Promptly upon execution of this Agreement, Master Association shall pay to County an amount equal to the applicable cost of recording this Agreement in the Public Records of Orange County, Florida.
9. **COVENANTS RUNNING WITH THE LAND**. Unless terminated pursuant to Section 5 hereof, the provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the land, as the case may be, applicable to all of the Property described herein or any portion thereof. Furthermore, this Agreement shall be binding on all parties having any right, title, or interest in the Property described herein, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Master Association declares that the Property described in this Agreement and any portion thereof shall be held, sold, and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by County and its legal representatives, successors, and assigns.
10. **DURATION**. Unless terminate pursuant to Section 5 hereof, the provisions,

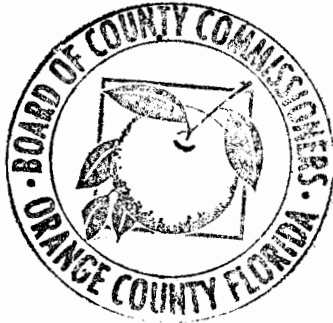
restrictions, and covenants of this Agreement shall run with and bind the land for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Orange County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions, and covenants is approved by a majority of the Orange County Board of County Commissioners and Master Association. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida. Notwithstanding any of the above provisions, County shall have the right to cancel this Agreement upon thirty (30) days prior written notice to Master Association or to all of the owners of said lots. No such cancellation shall be effective until a written instrument has been executed and acknowledged by the Board of County Commissioners and recorded in the Public Records of Orange County, Florida.

11. **AMENDMENT**. The provisions, restrictions, and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the Orange County Board of County Commissioners and Master Association. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida.

12. **COMPLIANCE WITH APPLICABLE LAWS.** Master Association shall comply with all applicable state laws and county ordinances, including the Orange County Right-of-Way Utilization Regulations.
13. **DISCLAIMER OF COUNTY RESPONSIBILITY.** Nothing contained herein shall create any obligation on the part of County to maintain or participate in the maintenance of the Improvement(s).
14. **EFFECTIVE DATE.** This Agreement shall take effect upon being recorded in the Public Records of Orange County, Florida.

[SIGNATURES ON FOLLOWING PAGES]

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



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs,  
for Orange County Mayor

Date: 9.20.16

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

By: *Craig A. Stopyra*  
for Deputy Clerk

HUNTER'S CREEK COMMUNITY ASSOCIATION, INC.

By: Rhonda Smith  
Print Name: RHONDA SMITH

Title: PRESIDENT

Date: 9/8/16

WITNESSES:

Michelle L. Coimet  
Print Name: Michelle L. Coimet

Denise L Sedon  
Print Name: Denise L Sedon

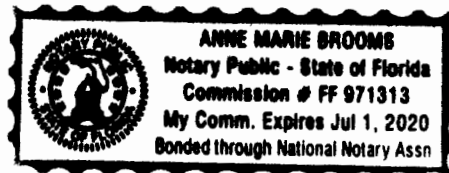
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Rhonda Smith of HCCA, who is known by me to be the person described herein and who executed the foregoing, this 8<sup>th</sup> day of September, 2016. S/he is personally known to me or has produced Personally Known as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 8<sup>th</sup> day of September, 2016.

Anne Marie Brooms  
Notary Public  
Print Name: Anne Marie Brooms

My Commission Expires: July 1, 2020



**EXHIBIT "A"**  
Municipal Service Benefit Unit Resolution  
For Maintenance of Storm Water Tracts  
(Attached)

BCC Mtg. Date: May 24, 2016

RESOLUTION  
OF THE  
BOARD OF COUNTY COMMISSIONERS  
ESTABLISHING A  
MUNICIPAL SERVICE BENEFIT UNIT  
FOR MAINTENANCE OF  
RETENTION PONDS  
IN

**Pointe at Hunter's Creek  
11/2016**

DOC# 20160302832  
06/13/2016 11:32:45 AM Page 1 of 4  
Rec Fee: \$35.50  
Martha O. Haynie, Comptroller  
Orange County, FL  
IO - Ret To: ORANGE COUNTY COMPTROLLER



WHEREAS, Section 125.01 (01) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem special assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County (hereinafter known as the "Board") is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, the County has received a request, in writing, from Craig C Harris, Manager (hereinafter known as the "Developer") of JTD Land Company, LLC for the establishment of such an MSBU in that portion of the unincorporated area of Orange County to be known as Pointe at Hunter's Creek subdivision and which is more fully described below; and

WHEREAS, the Board has determined that the establishment of an MSBU, the purpose of which is to provide for minimum maintenance of the county-dedicated retention ponds as requested by the Developer, together with the other information pertaining to the operation of the proposed MSBU submitted therewith, to be feasible, necessary to facilitate the services desired, and in the public interest, and that the properties within Pointe at Hunter's Creek subdivision will be benefited, now and in the future, and that the proposed MSBU should be created; and

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.

2. There is hereby established and created the **Pointe at Hunter's Creek 11/2016** MSBU, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes, the boundaries of which appear on the recorded plat of **Pointe at Hunter's Creek** subdivision, Plat Book **84**, Pages **78 through 83**, Section **36**, Township **24**, Range **28**, and Lots **1 through 134**, Public Records of Orange County, Florida. The purpose of such MSBU is to provide for collection and disbursement by the County of such funds as may be necessary for the payment of administrative costs and appropriate reserves for cash balance and the minimum maintenance services to be performed on the retention ponds located on Tract "H" and Tract "I" of **Pointe at Hunter's Creek** subdivision, which ponds have been dedicated to Orange County on the plat thereof and constructed in accordance with standards approved by the Orange County Public Works Division. The Developer understands that this MSBU is created solely for the purpose of maintaining the retention ponds located on Tract "H" and Tract "I" of Pointe at Hunter's Creek subdivision, and that no other ponds or infrastructure improvements located

RECORDING DEPARTMENT: RETURN TO FINANCE & ACCOUNTING SPECIAL ASSESSMENTS

within the Pointe at Hunter's Creek subdivision may be maintained, constructed, reconstructed, improved, or repaired with the non-ad valorem special assessments collected from this MSBU.

3. The County shall perform or cause to be performed minimum maintenance services in the retention pond areas, which maintenance shall be limited to mowing, weed control, mosquito control, maintenance and repair of the structural integrity of control devices, and periodic major repairs and improvements to the retention ponds. Such maintenance shall not include curb and paved roadway maintenance and repair, signage maintenance and repair, or maintenance of or replacement of landscaping improvements. The County may subcontract with any party for the performance of the maintenance services described herein.

4. Upon completion of construction of the retention ponds and the placement of those ponds into operation, the Board shall determine the estimated non-ad valorem special assessment amount required to pay the expense of maintaining and operating the retention ponds in the MSBU. This non-ad valorem special assessment is levied for the first time as of **November 1, 2016**, and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the non-ad valorem special assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenues generated by the non-ad valorem special assessments. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem special assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem special assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available and a cash reserve for periodic major repairs and improvements to the retention ponds. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such non-ad valorem special assessments have been collected. The estimated annual cost of operating, maintaining, and administering the MSBU, including the establishment and maintenance of an appropriate reserve for cash balance, is **\$10,318.00**, and the estimated annual non-ad valorem special assessment to each freeholder is **\$77.00**. Proceeds of collection of such non-ad valorem special assessments as provided hereinafter are to be put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

5. Special Condition - In the event that the Hunter's Creek Community Association, Inc.(HCCA) indicates a desire to have the retention ponds transferred to HCCA for maintenance, the initial yearly assessment proceeds shall be placed in a County escrow account. Should the HCCA complete all steps needed to accomplish such transfer on or before May 1, 2017, the escrow account balance will be paid to HCCA and this MSBU will terminate as of the transfer date. In the interim period that ends on or before May 1, 2017, HCCA must assume mowing and spraying maintenance responsibilities under a Use Agreement to be executed by October 1, 2016. Failure to meet this Special Condition shall render this paragraph as null and void.



6. Upon completion of construction of the retention ponds and the placement of those ponds into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be necessary to pay the estimated expense of the maintenance of the retention ponds and the administration of the MSBU. Such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount toward such maintenance. After the adoption of the non-ad valorem special assessment roll by the Board, the Property Appraiser shall extend the non-ad valorem special assessments upon the non-ad valorem special assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such non-ad valorem special assessments may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify said non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs of having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, Section 197.3632, Florida Statutes, shall be used.

7. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the non-ad valorem special assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector, as provided by Florida Law. If a contract is signed between a subcontractor for maintenance service and Orange County, the effective date of enactment of the contract will coincide with the receipt of the collection of the MSBU non-ad valorem special assessments.

8. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU non-ad valorem special assessments.

9. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07,

Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.

10. It is understood and agreed between the County and the Developer that (if applicable) as the Pointe at Hunter's Creek subdivision expands, the additional Additions, Phases, Sections, Units, and/or etc., as the case may be, may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration.

11. The Board of County Commissioners shall be the governing board of this Municipal Service Benefit Unit.

ADOPTED THIS \_\_\_\_\_ DAY OF MAY 24 2016, 2016

ORANGE COUNTY, FLORIDA

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

*Bob Lammarda*  
ORANGE COUNTY MAYOR  
*tu*



DATE: \_\_\_\_\_

*6.2.16*

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

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

*Jessica Vaupel*  
for DEPUTY CLERK