



**CITY COMMISSION AGENDA  
CITY HALL COMMISSION CHAMBERS  
300 W. Plant Street**

**REGULAR MEETING**

**JANUARY 12, 2012**

**6:30 P.M.**

**CALL TO ORDER**

Determination of a Quorum

Invocation and Pledge of Allegiance

**1. APPROVAL OF MINUTES**

Regular Meeting of December 8, 2011

Executive Session and Special Meeting of December 14, 2011

**2. PRESENTATION**

Request from Winter Garden Rotary to waive fees for using Tanner Hall and to allow beer and wine for the Evening at the Pops event

**3. FIRST READING OF PROPOSED ORDINANCES**

A. **Ordinance 11-37:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 40.29 +/- ACRES OF REAL PROPERTY GENERALLY LOCATED ON ROPER ROAD EAST OF DANIELS ROAD AND WEST OF BEULAH ROAD FROM CITY NZ TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 26, 2012** – Community Development Director Williams

B. **Ordinance 12-03:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 2, ARTICLE V, ELECTIONS; SECTION 2-251(b), GENERAL AND RUNOFF ELECTIONS; TO DETERMINE WHO IS IN THE RUN-OFF ELECTION IF THERE IS A TIE BETWEEN SECOND AND THIRD PLACING CANDIDATES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 26, 2012** – City Clerk Golden

C. **Ordinance 12-04:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.50 ± ACRES LOCATED AT THE NORTHWEST CORNER OF WEST COLONIAL DRIVE AND SOUTH DILLARD STREET INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 26, 2012** – Community Development Director Williams

D. **Ordinance 12-05:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.50 ± ACRES OF LAND LOCATED AT THE NORTH WEST CORNER OF WEST COLONIAL DRIVE AND SOUTH DILLARD STREET FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 26, 2012** – Community Development Director Williams

E. **Ordinance 12-06:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.50 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF WEST COLONIAL DRIVE AND SOUTH DILLARD STREET FROM ORANGE COUNTY C-1 COMMERCIAL DISTRICT TO CITY C-2 ATERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 26, 2012** – Community Development Director Williams

F. **Ordinance 12-07:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 37.8 +/- ACRES OF CERTAIN REAL PROPERTY

GENERALLY LOCATED ON THE SOUTH WEST CORNER OF THE INTERSECTION OF AVALON ROAD AND DAVENPORT ROAD AT 2911 AVALON ROAD, FROM CITY NZ TO CITY PUD; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Carriage Pointe Reserve PUD) - **with the second reading and public hearing being scheduled for January 26, 2012** – Community Development Director Williams

- G. **Ordinance 12-08:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION II AND SECTION IV OF ORDINANCE 05-26 OAKLAND PARK PUD; AMENDING THE LOT SIZE MIXTURE, PHASING AND AMENITY SCHEDULE AND ALLOWING FOR 35 ADDITIONAL DWELLING UNITS ON APPROXIMATELY 189.9 +/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF TILDENVILLE SCHOOL ROAD, SOUTH OF LAKE APOPKA, AND EAST OF THE TOWN OF OAKLAND; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR NON SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Oakland Park PUD) **with the second reading and public hearing being scheduled for January 26, 2012** – Community Development Director Williams

4. **SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

- A. **Ordinance 11-35:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 75.94 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF MARSH ROAD, EAST OF WILLIAMS ROAD AND WEST OF AVALON ROAD (CR 545) AT 16851 AND 17001 MARSH ROAD, FROM CITY NZ TO CITY PUD; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (Waterside on John's Lake PUD) (*to be postponed until February 9, 2012*) – Community Development Director Williams
- B. **Ordinance 11-39:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION IV OF ORDINANCE 03-50 PUD TO CONVERT TOWNHOMES TO SINGLE-FAMILY RESIDENCES ON APPROXIMATELY 19.24 +/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF AVALON ROAD AND MARSH ROAD; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Avalon Reserve Village 1 PUD) - Community Development Director Williams
- C. **Ordinance 12-01:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION I AND SECTION II OF ORDINANCE 04-34 TUCKER PROPERTY PUD TO CONVERT TRIPLEX CONDOMINIUMS TO TWO-UNIT TOWNHOMES ON APPROXIMATELY 13.29 +/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF FLORIDA'S TURNPIKE AND SOUTH OF WEST COLONIAL DRIVE ON SCARLET OAK LOOP; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Tucker Oaks PUD) - Community Development Director Williams
- D. **Ordinance 12-02:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ARTICLE V OF CHAPTER 118 OF THE WINTER GARDEN CODE OF ORDINANCES ENTITLED "PLANNED UNIT DEVELOPMENTS" CREATING URBAN VILLAGE PLANNED UNIT DEVELOPMENTS; PROVIDING REQUIREMENTS FOR MIXTURE OF USES AND URBAN DEVELOPMENT CRITERIA FOR ALL PROPOSED PLANNED DEVELOPMENT PROJECTS IN THE URBAN VILLAGE PLANNED UNIT DEVELOPMENT ZONING DISTRICT; CLARIFYING, UPDATING, AND REMOVING REDUNDANT LANGUAGE FOR RESIDENTIAL PLANNED UNIT DEVELOPMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (*to be postponed until January 26, 2012*)- Community Development Director Williams

5. **REGULAR BUSINESS**

- A. Recommendation to approve the final plat for Villas at Tucker Oaks - Community Development Director Williams
- B. Recommendation to approve site plan, with conditions, for 1103 Crown Park Circle owned by Boyd Consulting, Inc. for an office/warehouse building by Precision Contracting Services - Community Development Director Williams
- C. Recommendation to approve site plan for 12801 W. Colonial Drive owned by Sigma Delta Investments, Inc. for a convenience store - Community Development Director Williams
- D. Recommendation to authorize the City Manager to enter into and transmit an agreement with the Florida Communities Trust for the Tucker Ranch Heritage Park property to

receive \$840,252.00 reimbursement from Florida Forever funding - Community Development Director Williams

- E. Recommendation to approve **Resolution 12-01** and utility work agreement with the Florida Department of Transportation for relocating city owned utilities on State Road 50 west of Avalon Road - Public Services Director Cochran
- F. Recommendation to approve entering into an agreement with St. Johns River Water Management District for the Water Conservation Cost Share Program - Public Services Director Cochran
- G. Recommendation to approve request for qualification rankings and material testing, and authorize staff to negotiate contracts for professional services agreements for geotechnical and materials testing with Ardaman and Associates, Universal Engineering Sciences, Tri-County Testing, PSI and Elipsis – Public Services Director Cochran
- H. Recommendation to extend the annual services agreement with Quality Vaults for opening and closing of cemetery spaces – Public Services Director Cochran
- I. Recommendation to approve bids and award contract to Schuller Contractors, Inc. for the Southwest Reuse Expansion Project with a ten percent contingency for a total of \$2,094,250.40 - – Public Services Director Cochran
- J. Appointment of the fifth trustee on the Police Officer and Firefighter Pension Board – City Clerk Golden
- K. Request approval to sell beer February 4, 2012, during the chili cook-off fundraiser to benefit the American Cancer Society – Community Relations Manager Vaughn

6. **MATTERS FROM CITIZENS** (*Limited to 3 minutes per speaker*)

7. **MATTERS FROM CITY ATTORNEY** – Kurt Ardaman

8. **MATTERS FROM CITY MANAGER** – Mike Bollhoefer

- A. Draft ordinance on park regulations
- B. Draft ordinance modifying pain clinic regulations
- C. Discussion on ownership of Windtree Lane
- D. Review design for sun shelters at splash fountain

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

**ADJOURN** to a Regular Meeting on January 26, 2012 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

**NOTICE:** In accordance with Florida Statutes 286.0105, if any person decides to appeal any decision made by said body with respect to any matter considered at such meeting, he/she will need a record of the proceedings and, for that purpose, he/she 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. The City of Winter Garden does not prepare or provide such record.

	<p>Those needing assistance to participate in any of these proceedings should contact the City Clerk's Office at least 48 hours in advance of the meeting (407) 656-4111 x2254.</p>		<p>Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Director.</p>
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# CITY OF WINTER GARDEN

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## CITY COMMISSION AND COMMUNITY REDEVELOPEMENT AGENCY MEETING MINUTES

December 8, 2011

A **REGULAR MEETING** of the Winter Garden City Commission was called to order by Mayor Rees at 6:30 p.m. at City Hall, 300 West Plant Street, Winter Garden, Florida. The invocation and Pledge of Allegiance were given.

**Present:** Mayor John Rees, Commissioners Harold L. Boulter, Bob Buchanan, Kent Makin and Colin Sharman

**Also Present:** City Manager Mike Bollhoefer, City Attorney Kurt Ardaman, Assistant City Clerk Angee Grimmage, Community Development Director Ed Williams, Public Services Director Don Cochran, Finance Director Robin Hayes, Human Resources Director Frank Gilbert, Deputy Police Chief Bill Sullivan, Fire Chief John Williamson, Building Official Skip Lukert, Parks and Recreation Director Jay Conn, Information Technology Director Bob Reilly, and Economic Development Director Tanja Gerhartz

1. **APPROVAL OF MINUTES**

**Motion by Commissioner Boulter to approve executive session and regular meeting minutes of November 10, 2011 as submitted. Seconded by Commissioner Sharman and carried unanimously 5-0.**

2. **OATHS OF OFFICE AND INTRODUCTION OF NEW POLICE OFFICERS**

Deputy Police Chief Sullivan administered the oaths of office and introduced police officers David Clarke and Joshua Earley.

3. **PRESENTATION**

Mayor Rees presented Certificates of Completion to City Commissioner Kent Makin for attending the Institute and Advanced Institute for Elected Municipal Officials.

4. **FIRST READING OF PROPOSED ORDINANCES**

A. **Ordinance 11-39:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION IV OF ORDINANCE 03-50 PUD TO CONVERT TOWNHOMES TO SINGLE-FAMILY RESIDENCES ON APPROXIMATELY 19.24 +/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF AVALON ROAD AND MARSH ROAD; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (Avalon Reserve Village 1 PUD)

City Attorney Ardaman read Ordinance 11-39 by title only. Community Development Director Williams stated that staff and the Planning and Zoning Board recommend

approval subject to the conditions. This item changes a portion of the planned development from 150 townhome units to 66 single family residential units.

**Motion by Commissioner Buchanan to approve Ordinance 11-39 with the second reading and public hearing being scheduled for January 12, 2012. Seconded by Commissioner Makin and carried unanimously 5-0.**

- B. **Ordinance 12-01:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION I AND SECTION II OF ORDINANCE 04-34 TUCKER PROPERTY PUD TO CONVERT TRIPLEX CONDOMINIUMS TO TWO-UNIT TOWNHOMES ON APPROXIMATELY 13.29 +/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF FLORIDA'S TURNPIKE AND SOUTH OF WEST COLONIAL DRIVE ON SCARLET OAK LOOP; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (Tucker Oaks PUD)

City Attorney Ardaman read Ordinance 12-01 by title only. Community Development Director Williams stated that this item is also a reduction from the approved number of units from 390 to 345. The development has existing triplex units that will be reduced by 45 duplex units, which will be in a townhouse structure. The total units will be 345 consisting of 255 triplex units and 90 duplex units. Staff and the Planning and Zoning Board recommend approval.

Commissioner Makin asked if the redesign of the development is consistent with the current architectural design. Mr. Williams replied yes and noted that it has been reviewed by the residents in the area and it fits in very well.

**Motion by Commissioner Buchanan to approve Ordinance 12-01 with the second reading and public hearing being scheduled for January 12, 2012. Seconded by Commissioner Sharman and carried unanimously 5-0.**

5. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCE**

- A. **Ordinance 12-02:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ARTICLE V OF CHAPTER 118 OF THE WINTER GARDEN CODE OF ORDINANCES ENTITLED "PLANNED UNIT DEVELOPMENTS" CREATING URBAN VILLAGE PLANNED UNIT DEVELOPMENTS; PROVIDING REQUIREMENTS FOR MIXTURE OF USES AND URBAN DEVELOPMENT CRITERIA FOR ALL PROPOSED PLANNED DEVELOPMENT PROJECTS IN THE URBAN VILLAGE PLANNED UNIT DEVELOPMENT ZONING DISTRICT; CLARIFYING, UPDATING, AND REMOVING REDUNDANT LANGUAGE FOR RESIDENTIAL PLANNED UNIT DEVELOPMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 12-02 by title only. Community Development Director Williams stated that when the City adopted its comprehensive plan it created an urban village area in the Marsh Road and Avalon area. One of the policies in the plan directed staff to prepare an amendment to the planned development district to put in criteria to guide development within that area. Mr. Williams stated that staff has brought that criteria to the City Commission tonight and it is very similar to the discussion that the City Commission had a few weeks ago on the project in that area. Many of the properties will not be large enough to have their own commercial core or village; when they do not, this requires that they have pedestrian and vehicular connections to that village so that it develops as one unified area.

Mr. Williams stated that the guidelines also call for traffic calming devices which are appropriate on Marsh Road to discourage through traffic yet still handle the traffic being generated by the development in that area.

Mr. Williams stated that an additional guideline that is important is that this area is covered by the Wekiva Protection Act. Staff recognizes that in some areas of the development there may be conflicts between the urban village and the resource protection requirements of the Wekiva Protection Act. When there is that conflict, the environment will be given more weight than the urban village.

Mr. Williams stated that staff and the Planning and Zoning Board recommend approval of this ordinance.

Commissioner Buchanan asked for clarification on the traffic calming devices.

Mr. Williams responded that the first one being instituted in that area is the traffic circle, which will slow traffic down but still allow for the flow of traffic and discourage the through traffic from Lake County. Other calming devices could be speed bumps, which are not anticipated, but could be internal to some projects and signalization is also a good method.

City Manager Bollhoefer stated that at one point, Lake County had talked about building four to six lanes thereby putting all of their traffic along Marsh Road through Winter Garden, which would change the nature of our neighborhoods. Staff decided at that point to change the style of Marsh Road to make it more of a local road to benefit the neighborhoods in Winter Garden and not provide a thorough way for Lake County.

Commissioner Buchanan voiced his concerns about adding the round-a-bouts and causing difficulty for people who will still try to use it and clog up traffic for the local people.

City Manager Bollhoefer responded that staff does not believe that this will happen but the round-a-bouts are to be designed to give them the advantage. If it does cause problems, then staff will come in with signalization to ensure our residents will always

have a way to get out onto the road. This is one of the reasons for the connectivity between neighborhoods.

Mr. Williams added that a lot of the through traffic has been made worse by the construction on State Road 50. There was discussion on when the work on State Road 50 would be completed and the complications that having this road torn up could cause.

Commissioner Makin voiced his concerns about the sand trucks and those types of vehicles possibly having difficulty using Marsh Road with round-a-bouts installed.

Mr. Williams stated that they are designed so trucks can use them and trucks typically would try and avoid these types of roads and find an alternative route. City Manager Bollhoefer stated that this would actually make them drive slower and force them to be safer.

Commissioner Buchanan asked who owns Marsh Road. City Manager Bollhoefer replied that the City owns Marsh Road to the Lake County line.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

**Motion by Commissioner Sharman to approve Ordinance 12-02 with the second reading and public hearing being scheduled for July 12, 2012** *(Transcriber note: This date was changed to January 12, 2012 during a special meeting on December 14, 2011).*  
**Seconded by Commissioner Boulter and carried unanimously 5-0.**

6. **SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

- A. **Ordinance 11-36:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 7.497 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE NORTHWEST CORNER OF ROPER ROAD AND DANIELS ROAD, FROM CITY R-1 TO CITY PUD; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Serenades by Sonata PUD)

City Attorney Ardaman read Ordinance 11-36 by title only. Community Development Director Williams stated that this is the project Serenades of Sonata which was discussed at the last meeting. This is a memory care facility with the second phase to the north that limits the uses to memory care, nursing, independent living, assisted living, hospice and medical office. There was a community meeting with the residents in the area and they were supportive of the project due to its reduced traffic generation and the fact that it fits in with the residential character and that there is very little noise or adverse impacts with the property. He noted that this is a very attractive property and staff is happy with the architectural features. Staff and the Planning and Zoning Board recommend approval

subject to the conditions as noted within the report. Mr. Williams noted that the applicants gave a presentation at the last meeting and are available for any questions.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

**Motion by Commissioner Boulter to adopt Ordinance 11-36. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

- B. **Ordinance 11-38:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING AND REVISING CHAPTER 78, ARTICLE IV OF THE WINTER GARDEN CODE OF ORDINANCES PERTAINING TO UNIFORM REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS, INDUSTRIAL WASTE HANDLING, AND TREATMENT OF WASTEWATER IN ACCORDANCE WITH THE CLEAN WATER ACT AND RULE 62-625 OF THE FLORIDA ADMINISTRATIVE CODE AND OTHER APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 11-38 by title only. Public Services Director Cochran stated that this ordinance amends the City's sewer use ordinance in accordance with the requirements of the Florida Department of Environmental Protection.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

**Motion by Commissioner Boulter to adopt Ordinance 11-38. Seconded by Commissioner Makin and carried unanimously 5-0.**

## 7. **REGULAR BUSINESS**

- A. **Recommendation to grant the City Manager the authority to approve up to \$1,000.00 matching grants to install outdoor seating and decorative fencing on an as needed basis in the Historic Downtown District**

Economic Development Director Gerhartz stated that this item is being brought to the City Commission based on current conditions in the City's downtown area. There is a strong interest amongst downtown restaurants to have outdoor cafes and seating areas. Ms. Gerhartz stated that while outdoor seating helps with restaurant sales it is also good for downtown. It encourages a pedestrian friendly atmosphere and it adds to the charm of the City's downtown environment.

In an effort to encourage outdoor cafes that promote downtown activity and that ensure quality outdoor environments, City staff is recommending a program that will help offset the costs of fencing and ensure that such fencing is complimentary to the downtown. City Staff is recommending matching grants of up to \$1,000.00 from the general fund to

assist in offsetting the cost of decorative fencing within the downtown CRA District and giving the City Manager the authority to make these grants on an as needed basis.

Mayor Rees asked for clarification that in order for the applicant to receive the grant, they would have to meet the City's fencing requirements. Ms. Gerhartz responded yes.

Commissioner Makin asked about the type of designs and architectural requirements standards. City Manager Bollhoefer responded that the City will have examples and standards in place.

**Motion by Commissioner Buchanan to authorize the City Manager to approve up to \$1,000.00 in matching grants to install outdoor seating and decorative fencing in the Historic District. Seconded by Commissioner Sharman and carried unanimously 5-0.**

**B. Recommendation to approve a warehouse site plan for 756 Business Park Boulevard (Wingate Commercial Building)**

Community Development Director Williams stated this item is for a site plan that includes 6,555 square feet of office and 2,332 square feet of warehouse. The majority of this business park is built out and this is one of the vacant lots that is for a fiber optic installation company. Mr. Williams stated that with conditions, staff is recommending approval.

Commissioner Buchanan stated that he did not recall seeing any of the recommendations in the agenda packet.

Mr. Williams stated that the site plan has incorporated all of the conditions so there is not a need for a separate listing.

**Motion by Commissioner Sharman to approve the site plan for 756 Business Park Boulevard. Seconded by Commissioner Boulter and carried unanimously 5-0.**

*Dispense as the City Commission and convene as the Community Redevelopment Agency at 6:59 p.m.*

**Present:** Chairman John Rees, Members Harold L. Boulter, Bob Buchanan, Kent Makin, Colin Sharman and Larry Cappleman/CRAAB Chairman

**C. Approve and authorize the City Manager to execute an agreement for a Facade Matching Grant of \$20,000.00 each for 2 and 12 West Plant Street and 24 and 28 South Main Street owned by The Bond Foundation, Inc.**

CRA Advisory Board Chairman/CRA Member Larry Cappleman recognized Economic Development Director Gerhartz to present an overview of this item.

Ms. Gerhartz stated that before the board is a facade matching grant application for final approval. Several months back the Bond Foundation purchased and owns the subject buildings. As representative for The Bond Foundation, Mr. Derek Blakeslee was present.

Ms. Gerhartz stated that earlier this week the CRA Advisory Board recommended approval for a matching grant of \$20,000.00 for improvements at 2 and 12 West Plant Street and \$20,000.00 for improvements at 24 and 28 South Main Street. Exterior improvements that are eligible include new windows, new commercial store fronts, removal of the existing facade and the brick refurbishing of the original facade and a new hard canopy. Action is needed to approve and give authorization to the City Manager to enter into an agreement that allows grant disbursement to the owner.

CRA Advisory Board Chairman/CRA Member Larry Cappleman stated that the CRAAB did meet to hear the presentation from staff. When the original facade matching grant was established there was a provision that in the event that the total project exceeded \$500,000.00, there would be an opportunity for a \$20,000.00 matching grant. This project meets that criteria and the CRAAB unanimously voted to recommend that the CRA approve the matching grant for both locations.

**Motion by Member Larry Cappleman to approve and authorize the City Manager to execute an agreement for a Facade Matching Grant of \$20,000.00 each for 2 and 12 West Plant Street and 24 and 28 South Main Street owned by The Bond Foundation, Inc. Seconded by Member Sharman. Motion carried unanimously 6-0.**

*Adjourned as the Community Redevelopment Agency and reconvened as the City Commission at 7:03 p.m.*

8. **MATTERS FROM CITIZENS** - There were no items.

9. **MATTERS FROM CITY ATTORNEY**

**City Attorney Ardaman** stated that he has two items and has distributed a packet of information. The first item deals with the property on Plant Street and Main Street. The museum depot property is owned by the City and occupied by the Winter Garden Heritage Foundation (WGHF). Just to the east of the depot property is property owned by the Baptist Church. The WGHF has entered into a contract to purchase that property from the church. There is an existing easement between the two properties that provides for cross parking. In the easement agreement there is a provision for right of first refusal so whenever the church or the City gets ready to sell their property the other party has the right of first refusal to buy the property.

The WGHF has come to the City about them buying the piece east of the church's property and is asking the City to give up its right of first refusal to buy that property so the WGHF can go forward with purchasing the property for what he thinks is \$99,000.00.

Mr. Ardaman stated that the question is whether the City is willing to allow the WGHF to buy the church's property or does the City want to preempt WGHF and say we want to buy the property for the \$99,000.00. If the City does not want to make the purchase, then the City should tell the WGHF and the church that we do not wish to exercise our right and let them go forward with their purchase.

Mr. Ardaman advised that the second question is if the City wants to allow them to go forward, does the City want the easement agreement and the continuing right of first refusal for future buyers to remain in place.

Mr. Ardaman stated that he has had some discussion with the WGHF representation, Mr. Ron Sikes, and the WGHF would prefer that the City release its right of first refusal and do away with the easement agreement, and future rights of first refusal. Mr. Ardaman noted that his thought is that the City Commission would want to retain its rights with respect to the easement agreement and future rights of first refusal because the City can always give up the right later. He noted that he understands the WGHF intends to build a building on the parcel they are buying from the church, and at that time the City could opt to give up the right and release it if they so chose.

**City Manager Bollhoefer** asked City Attorney Ardaman to clarify that the primary reason the City would maintain the easement and right of first refusal is just in case they were to sell to someone else to protect the City's property. **Mr. Ardaman** responded yes; if the City does not keep its right of first refusal in place and the WGHF wishes to sell to someone else, then the City has no right to step in and buy it.

**Mayor Rees** stated that he has no objection to giving up the City's right for the WGHF to sign a contract with the First Baptist Church (FBC). Mayor Rees stated that he would like to hear from Mr. Sikes as to why they think it is important for the City to give up their rights.

**Ron Sikes**, WGHF representative, stated that the issue is one that cuts both ways and it provides the same restriction on the City should the City wish to sell the Depo property in the future. However the City decides is fine with the WGHF provided there is a yes to the first question. The thought is that anytime there is a sale of real estate with restrictions on it, such as right of first refusal; it has a chilling effect upon the marketability of the property. He noted that the WGHF wanted a decision rather than not dealing with the issue.

**City Manager Bollhoefer** noted that the City is not allowed to sell the museum. When this property is no longer used as a museum, it reverts back to the Orange County Historical Society.

**Commissioner Buchanan** asked if there was any reason a decision had to be made tonight. **Mr. Sikes** responded, not on whether to continue to have the mutual right of first refusal or the mutual easement, other than while they are recording the documents they should either affirm that the agreement exists or do away with it. The waiver of the right of first refusal is

needed for this transaction to allow the WGHF to close on their purchase to the First Baptist Church.

**Commissioner Buchanan** expressed his concerns with not having sufficient time to review this issue which was only just presented tonight. **Mr. Sikes** explained that the title work was received after they had entered into the contract. As a part of reviewing the title work they realized that this was an issue and that prompted a call to the City Attorney.

Mr. Sikes explained the terms of the purchase and stated that the City has the right to step in and purchase the property at the same terms. He explained that they are scheduled to close on the purchase Thursday of next week. Their purpose for buying the property is so they can build the History Center to hold their archives, have offices, and to have a facility for field trips and other community meetings that would be more suitable than what they have right now behind the building where the Railroad Museum is on South Boyd.

**Commissioner Buchanan** asked if they build in that parking lot what will it do for the easement and the ability to drive through. He expressed his concern that there have been no plans for the City Commission to review and if there is something that has to be done he suggests that the City buy it and then decide. **City Manager Bollhoefer** explained that this was initially a transaction between two other parties that did not involve the City, which is why it wasn't brought to the City Commission.

**Commissioner Makin** asked about the kind of building the WGHF wanted to build. **Mr. Sikes** responded probably a two-story building because the footprint would have to be maintained in a way that would not impede parking ingress and egress from behind the building.

**Commissioner Sharman** noted that the site plan would have to come back before the City Commission for approval. **Commissioner Buchanan** stated that he thinks the City has 60 days after First Right of Refusal and in his mind nothing has to be decided tonight. He stated that he would like to have the Heritage Museum have the site, but he would like to see more information on what is going to happen to it before the City just automatically gives it away.

**Mr. Sikes** stated that he does not know if the WGHF can tell the City Commission tonight or even in 60 days exactly what is going to be done. The WGHF has just selected a building committee to start developing the program requirements for the building and the design. He noted that anything they build there will go through an extensive review process with the City.

**Mayor Rees** stated that the question tonight is; does the City have any intention or need to purchase the church's property. **Commissioner Buchanan** responded that the City Commission could make a decision in 60 days.

**Mayor Rees** noted that he has had an opportunity to think about this from the private side and felt that this is property that if the WGHF purchased, then the City would not have to make the purchase. He noted that the City has enough restrictions to get the type of structure we will all be happy with.

**Commissioner Sharman** expressed that he feels the City needs to keep their long term rights by keeping its first right of refusal. He suggested the City Commission approve the sale and let them work on the rest of it. The WGHF can then come back with a site plan and the City can then review it. What can happen is if the Commission doesn't approve it, the WGHF may want to sell it and the first right of refusal would come back to the City. **Commissioner Buchanan** agreed and voiced his concerns about making quick decisions on any item at the last minute.

**Motion by Commissioner Sharman to approve the Release of the Right of First Refusal to the Winter Garden Heritage Foundation for the pending sale and keep the easement agreement and Right of First Refusal for future sales. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

- **Rescheduling of the Executive Session**

City Attorney Ardaman apologized for the cancelled closed executive session this evening and stated that the documents needed had not been finalized with the plaintiff. He expects this to be done by next Thursday and asked if the City Commission would be available for a 5:30 p.m. closed executive session one week from today.

It was the **consensus** of the City Commission to meet for an executive closed session next week at 5:30 p.m. with the actual date to be determined.

10. **MATTERS FROM CITY MANAGER**

A. **Presentation on City survey** (*This item was discussed later in the meeting.*)

B. **Discussion on resolution regarding smoking in parks**

City Manager Bollhoefer stated that Dick Batchelor has been working on a campaign in Central Florida to get governmental agencies to support legislation that would give local government home rule authority to pass legislation that would prevent people from smoking in public parks. He distributed a sample ordinance for the City Commission to review.

A. **Presentation on City survey**

City Manager Bollhoefer presented a PowerPoint presentation that highlighted a recent City survey (*see attached Exhibit A*). He pointed out that under the custom questions our residents indicated that 59 percent are in favor of increasing traffic enforcement and 58 percent would be interested in one-day garbage pick-up if the savings were significant enough. Because the percentage is high enough, he will be bringing this matter back for

the City Commission to consider having a study done to find out what the savings would be for solid waste pick-up one day a week.

City Attorney Ardaman advised he would not be available for a Thursday executive session and asked the City Commission to tentatively set the Executive Closed Session for Wednesday at 5:30 p.m.

It was the **consensus** of the City Commission to meet for the executive closed session on Wednesday at 5:30 p.m.

11. **MATTERS FROM MAYOR AND COMMISSIONERS**

**Commissioner Makin** commended City staff for all the hard work they did over the weekend for the Light Up Winter Garden event on Friday night and the Christmas Parade on the following Saturday. He noted there was a great turnout of approximately 5,000 plus.

**Commissioner Buchanan** stated that he had a wonderful time at the Christmas Parade and noted that he had the opportunity to see the difference in both parades and noted the wonderful food afterwards. He also commended staff on a wonderful employee appreciation luncheon he attended at the Jessie Brock Center.

**Commissioner Bouler** stated that he mirrored the comments given by the other Commissioners and wondered what the City is doing to prepare for these events which seem to be expanding. City Manager Bollhoefer reassured him that staff is mindful of the increasing crowds and are working on an expanding for the growth.

**Commissioner Sharman** noted that there is some parking issues for these events.

**Mayor Rees** commended staff on the excellent job they do at having an event and cleaning up so quickly afterwards.

The meeting adjourned at 7:43 p.m.

APPROVED:

\_\_\_\_\_  
Mayor John Rees

ATTEST:

\_\_\_\_\_  
City Clerk Kathy Golden, CMC



# CITY OF WINTER GARDEN

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## CITY COMMISSION EXECUTIVE SESSION AND SPECIAL MEETING MINUTES

December 14, 2011

Mayor Rees called to order the noticed **EXECUTIVE SESSION** at 5:47 p.m. in Commission Chambers, 300 W. Plant Street, Winter Garden, Florida.

### Mayor and Commissioners Present:

John Rees                      District 5 Mayor/Commissioner  
Bob Buchanan                District 2 Commissioner  
Harold L. Boulter            District 3 Commissioner  
Kent Makin                    District 1 Commissioner

### Also Present:

Mike Bollhoefer              City Manager  
A. Kurt Ardaman              City Attorney  
Patrick M. DeLong            Special City Counsel  
Kathy Golden                 City Clerk  
Amy Godoy                     Court Reporter

### Absent:

Colin Sharman                District 4 Commissioner

Mayor Rees advised that City Attorney, A. Kurt Ardaman, has requested advice from the City Commission concerning litigation and to discuss settlement negotiations and strategy related to litigation expenditures.

City Attorney Ardaman announced that an attorney-client closed session regarding **Case #2011-CA-007041: DeWitt Excavating, Inc. v. City of Winter Garden** and **Case #2011-CA-01080: City of Winter Garden v. DeWitt Excavating, Inc.**, is about to begin and anticipates it will last one hour.

Mr. Ardaman announced that those attending the Executive Session will include those City Commission members indicated as present, City Manager Mike Bollhoefer, City Attorneys A. Kurt Ardaman and Daniel W. Langley of the law firm Fishback, Dominick, Bennett, Stepter, Ardaman, Ahlers & Langley LLP, Special City Counsel Patrick M. DeLong of the law firm Wicker Smith O'Hara McCoy & Ford P.A., and Court Reporter Amy Godoy.

The public meeting was recessed with all other persons, not otherwise stated, leaving the meeting and the Executive Attorney-Client Session commenced at 5:49 p.m.

At 6:19 p.m. Mayor Rees reconvened the public portion of the meeting and **adjourned** to a Special City Commission meeting scheduled immediately following the closed session.

### SPECIAL MEETING

Mayor Rees called to order the **SPECIAL MEETING** to order at 6:22 p.m. in Commission Chambers, 300 West Plant Street, Winter Garden, Florida.

**Present:** Mayor John Rees, Commissioners Harold L. Boulter, Bob Buchanan, and Kent Makin

**Absent:** Colin Sharman

**Also Present:**

City Manager Mike Bollhoefer, City Attorney Kurt Ardaman, and City Clerk Kathy Golden

1. **Discussion and potential action on proposed Settlement Agreement with DeWitt Excavating, Inc.**

City Attorney Ardaman stated that he has provided the City Commission with a copy of the proposed settlement agreement and mutual general release as executed by DeWitt Excavating, Inc. He stated that these documents contain two proposed stipulations for dismissal; one with a dismissal with prejudice which is the DeWitt Excavating, Inc. versus the City of Winter Garden Case #2011-CA-007041 and the other for dismissal is Case #2011-CA-01080: City of Winter Garden v. DeWitt Excavating, Inc.

Mr. Ardaman stated that the question for the City Commission is whether or not to approve the settlement agreement and mutual general release.

Mayor Rees opened this item for discussion. There being none, he called for the motion.

**Motion by Commissioner Buchanan to approve the proposed settlement agreement with DeWitt Excavating, Inc. contingent upon the City Manager first meeting with Prince Contracting. Seconded by Commissioner Makin and carried unanimously 4-0.**

• **Second Reading and Public Hearing Date Correction for Ordinance 12-02**

Mayor Rees stated that at the last City Commission regular meeting there was a motion made by Commissioner Sharman to schedule the public hearing for Ordinance 12-02, which creates the Urban Village designation. The date was mistakenly stated as July 12, 2012 when the correct date should have been January 12, 2012.

**Motion by Commissioner Buchanan to correct the public hearing date for Ordinance 12-02 from July 12, 2012 to January 12, 2012. Seconded by Commissioner Makin and carried unanimously 4-0.**

The meeting adjourned at 6:25 p.m.

APPROVED:

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Mayor John Rees

ATTEST:

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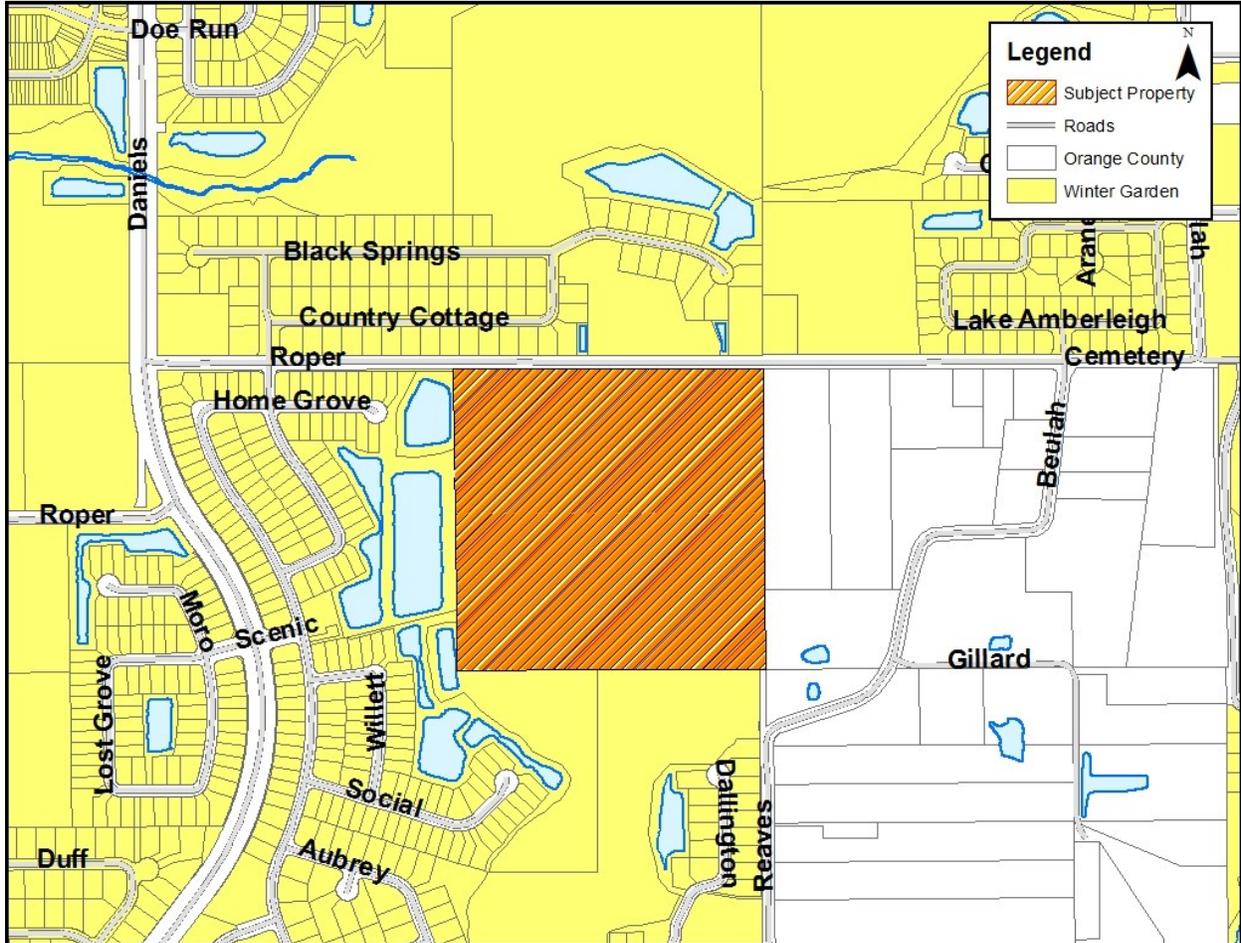
City Clerk Kathy Golden, CMC



# LOCATION MAP

Ordinance 11-37

13036 Roper Road  
(Grace Church)



ORDINANCE 11-37

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 40.29 +/- ACRES OF REAL PROPERTY GENERALLY LOCATED ON ROPER ROAD EAST OF DANIELS ROAD AND WEST OF BEULAH ROAD FROM CITY NZ TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner(s) of real property generally described as approximately 40.29± acres of certain real property generally located on Roper Road east of Daniels Road and west of Beulah Road, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), desire to rezone their property from the City NZ and the City's R-1 Single Family Residential District; and

**WHEREAS**, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the adoption of this Ordinance is consistent with the City of Winter Garden Comprehensive Plan, and the City of Winter Garden Code of Ordinances, therefore;

**BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION 1:** *Rezoning.* After due notice and public hearing, the zoning classification of certain real property legally described on Exhibit "A" attached hereto, is hereby rezoned from City NZ to City R-1 Single Family Residential District in the City of Winter Garden, Florida. Churches and other places of worship are permitted only as special exceptions in the R-1 Single Family Residential District.

**SECTION 2:** *Zoning Map.* The City Planner is hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

**SECTION 3:** *Non-Severability.* Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

**SECTION 4:** *Effective Date.* This Ordinance shall become effective upon adoption at its second reading.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_ January 12 , 2012.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_ January 26 , 2012.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
KATHY GOLDEN, City Clerk

**Exhibit "A"**

**Parcel ID # 35-22-27-0000-00-024**

The Northeast 1/4 of the Northeast 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida. Less the following:

Begin at the Northwest corner of Section 36, Township 22 South, Range 27 East, Orange County, Florida, thence run South  $00^{\circ} 23'14''$  East along the West line of the Northwest 1/4 of said Section 36, a distance of 30.00 feet; thence run North  $89^{\circ} 57'38''$  West, a distance of 1344.33 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida; thence run North  $00^{\circ} 32'11''$  West along said Northeast 1/4 of the Northeast 1/4 of Section 35, a distance of 30.00 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence run South  $89^{\circ} 57'38''$  East along the North line of aforesaid Northeast 1/4 of the Northeast 1/4 of Section 35, a distance of 1344.41 feet to the Point of Beginning.

# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 • (407) 656-4111

# STAFF REPORT

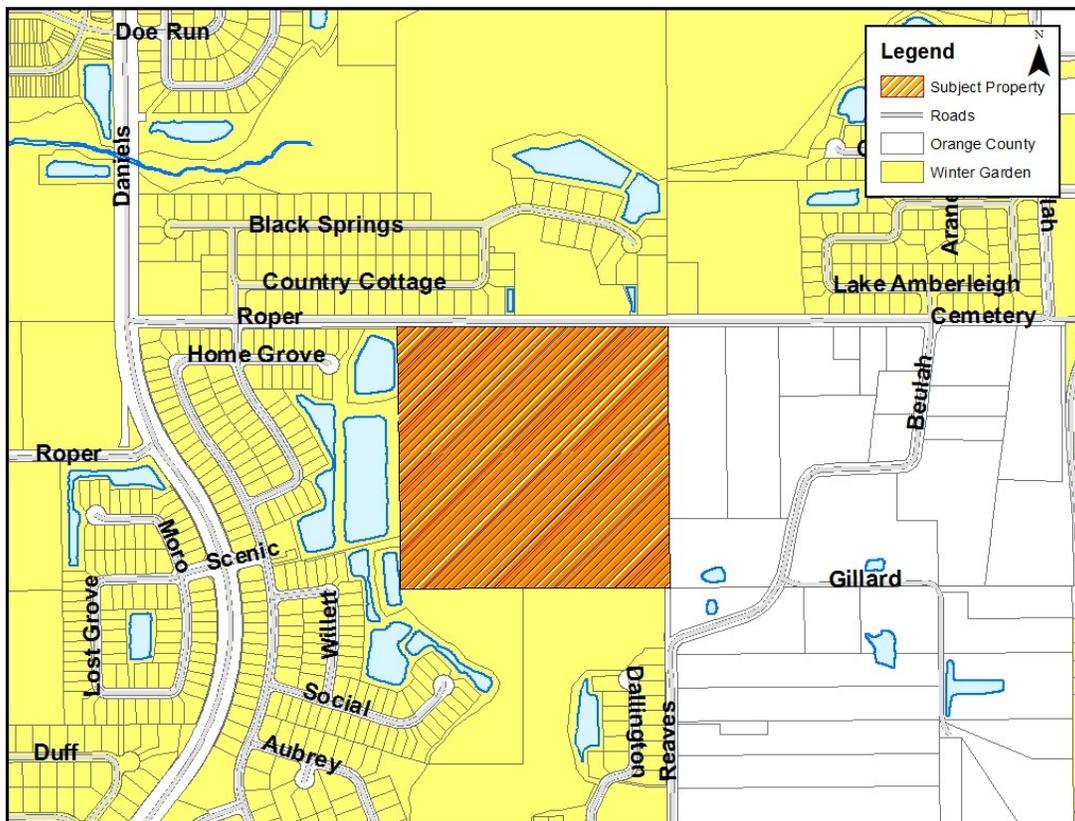
**TO:** PLANNING AND ZONING COMMITTEE  
**PREPARED BY:** LAURA SMITH, SENIOR PLANNER  
**DATE:** JANUARY 3, 2012  
**SUBJECT:** REZONING  
**13036 Roper Road (GRACE CHURCH)**  
**PARCEL ID # 35-22-27-0000-00-024**

**APPLICANT:** GRACE CHURCH OF ORLANDO, INC.

### INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property, generally located on the south side of Roper Road, east of Daniels Road and west of Beulah Road at 13036 Roper Road, is approximately 40.29± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to rezone 40.29± acres of unimproved vacant land which was annexed into the City of Winter Garden in October 2009 and assigned a Future Land Use Designation of LR (Low Density Residential) on the Future Land Use Map of the City's Comprehensive Plan in June 2010.

The subject property is made up of approximately 24.91 +/- acres of jurisdictional wetlands and contains several upland areas which encompass approximately 15.38 +/- acres.

The subject property is located within the City of Winter Garden municipal limits, and has not been assigned a zoning designation since annexation into the City.

#### **EXISTING USE**

The subject property is unimproved vacant land at this time.

#### **ADJACENT LAND USE AND ZONING**

The properties located to the north, south, and west of the subject property are developed residential subdivisions zoned PUD and R-1 within the City of Winter Garden. The properties located to the east of the subject property consist of a single family residence (A-1) located in Unincorporated Orange County and an agriculture use (A-1) Orange County owned property which is also located in Unincorporated Orange County.

#### **PROPOSED USE**

The applicant proposes to construct a 22,100 square foot church on the 40.29 +/- acre property. The R-1 zoning district does not allow for churches or other places of worship as permitted uses, however the R-1 zoning district does allow for churches and other places of worship as special exceptions. The applicant has submitted an application for a Special Exception Permit which is presently in review.

#### **PUBLIC FACILITY ANALYSIS**

The property does not have a point of transportation access at this time because it is unimproved vacant land. However, if the property is developed for a Church then access would be from Roper Road.

The property is not currently a water or sewer customer of the City of Winter Garden; however water and sewer are available along Roper Road. At such time that the property is developed and connection to City water and/or sewer is necessary the cost shall be borne by the property owner.

The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents including building permits. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

#### **SUMMARY**

City Staff recommend approval of the proposed Ordinance. Rezoning the subject property from City NZ to City R-1 is consistent with the City's Comprehensive Plan and surrounding property uses, and

the adjacent property owners should not be negatively impacted south and west side of the property are bordered by retention areas for the surrounding residential subdivisions and the east side of the property is bordered by land zoned for agricultural use in Orange County.

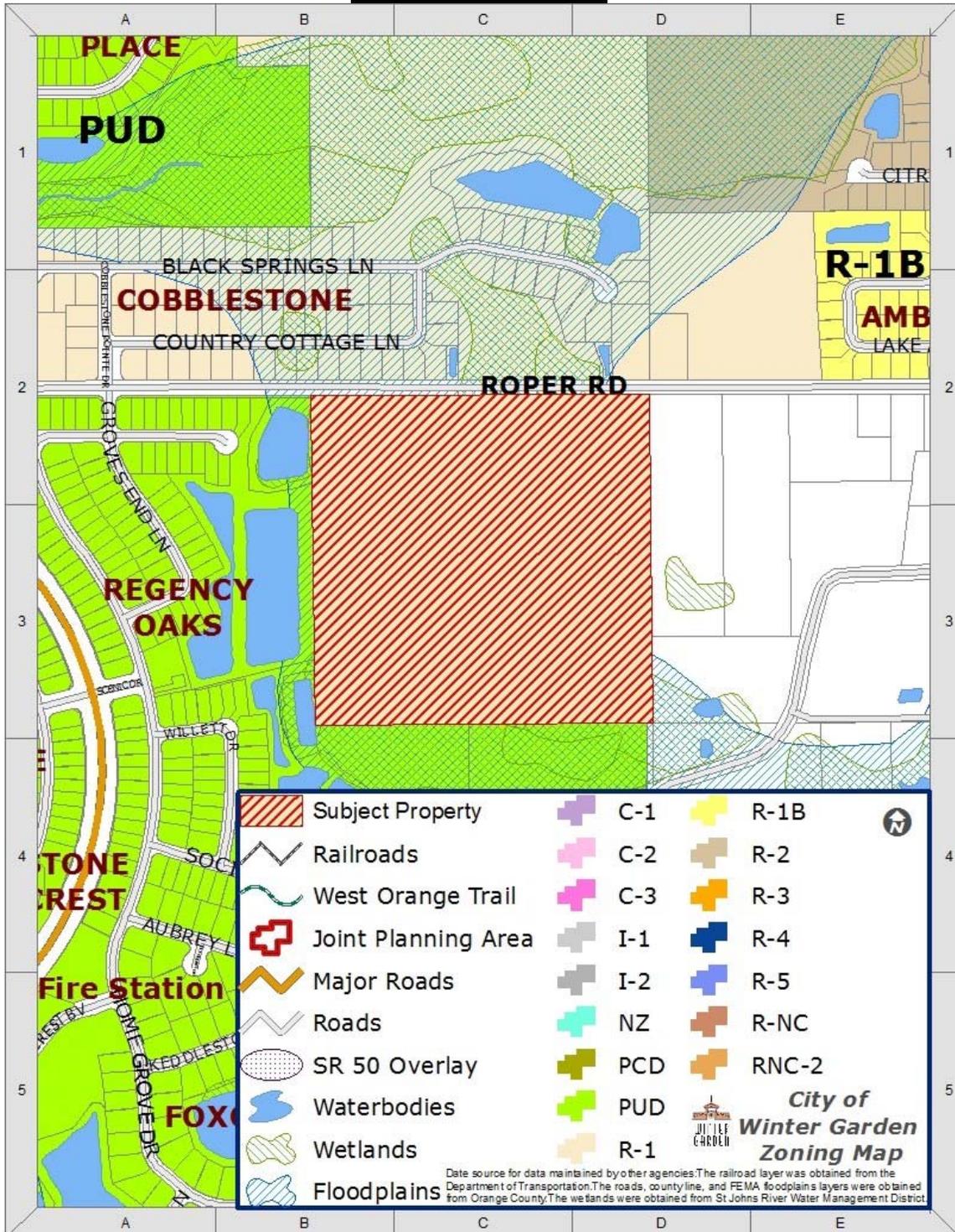
City Staff have coordinated with the applicant to ensure preservation of the jurisdictional wetland areas located on the subject property, and specified that any future development will be restricted to the greatest extent possible to preserve the wetlands.

**MAPS**

**AERIAL PHOTO  
13036 Roper Road**



**ZONING MAP**  
**13036 Roper Road**



**END OF STAFF REPORT**

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

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**From:** City Clerk Golden

**Date:** December 30, 2011      **Meeting Date:** January 12, 2012

**Subject:** Ordinance 12-03

**Issue:** Staff has identified an anomaly within our code relating to our general elections. It appears that in those cases of a tie vote between second and third candidates, there is nothing in our code on how to decide who would participate in a run-off election if no one received more than fifty percent of the votes cast. Therefore, the attached proposed ordinance is being submitted for your consideration to allow those candidates in this situation could draw lots to decide who would be in the run-off election.

**Recommendation:**

Staff recommends approval of Ordinance 12-03 with the public hearing being scheduled for January 26, 2012.

**Attachment:** Ordinance 12-03

**ORDINANCE NO. 12-03**

**AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 2, ARTICLE V, ELECTIONS; SECTION 2-251(b), GENERAL AND RUNOFF ELECTIONS; TO DETERMINE WHO IS IN THE RUN-OFF ELECTION IF THERE IS A TIE BETWEEN SECOND AND THIRD PLACING CANDIDATES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE**

**WHEREAS**, the citizens of the City of Winter Garden, Florida, by referendum amended the City Charter relating to elections and,

**WHEREAS**, the City of Winter Garden City Commission has determined that it is in the best interest of its residents to clarify that in such situations whenever there is a tie vote, in the general election, between those placing in third and fourth place respectfully and there being a process needed to be able to determine who will be in a runoff election.

**THEREFORE**, be it enacted by the City Commission of the City of Winter Garden Florida:

**SECTION I** Section 2-251 of the Winter Garden Code of Ordinances is hereby amended to read as follows (underlined text indicates additions; ~~struck out~~ text indicates deletions):

**SECTION 2.** 2-251(b) *Runoff election date.* If no single candidate receives greater than 50 percent of the votes cast within a district general election, a runoff election shall be held on the second Tuesday of the month following the month of the district general election producing the need for a runoff. If necessary, the city commission may change the date of the runoff election by resolution to coordinate the runoff election with other municipalities' elections or to comply with requirements of the county supervisor of elections, provided that such runoff election is held no later than seven weeks after the general election warranting the runoff. The two candidates receiving the greatest votes within a district shall be the only candidates on the ballot for such runoff election. In the event there is a tie between the second and third placing candidates within a district, such candidates will draw lots with the City Clerk to determine who will be placed on the runoff ballot as soon as possible after the election results have been certified by the Canvassing Board. In the event of a tie during the runoff election, the winner of the runoff election shall be selected by a flip of a coin administered by the city clerk.

**SECTION 3.** In the event of a conflict or conflicts with this ordinance or other ordinances, this ordinance controls to the extent of the conflict.

**SECTION 4.** Should any portion of this Ordinance be held invalid, then such portions are not declared invalid and shall remain in full force and effect.

**SECTION 5.** This Ordinance shall take effect immediately upon passage and adoption by the City Commission.

FIRST READING HELD ON

January 12 \_\_\_\_\_, 2012

SECOND READING, PUBLIC HEARING, AND ADOPTION HELD

\_\_\_\_\_, 2012

\_\_\_\_\_  
JOHN REES, MAYOR

ATTEST:

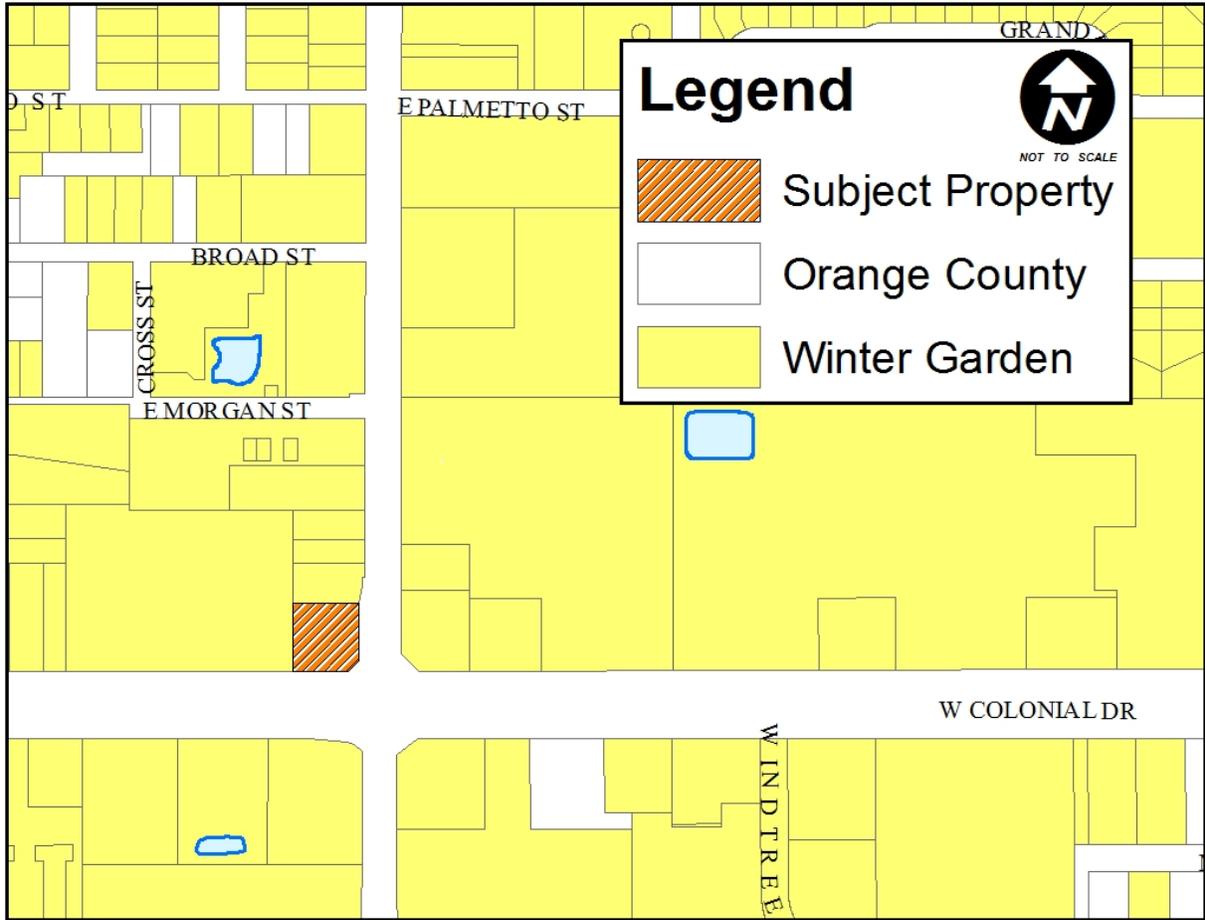
\_\_\_\_\_  
KATHY GOLDEN, CITY CLERK



# LOCATION MAP

Ordinance 12-04; 12- 05; and 12-06

13501 W. Colonial Drive



## ORDINANCE 12-04

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.50 ± ACRES LOCATED AT THE NORTHWEST CORNER OF WEST COLONIAL DRIVE AND SOUTH DILLARD STREET INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner of the land, generally described as approximately 0.50 ± acres located at the northwest corner of West Colonial Drive and South Dillard Street and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida (“City”), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

**WHEREAS**, the petition for voluntary annexation referenced herein bears the signatures of all owners of the property or properties described in Section 2 of this Ordinance (*i.e.*, the property or properties to be annexed); and

**WHEREAS**, the City has determined that the property described in Section 2 of this Ordinance is located in an unincorporated area of the County and that annexation of such property will not result in the creation of an enclave.

### **BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION 1: *Annexation.*** That the City Commission through its Planning and Zoning Board has conducted an investigation to determine whether the described property meets the prerequisites and standards set forth in Chapter 171, Fla. Stat. and has held a public hearing and said petition and made certain findings.

**SECTION 2: *Description of Area Annexed.*** That, after said public hearing and having found such petition meets said prerequisites and standards, the property legally defined in ATTACHMENT “A” and graphically shown on the attached map shall be annexed into the City of Winter Garden, Florida.

**SECTION 3: *Effect of Annexation.*** That the City of Winter Garden, Florida, shall have all of the power, authority, and jurisdiction over and within the land as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

**SECTION 4: *Apportionment of Debts and Taxes.*** Pursuant to § 171.061, Fla. Stat., the area annexed to the City shall be subject to all taxes and debts of the City upon the effective date of annexation. However, the annexed area shall not be subject to municipal ad valorem taxation for the current year if the effective date of the annexation falls after the City levies such tax.

**SECTION 5: *Instructions to Clerk.*** Within seven (7) days following the adoption of this Ordinance, the City Clerk or his/her designee is directed to file a copy of this ordinance, including ATTACHMENT "A" hereto, with the clerk of the circuit court and the chief administrative officer of Orange County as required by § 171.044(3), Fla. Stat.

**SECTION 6: *Severability.*** Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

**SECTION 7: *Effective Date.*** This Ordinance shall become effective upon adoption at its second reading.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2012.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2012.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
KATHY GOLDEN, City Clerk

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

PARCEL ID#: 23-22-27-4036-00-162

BEGIN AT THE NORTHWEST CORNER OF THE NORTH 150 FEET OF THE SOUTH 195 OF LOTS 16 AND 17, JOINER-REINER'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N.89°35'53"E ALONG THE NORTH LINE OF SAID NORTH 150 FEET OF THE SOUTH 195 FOR A DISTANCE OF 145.21 FEET TO THE EAST RIGHT-OF-WAY LINE OF DILLARD STREET AS RECORDED IN OFFICIAL RECORDS BOOK 9004, PAGE 2598 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN S.00°18'23"W., ALONG SAID WEST RIGHT-OF-WAY LINE OF DILLARD STREET FOR A DISTANCE OF 128.08 FEET; THENCE RUN S.45°16'45"W., FOR A DISTANCE OF 31.13 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST COLONIAL DRIVE (SR 50); THENCE RUN S89°57'07"W., ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE 124.68 FEET TO A POINT THE WEST LINE OF SAID LOT 16; THENCE RUN N.00°02'23"E., ALONG SAID WEST LINE FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.5008 ACRES, MORE OR LESS.

## ORDINANCE 12-05

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.50 ± ACRES OF LAND LOCATED AT THE NORTH WEST CORNER OF WEST COLONIAL DRIVE AND SOUTH DILLARD STREET FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on the 13<sup>th</sup> of June, 1991, the City Commission of the City of Winter Garden adopted Ordinance 91-16 which adopted a new Comprehensive Plan for the City of Winter Garden;

**WHEREAS**, the owner of that certain real property generally described as 0.50 ± acres of land located at the north west corner of West Colonial Drive and South Dillard Street, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Commercial to City Commercial; and

**WHEREAS**, the City of Winter Garden's Local Planning Agency and City Commission have conducted the prerequisite advertised public hearings pursuant to Chapter 163, Florida Statutes, regarding the adoption of this ordinance; now, therefore,

### **BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION I.** *FLUM Amendment.* The City of Winter Garden hereby amends the Future Land Use Map of the City of Winter Garden Comprehensive Plan by designating the aforesaid Property to City Commercial within the West State Road 50 Commercial Activity Center as set forth in ATTACHMENT "B".

**SECTION II.** *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 12-04, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

**SECTION III. Severability.** Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2012.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2012.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 23-22-27-4036-00-162

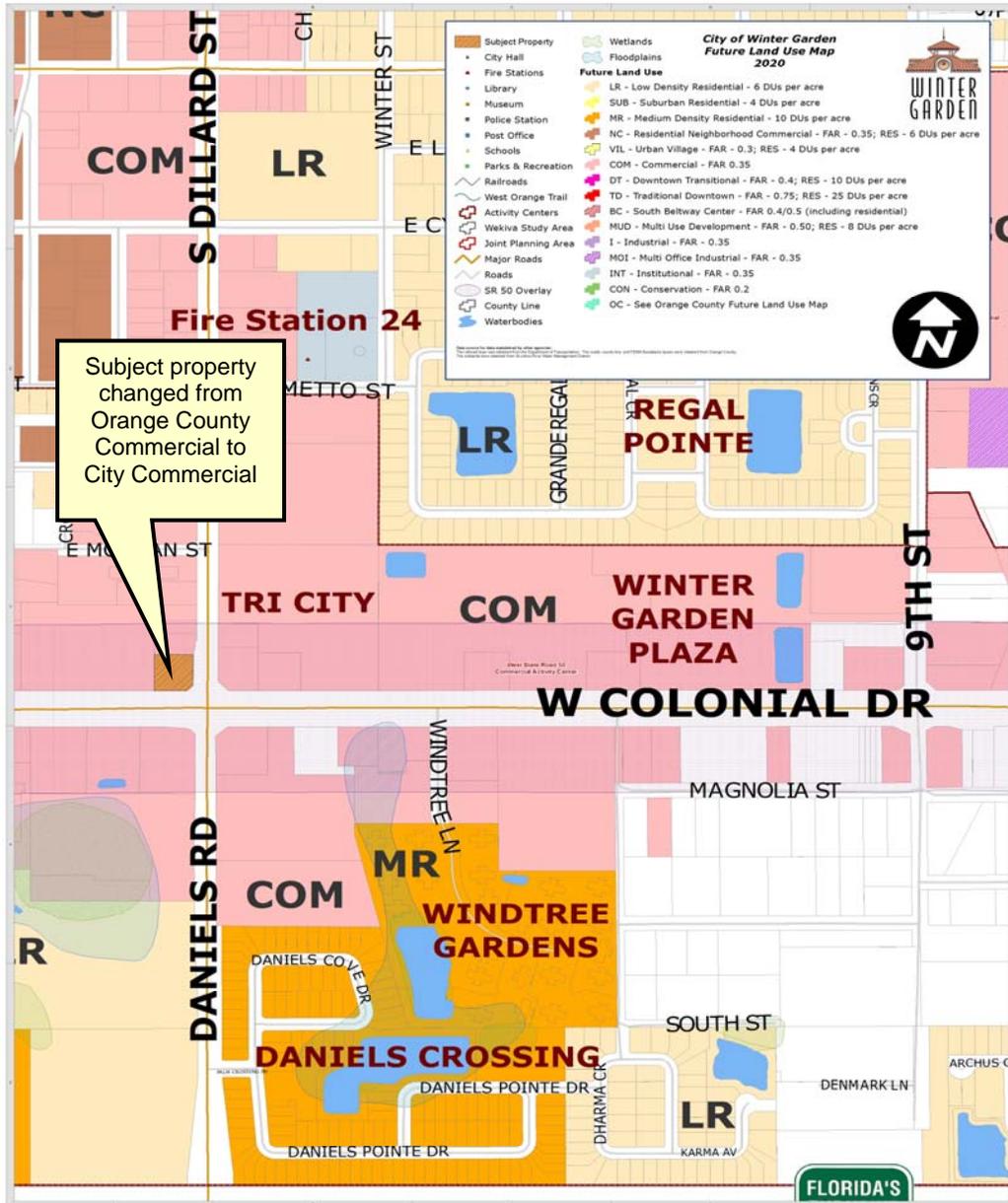
BEGIN AT THE NORTHWEST CORNER OF THE NORTH 150 FEET OF THE SOUTH 195 OF LOTS 16 AND 17, JOINER-REINER'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N.89°35'53"E ALONG THE NORTH LINE OF SAID NORTH 150 FEET OF THE SOUTH 195 FOR A DISTANCE OF 145.21 FEET TO THE EAST RIGHT-OF-WAY LINE OF DILLARD STREET AS RECORDED IN OFFICIAL RECORDS BOOK 9004, PAGE 2598 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN S.00°18'23"W., ALONG SAID WEST RIGHT-OF-WAY LINE OF DILLARD STREET FOR A DISTANCE OF 128.08 FEET; THENCE RUN S.45°16'45"W., FOR A DISTANCE OF 31.13 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST COLONIAL DRIVE (SR 50); THENCE RUN S89°57'07"W., ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE 124.68 FEET TO A POINT THE WEST LINE OF SAID LOT 16; THENCE RUN N.00°02'23"E., ALONG SAID WEST LINE FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.5008 ACRES, MORE OR LESS.

# ATTACHMENT "B"

## FUTURE LAND USE MAP

### 13501 W Colonial Drive



ORDINANCE 12-06

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.50 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF WEST COLONIAL DRIVE AND SOUTH DILLARD STREET FROM ORANGE COUNTY C-1 COMMERCIAL DISTRICT TO CITY C-2 ATERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner of that certain real property generally described as 0.50 ± acres of land located at the northwest corner of West Colonial Drive and South Dillard Street, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County C-1 Commercial District to the City's C-2 Arterial Commercial District zoning classification, therefore;

**BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION 1: Rezoning.** After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from Orange County C-1 Commercial District to City C-2 Arterial Commercial District in the City of Winter Garden, Florida.

**SECTION 2: Zoning Map.** The City Planner is hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

**SECTION 3: Non-Severability.** Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

**SECTION 4: Effective Date.** This Ordinance shall become effective simultaneously upon the effective date of Ordinance 12-05 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2012.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2012.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
KATHY GOLDEN, City Clerk

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

PARCEL ID#: 23-22-27-4036-00-162

BEGIN AT THE NORTHWEST CORNER OF THE NORTH 150 FEET OF THE SOUTH 195 OF LOTS 16 AND 17, JOINER-REINER'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N.89°35'53"E ALONG THE NORTH LINE OF SAID NORTH 150 FEET OF THE SOUTH 195 FOR A DISTANCE OF 145.21 FEET TO THE EAST RIGHT-OF-WAY LINE OF DILLARD STREET AS RECORDED IN OFFICIAL RECORDS BOOK 9004, PAGE 2598 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN S.00°18'23"W., ALONG SAID WEST RIGHT-OF-WAY LINE OF DILLARD STREET FOR A DISTANCE OF 128.08 FEET; THENCE RUN S.45°16'45"W., FOR A DISTANCE OF 31.13 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST COLONIAL DRIVE (SR 50); THENCE RUN S89°57'07"W., ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE 124.68 FEET TO A POINT THE WEST LINE OF SAID LOT 16; THENCE RUN N.00°02'23"E., ALONG SAID WEST LINE FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.5008 ACRES, MORE OR LESS.

# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 • (407) 656-4111

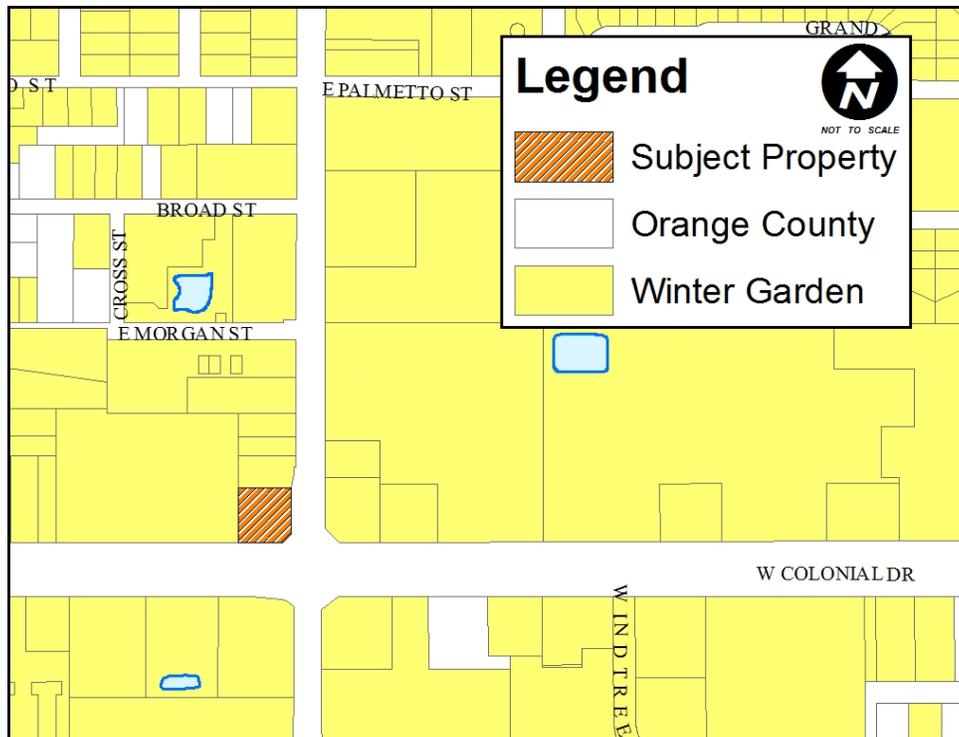
# STAFF REPORT

**TO:** PLANNING AND ZONING BOARD  
**PREPARED BY:** STEVE PASH, SENIOR PLANNER  
**DATE:** DECEMBER 16, 2011  
**SUBJECT:** ANNEXATION - REZONING - FLU AMENDMENT  
**13501 WEST COLONIAL DRIVE (0.50 +/- ACRES)**  
**PARCEL ID #:** 23-22-27-4036-00-162  
**APPLICANT:** MINSUNG PARK (SUNOCO GAS STATION)

### INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property, located at 13501 West Colonial Drive, and is approximately 0.50 ± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Commercial, and rezoning the property to C-2 Commercial Arterial District. This property is also within the West State Road 50 Overlay, which has additional development standards.

The subject property is located within the West State Road 50 Commercial Activity Center which allows for the following land use categories: Commercial, Medium Density Residential, Industrial, and Multi Use Development. The majority of the properties located within the West State Road 50 Commercial Activity Center are designated Commercial on the Future Land Use Map, with the only exceptions being several apartment complexes and a senior living facility on the south side of the road at the western edge of the city limits are designated Medium Residential on the Future Land Use Map totaling about 35 acres of land.

In accordance with the City's Comprehensive Plan, permitted uses within the Commercial land use include retail, service, and professional activities. The zoning classifications that are consistent with the Commercial land use designation include C-1, C-2, C-3, C-4, PCD, and INT.

The City endorses infill of its jurisdictional limits through voluntary annexation of enclaves. The elimination of enclaves through voluntary annexation furthers the goals, objectives, and policies of the City's Comprehensive Plan.

### **EXISTING USE**

The subject property contains a 384 square foot gas station / convenience store, a 210 square foot building with restrooms, and a 342 square foot building with a window tinting business. The subject property is being used by the property owner primarily for the operation of the gas station / convenience store.

### **ADJACENT LAND USE AND ZONING**

The property located to the north is a doctor's office and zoned C-2 in the City. The property located to the east is developed with a shopping center and zoned C-2 in the City. The properties to the south are developed as banks and a restaurant, zoned C-2 in the City. The property to the west is a motel with a restaurant and zoned C-2 in the City.

### **PROPOSED USE**

There is no proposed change to the existing use of the property at this time. The existing gas station is permitted in the C-2 Arterial Commercial District, and the window tinting company would be allowed through a Special Exception for automobile services.

Outdoor storage of any materials, inoperable automobiles, trailers, mobile restaurants, and the like is prohibited in the C-2 District. The City also has different regulations for signage and the existing signage is not in compliance with City standards, any new signs or alterations to the existing signs will be required to follow the procedures set forth in the City of Winter Garden Code of Ordinances.

## **PUBLIC FACILITY ANALYSIS**

The property currently has irrigation, potable water, and sewer accounts with the City of Winter Garden.

The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents including building permits. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

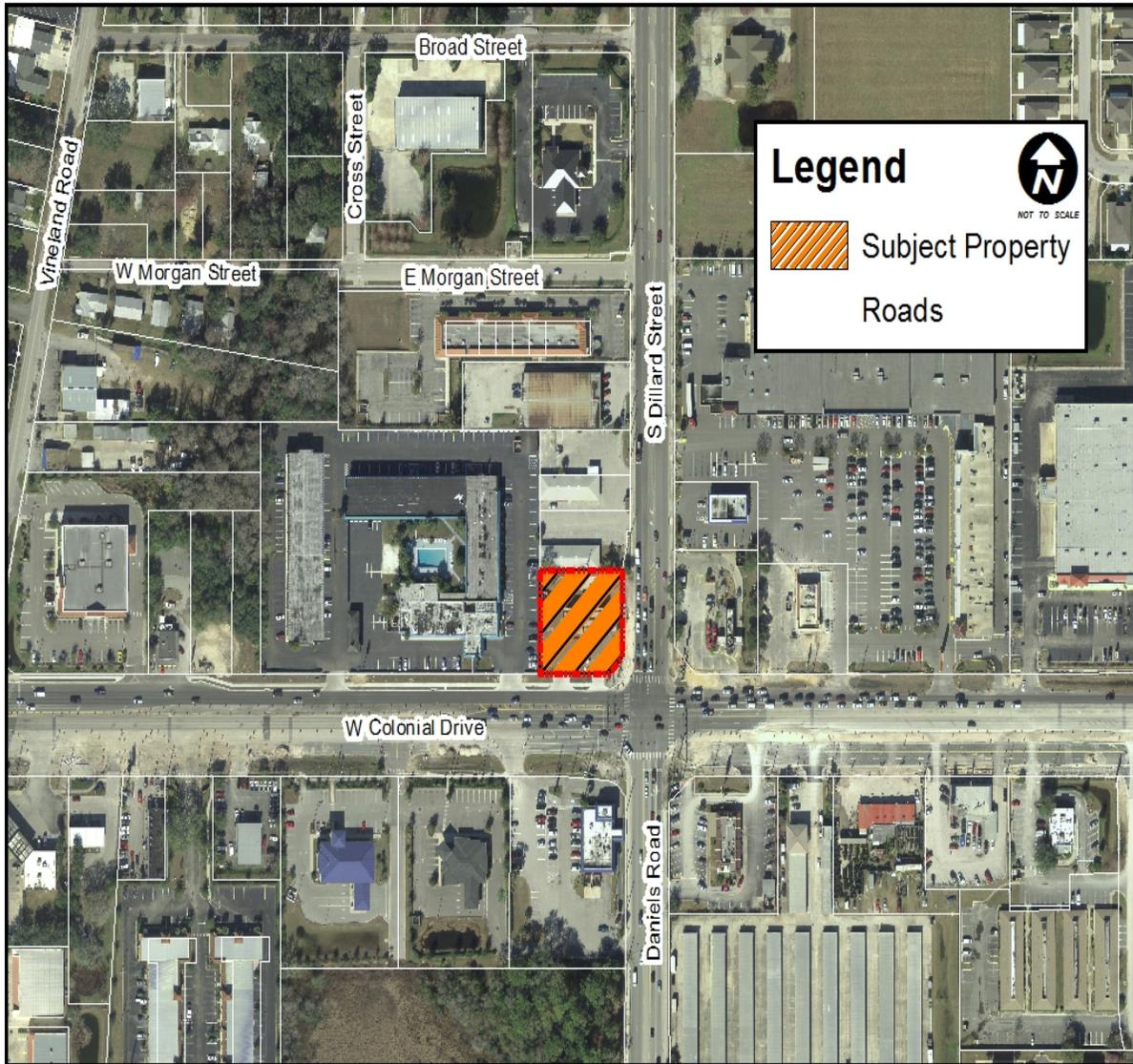
## **SUMMARY**

City Staff recommends approval of the proposed Ordinances. Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden's Comprehensive Plan to eliminate enclaves. The property is developed and no change in use is proposed, therefore the adjacent property owners should not be negatively impacted.

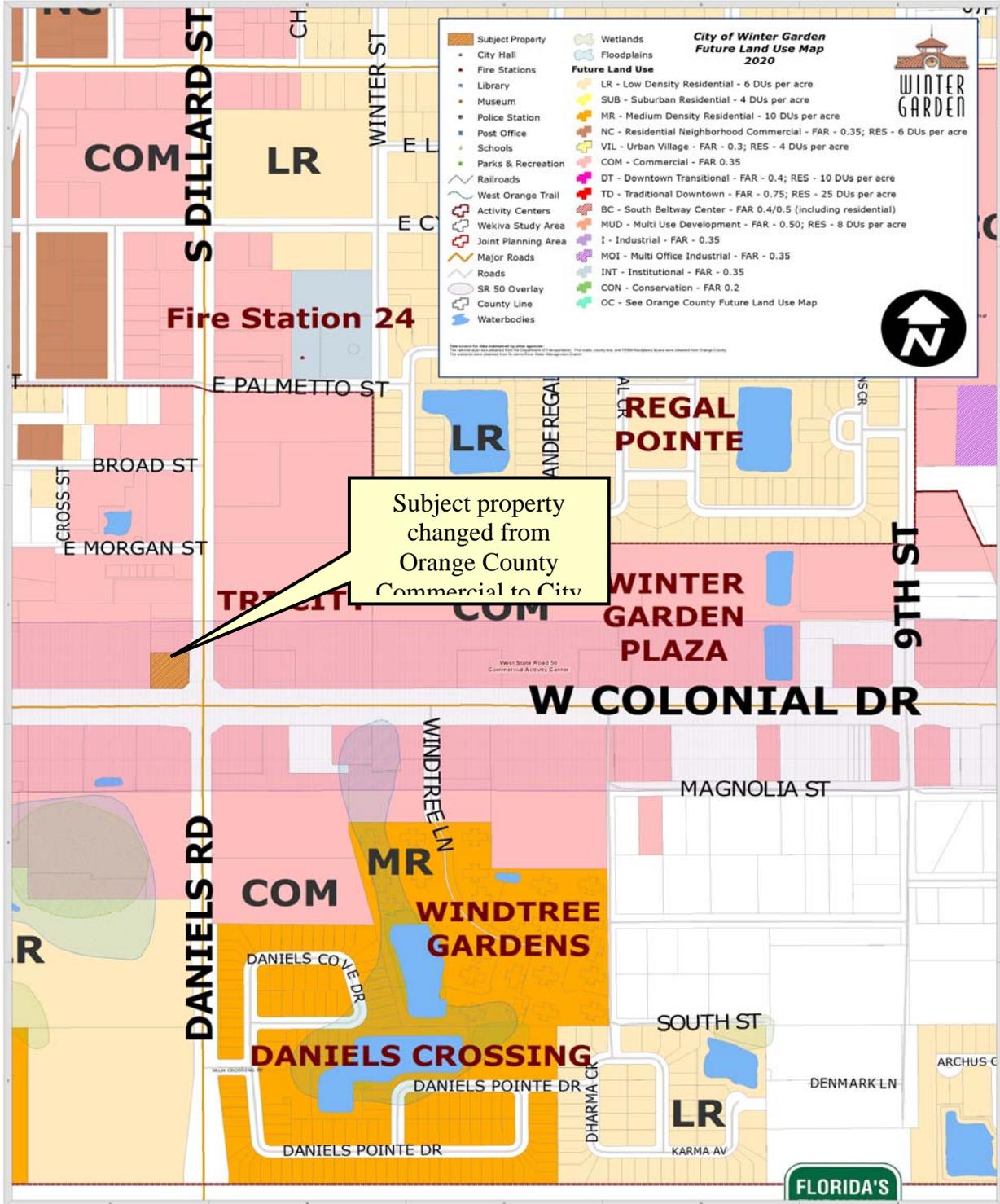
MAPS

**AERIAL PHOTO**

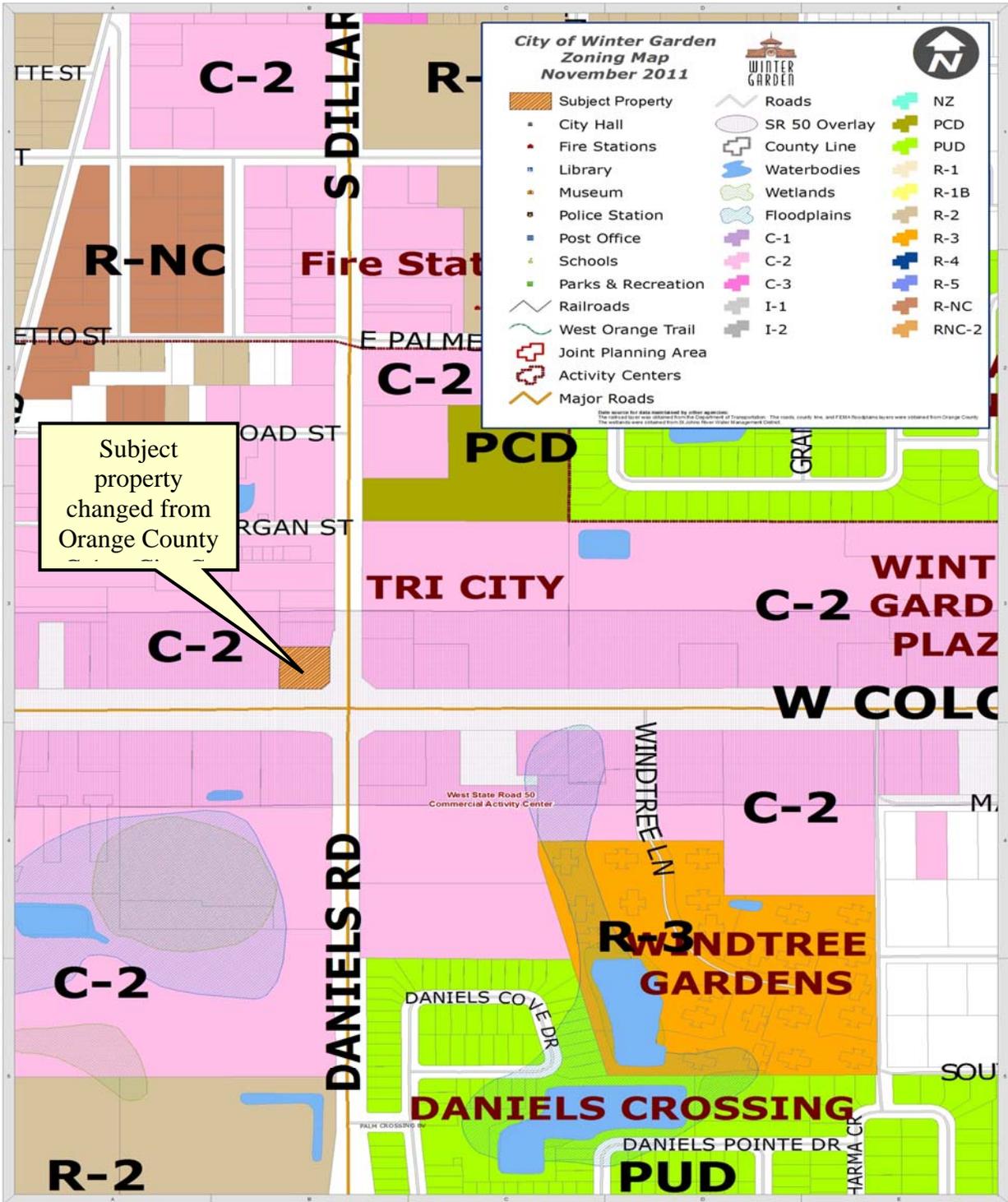
**13501 W. Colonial Drive**



# FUTURE LAND USE MAP 13501 W. Colonial Drive



**ZONING MAP**  
**13501 W. Colonial Drive**

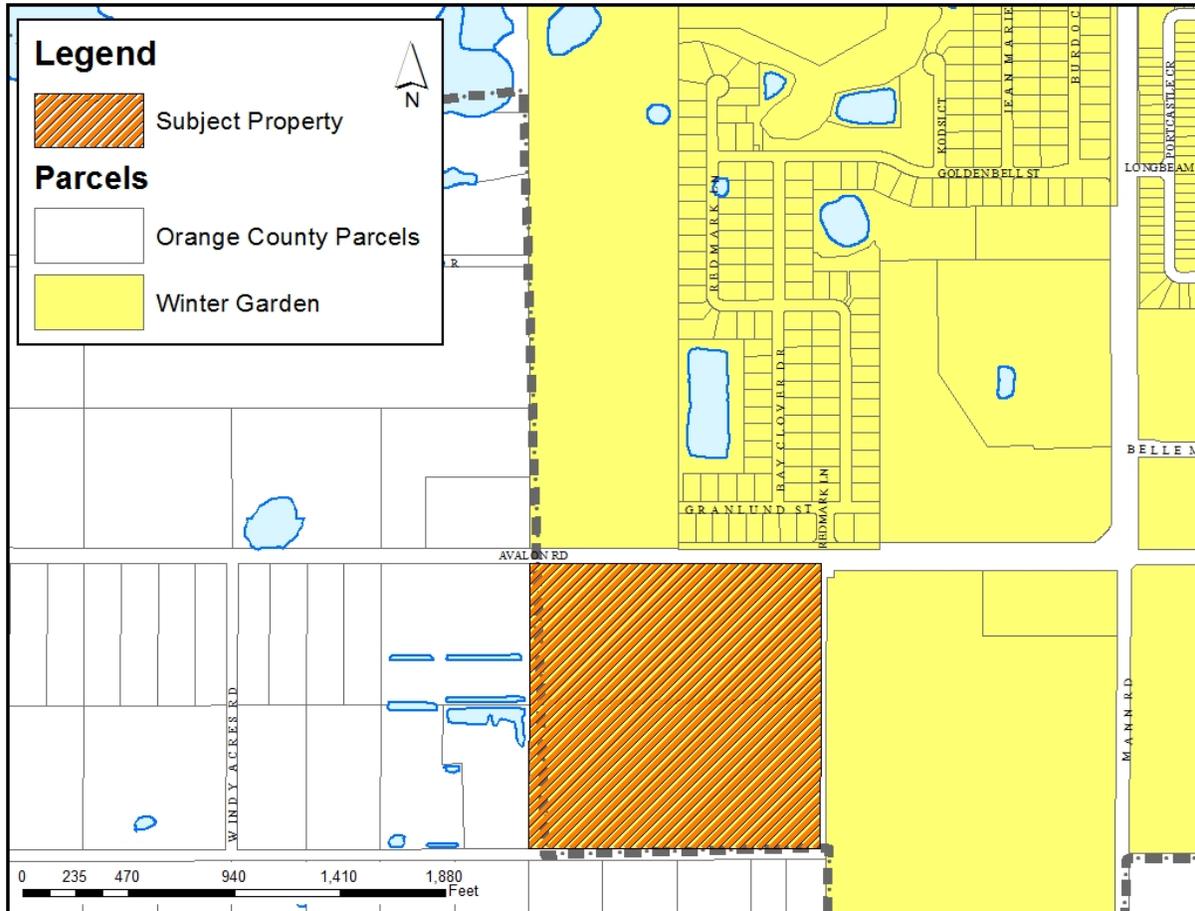


**END OF STAFF REPORT**



# LOCATION MAP

Ordinance 1207  
Carriage Pointe Reserve  
2911 Avalon Road



ORDINANCE 12-07

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 37.8 +/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE SOUTH WEST CORNER OF THE INTERSECTION OF AVALON ROAD AND DAVENPORT ROAD AT 2911 AVALON ROAD, FROM CITY NZ TO CITY PUD; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Carriage Pointe Reserve PUD)

**WHEREAS**, the Owner(s) of real property generally described as approximately 37.8 ± acres of certain real property generally located on the south west corner of the intersection of Avalon Road and Davenport Road in Winter Garden, Florida, being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), desire to rezone their property from City NZ to City PUD, and

**WHEREAS**, Taylor Morrison of Florida, Inc, a Florida corporation ("Developer"), is the contract purchaser and developer of the Property; and

**WHEREAS**, Developer is authorized to act as agent for Owners in connection with obtaining necessary approvals and permits for developing the Property and executing agreements in connection therewith; and

**WHEREAS**, on December 13, 2011 the School Board of Orange County, Florida approved the transfer of eighty seven (87) owner capacity credits from the following Capacity Agreements (CEAs) Summerport West, LLC and SSp1, LLC to the Cantero Property (Cantero Holdings, LLC); and

**WHEREAS**, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the adoption of this Ordinance and the proposed development of the Property is consistent with the City of Winter Garden Comprehensive Plan, the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden, and the City of Winter Garden Code of Ordinances; therefore;

**BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION 1: Rezoning.** After due notice and public hearing, the zoning classification of the Property, as described in Exhibit "A" attached hereto, is hereby rezoned from City NZ to City PUD in the City of Winter Garden, Florida subject to the following conditions, provisions and restrictions:

- a. **Conceptual Plan-** All development on the Property must substantially conform to the requirements identified in the Carriage Pointe Reserve Planned Unit Development Preliminary Plan attached hereto as Exhibit "B." Should any conflict be found between this Ordinance and the Carriage Pointe Reserve Planned Unit Development Preliminary Plan attached hereto as Exhibit "B", then the standards and conditions established by this Ordinance shall control.
- b. **Zoning-** Unless specifically noted elsewhere in Exhibit "B" attached hereto, all residential development on the Property must comply with the general zoning requirements of the R-1 Single Family Residential District for any structures, including but not limited to swimming pools, screen rooms, accessory structures and buildings, that are developed on the Property.
- c. **JPA-** Unless specifically noted elsewhere in Exhibit "B" attached hereto, all development of the Property must conform to the requirements of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden dated January 24, 2007.
- d. **Design Criteria/Architectural Standards-**
  - 1. **Lot Size-** Minimum lot width shall be 65 feet.
  - 2. **Building Height-** Maximum building height shall be 40 feet.
  - 3. **Minimum Living Area-** Minimum living area for each residential unit shall be 1,400 square feet.
  - 4. **Signage-** All signage shall be reviewed and permitted by the City of Winter Garden. All proposed signage, with the exception of street and traffic signs, shall be submitted for review and approval as part of the Development Agreement for the Property.
  - 5. **Setbacks and Required Yards-**

65'x120' Lots		75'x120' Lots	
Front Yard	20'	Front Yard	20'
Rear Yard	20'	Rear Yard	20'
Side Yard	7.5'	Side Yard	7.5'
Corner	20'	Corner	20'
Front Load Garage (Front)	25'	Front Load Garage (Front)	25'
Porch/ Courtyard Garage (Front)	15'	Porch/ Courtyard Garage (Front)	15'
Pool (Side & Rear)	5'	Pool (Side & Rear)	5'

**6. Common Recreation and Open Space-**

The Property is located within the Resource Protection Overlay, and in compliance with the City of Winter Garden Comprehensive Plan Future Land Use Element Policies 1-3.1.7 and 1-3.1.8 no less than 25% Wekiva Study Area Open Space shall be provided.

None of the 25% Wekiva Study Area Open Space shall be chemically treated with pesticides or fertilizers to establish sensitive natural habitat.

To the greatest extent possible, 5% of the developable area of the Property shall be set aside for passive, dry-land recreational use. In the event that this requirement cannot be met wholly or in part, then a financial contribution in accordance with Chapter 110, Article V, Division 2 of the City Code of Ordinances shall be made to the City Recreation Fund to fulfill the requirement.

**7. Residential Design Criteria-** Prior to obtaining any preliminary plat or final plat approvals for the Property, the Developer shall submit typical front elevations and floor plans for project dwelling units for Planning and Zoning Board review and approval. The typical elevations and floor plans shall provide:

- Product types shall be varied and/or staggered to avoid similar products directly adjacent to each other or provide alternate color and architectural details. Front façade variation should be provided so the Front Load Garage and the Porch/ Courtyard Garage are alternated.
- A variety of building elevations utilizing main entrance treatments such as front porches with substantial architectural finish. Front porches shall be provided on at least fifty percent of all single-family residential units.
- Building entrances shall be visible and accessible from the street and shall provide variations of walkways from the primary entrance to the sidewalk.
- Garages should be located to the rear of single-family residential lots or at least five feet behind the primary building façade. Accentuate the use of step backs in building elevations.

**8.** In order to minimize the light glare and nuisance light impacts on surrounding properties, drop lenses, sag lenses, and convex lenses shall be prohibited on the Property.

**9.** Swimming pools must meet all requirements of City Code. No encroachments will be allowed within drainage or utility easements. Applications for swimming pools will be reviewed on an individual

basis.

**e. Staff Conditions-** All development on the Property must comply with the following conditions:

1. The Property will be constructed in two (2) phases of development with approximately 55 lots in phase 1 and 35 lots in phase 2. The main entrance will be constructed with the first phase of development; the second access point located on the south side of the Property shown on Exhibit "B" will be an emergency access route only and will be constructed with the second phase.
2. A 60 ft half right-of-way south of the centerline of Avalon Rd shall be conveyed to the City of Winter Garden via fee simple warranty deed (for 120 ft wide future overall right-of-way width). Neither Owner/Developer nor their successors and assigns shall be entitled to any road impact fee credits or other compensation of any kind for, on account of, or with respect to the required conveyance of right-of-way to the City.
3. The Owner/Developer is responsible for meeting all provisions of ADA and Florida Accessibility Code.
4. All work shall conform to City of Winter Garden standards and specifications.
5. All streets within the Property will be private and shall be conveyed to and maintained by a homeowner's association. The Owner/Developer shall establish a homeowner's association in accordance with Chapter 720, Florida Statutes and having governing documents in compliance with Chapter 110, City of Winter Garden Code of Ordinances.
6. Permits from SJRWMD and FDEP (water, wastewater and NPDES) are required prior to issuance of site or building permits.
7. In accordance with Section 78-2, City of Winter Garden Code of Ordinances, all potable water, reclaimed water and sanitary sewer main lines and utilities required for the project shall be extended from their current terminus to the Property and along the Property's entire frontage along public rights-of-way, at the Owner's/Developer's expense. Water and sewer impact fees shall be paid pursuant to Code, prior to City execution of FDEP permits and issuance of site or building permits.
8. All irrigation on the Property shall be designed to be supplied by reclaimed water.

9. City requirements concerning most effective recharge areas, positive outfall, etc. shall be met. Total retention of the 25 yr, 96 hr storm event or 100 yr, 24 hr storm event may be required, depending on positive outfall.
10. All proposed easements shall be 30' minimum width for sanitary, water and storm; improvements shall be centered within the easement.
11. Plans have been revised to show 7.5' side setbacks; utility and drainage easements shall be dedicated to the City on each side and rear lot line, and adjacent to the street R/W line, pursuant to Code.
12. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner/Developer and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
13. The Owner's/Developer's Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
14. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others, including by way of any development order or permit issued. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City shall not be responsible and any corrective measures required will be the responsibility of the Owner/Developer. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.

15. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of **2.25%** of the cost of all site improvements shall be paid prior to issuance of the building permit.
16. Providing positive drainage within the site is the responsibility of the Design Engineer. The City will not maintain any portion of the on-site drainage systems.
17. If approval is granted by the City of Winter Garden, it does not grant authority to enter, construct or otherwise alter the property of others, nor does it waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
18. The 100 feet open space buffer area provided along the south west side of the property boundary shall be consistent with the Wekiva Protection Act. Additional landscaping shall be provided to offset visual impact to the adjacent residential properties. Landscaping shall be installed consistent with the requirements of Section 118-1524(b) and Table 3.4.2.

## **SECTION 2: *General Requirements.***

- a. **Development Agreement-** A Development Agreement shall be drafted, approval obtained and recorded prior to approval of Preliminary Plat of the Property. The Development Agreement shall address matters to include, but not limited to, project phasing, utilities extension and oversizing, right-of-way conveyance and improvement, other off-site public infrastructure improvements easements, transportation/roadway system, design standards, impact fees, recreation fund contribution, stormwater, signage, and schools.
- b. **Stand Alone Clause-** Each phase of development of the Property must operate as an individual unit in that each particular phase will be able to stand-alone in the event that no other phase is developed.
- c. **Land Development Approvals and Permits-** This Ordinance does not require the City to issue any permit or approval for development, construction, preliminary plat, final plat, building permit, or other matter by the City relating to the Property or the project or any portion thereof. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures set forth in the City's Code of Ordinances and subject to this Ordinance.

- d. **Amendments-** Minor amendments to this Ordinance will be achieved by Resolution of the City Commission of the City of Winter Garden. Major amendments to this Ordinance will require approval of the City Commission of the City of Winter Garden by Ordinance.
- e. **Expiration/Extension-** Expiration of this PUD shall be governed in accordance with Section 118-830, City of Winter Garden Code of Ordinances. Time extensions may be granted in accordance with Section 118-829, City of Winter Garden Code of Ordinances.

**SECTION 3: Zoning Map.** The City Planner is hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

**SECTION 4: Non-Severability.** Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

**SECTION 5: Effective Date.** This Ordinance shall become effective upon adoption at its second reading.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2012.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2012.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
KATHY GOLDEN, City Clerk

**Exhibit "A"**

**LEGAL DESCRIPTION**

(PER WARRANTY DEED AS RECORDED IN ORB 8789, PG97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA)

TRACTS ONE-D, TWO-D, FIFTEEN-D AND SIXTEEN-D, OF LAKE AVALON GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE(S) 24, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

**Exhibit "B"**

**COVER PAGE**

**PLANNED UNIT DEVELOPMENT  
PRELIMINARY PLAN**

**CARRIAGE POINTE RESERVE**

**NOVEMBER 2011**

**(8 PAGES - ATTACHED)**







NOTE:  
ALL TREES ON-SITE ARE PLANTED PINES.

**SOILS LEGEND**

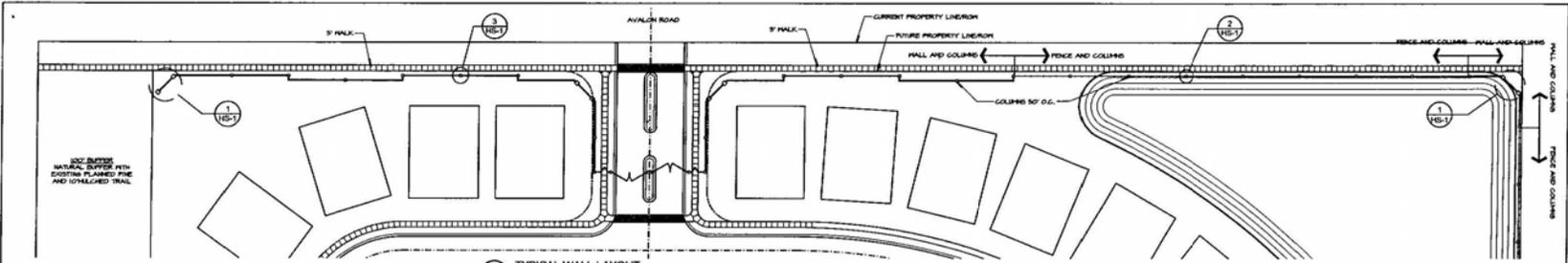
- CANCELA
- CANCELA
- YAMASA

**SURVEY NOTES:**

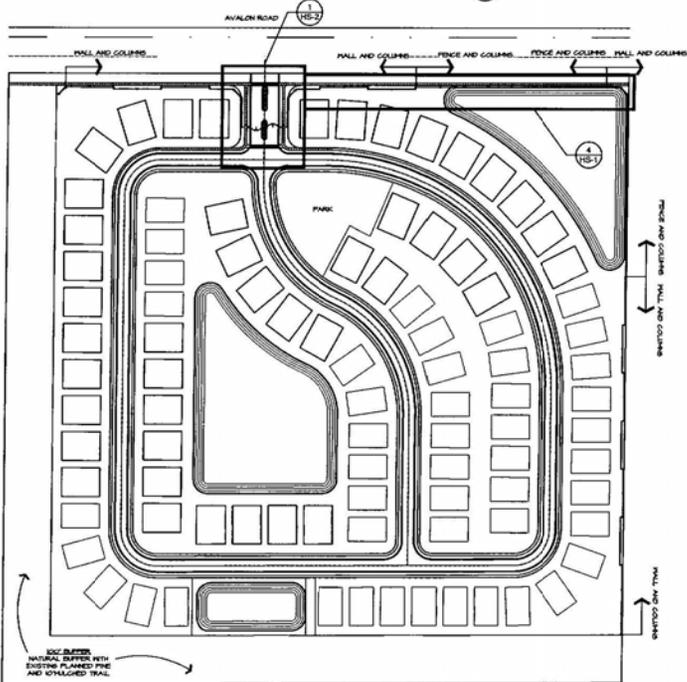
1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AS BEING S89°58'04"E.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12095C0215F & 12095C0200F, ORANGE COUNTY, FLORIDA, EFFECTIVE DATE OF SEPTEMBER 25, 2009, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
3. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
4. LANDS SHOWN HEREON WERE ABSTRACTED FOR PROFITS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD PER ATTORNEY'S TITLE INSURANCE FUND, POLICY NO. 2100181, WITH AN EFFECTIVE DATE OF APRIL 11, 2001.
5. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
6. WETLAND AREAS, IF ANY, WERE NOT ADDRESSED AS A PART OF THIS SURVEY.
7. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (SUBURBAN) 1 FOOT IN 7,500 FEET.
8. ELEVATIONS SHOWN HEREON ARE BASED ON ORANGE COUNTY DATUM, AS DERIVED BY FROM ORANGE COUNTY BENCHMARK NO. 2186, DESCRIBED AS A MARLBORO SPIKE IN THE EAST FACE OF POWER POLE NO. 924717, HAVING AN ELEVATION OF 152.267 (NAVD 88).

**LEGEND AND ABBREVIATIONS:**

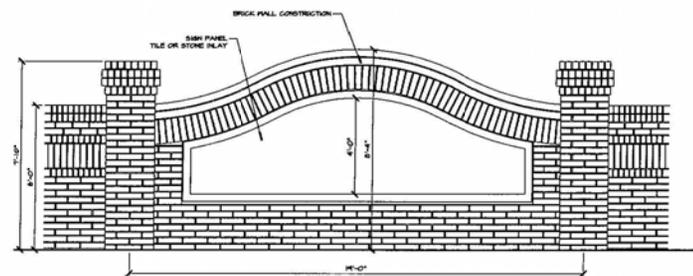
AL	ALLEY	O.S.B.	OFFICIAL RECORD BOOK	◆	SEE URBAN
AP	APPOINT PAYMENT	OP	OVERHEAD UTILITY	□	BOUNDARY
AS	ASBESTOS	PA	PAVEMENT	○	BOUNDARY
BM	BENCH MARK	PC	PROPOSED CONTROL POINT	○	BOUNDARY
CA	CANAL	PL	PROPOSED LANE SURVEY	○	BOUNDARY
CC	CORNER	PO	POINT OF BEGINNING	○	BOUNDARY
CD	CORNER	PP	PROPOSED PROVISIONAL MONUMENT	○	BOUNDARY
CE	CORNER	PR	PROPOSED PROVISIONAL MONUMENT	○	BOUNDARY
CF	CORNER	PS	PROPOSED SURVEY MARK	○	BOUNDARY
CG	CORNER	PT	PROPOSED TIE	○	BOUNDARY
CH	CORNER	PU	PROPOSED UTILITY	○	BOUNDARY
CI	CORNER	PV	PROPOSED VALVE	○	BOUNDARY
CJ	CORNER	PW	PROPOSED WALK	○	BOUNDARY
CK	CORNER	PX	PROPOSED WALK	○	BOUNDARY
CL	CORNER	PY	PROPOSED WALK	○	BOUNDARY
CM	CORNER	PZ	PROPOSED WALK	○	BOUNDARY
CN	CORNER	QA	QUANTITY	○	BOUNDARY
CO	CORNER	QB	QUANTITY	○	BOUNDARY
CP	CORNER	QC	QUANTITY	○	BOUNDARY
CQ	CORNER	QD	QUANTITY	○	BOUNDARY
CR	CORNER	QE	QUANTITY	○	BOUNDARY
CS	CORNER	QF	QUANTITY	○	BOUNDARY
CT	CORNER	QG	QUANTITY	○	BOUNDARY
CU	CORNER	QH	QUANTITY	○	BOUNDARY
CV	CORNER	QI	QUANTITY	○	BOUNDARY
CW	CORNER	QJ	QUANTITY	○	BOUNDARY
CX	CORNER	QK	QUANTITY	○	BOUNDARY
CY	CORNER	QL	QUANTITY	○	BOUNDARY
CZ	CORNER	QM	QUANTITY	○	BOUNDARY
DA	CORNER	QN	QUANTITY	○	BOUNDARY
DB	CORNER	QO	QUANTITY	○	BOUNDARY
DC	CORNER	QP	QUANTITY	○	BOUNDARY
DD	CORNER	QQ	QUANTITY	○	BOUNDARY
DE	CORNER	QR	QUANTITY	○	BOUNDARY
DF	CORNER	QS	QUANTITY	○	BOUNDARY
DG	CORNER	QT	QUANTITY	○	BOUNDARY
DH	CORNER	QU	QUANTITY	○	BOUNDARY
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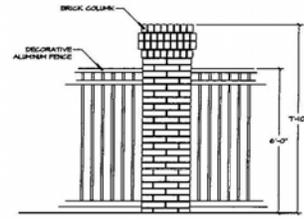
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1" = 40'-0"



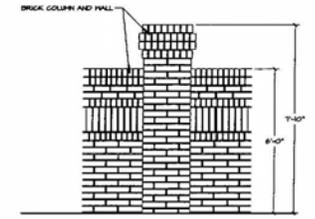
OVER ALL SITE PLAN  
1" = 100'-0"



1 CANTERO SIGN WALL  
1/2" = 1'-0" 91-23



2 FENCE AND COLUMN DETAIL  
1/2" = 1'-0" F-83



3 WALL AND COLUMN DETAIL  
1/2" = 1'-0" 91-24



REVISIONS			
DATE	BY	DESCRIPTION	
XXX	PVL	XXXX	

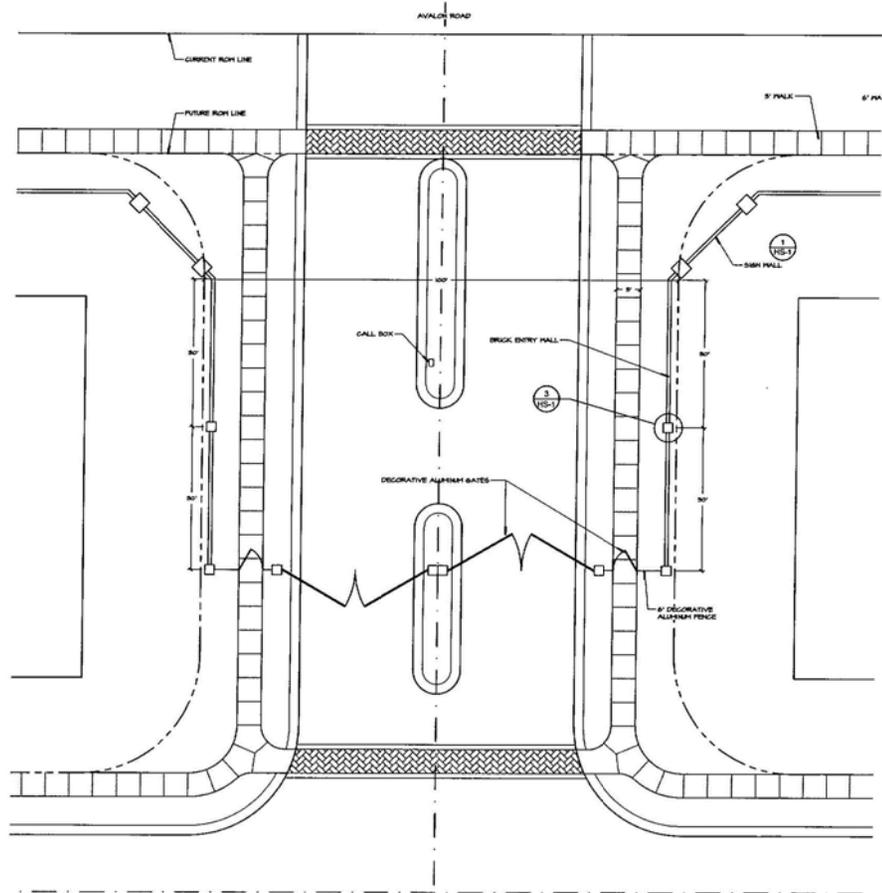
**PAUL L. VERLANDER**  
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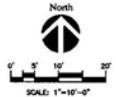
PAUL L. VERLANDER, A.S.A.  
License No. LA0000546

**HARDSCAPE PLAN**  
**CARRIAGE POINTE**  
WINTER GARDEN, FLORIDA

PROJ. NO.: 1145.00  
SCALE: AS SHOWN  
DATE: 11-21-11  
SHEET NO: **HS-1**



1 ENTRY HARDSCAPE PLAN  
1" = 48'-0"



REVISIONS		
DATE	BY	DESCRIPTION
XXX	PLV	XXXXX

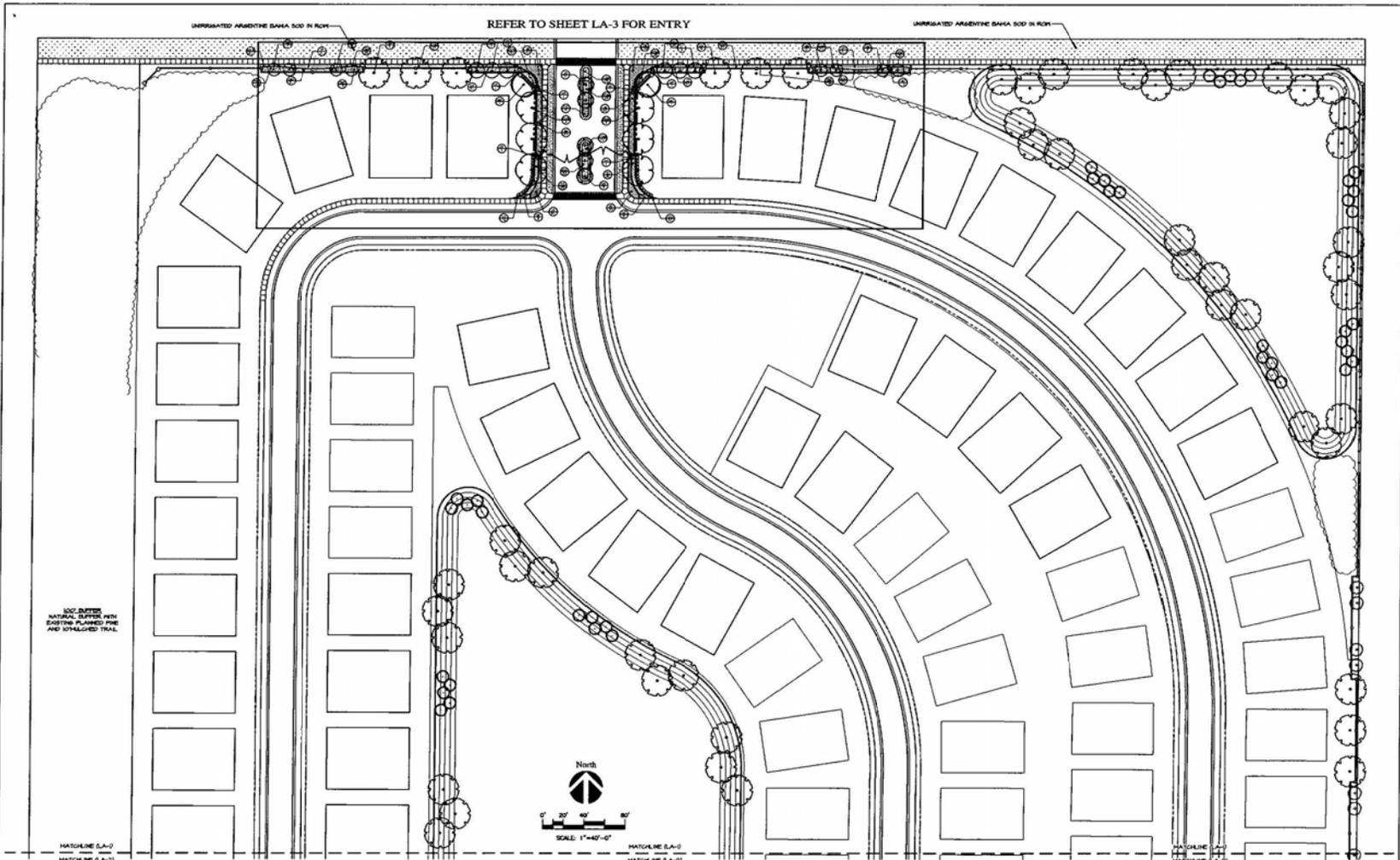
**PAUL L. VERLANDER**  
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Website: www.paulverlander.com

PAUL L. VERLANDER, A.S.L.A.  
Landscape Architect

**ENTRY HARDSCAPE PLAN**  
**CARRIAGE POINTE**  
WINTER GARDEN, FLORIDA

PROJ. NO.: 1145.00  
SCALE: 1" = 48'-0"  
DATE: 11-21-11  
SHEET NO.: **HS-2**



REFER TO SHEET LA-3 FOR PLANT LIST

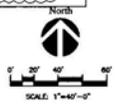
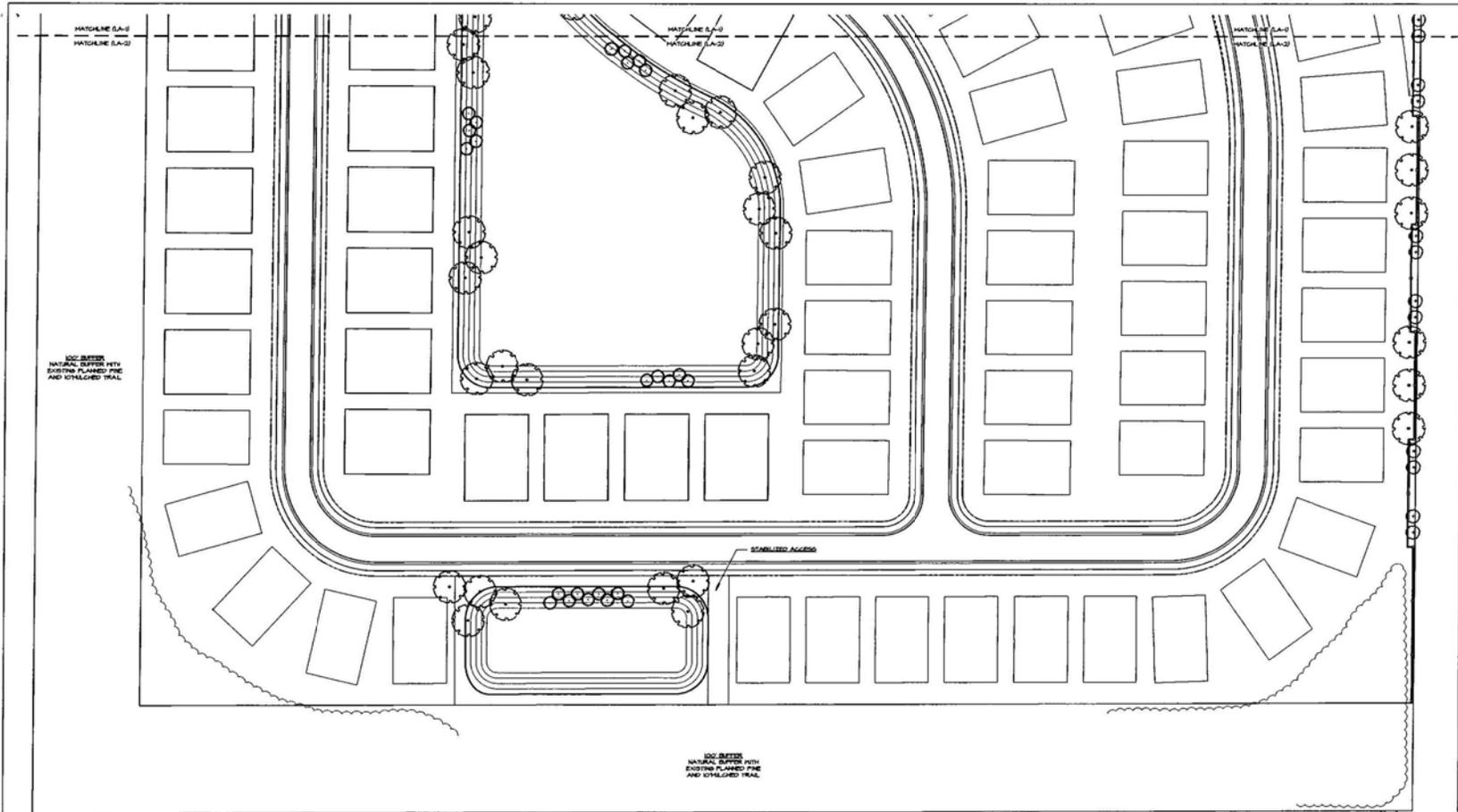
REVISIONS		
DATE	BY	DESCRIPTION
	PLV	XXXXX

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PAUL L. VERLANDER, ASLA  
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**LANDSCAPE PLAN**  
**CARRIAGE POINTE**  
 WINTER GARDEN, FLORIDA

PROJ. NO.: 1145.00  
 SCALE: 1"=40'-0"  
 DATE: 11-21-11  
 SHEET NO.: **LA-1**



REFER TO SHEET LA-3 FOR PLANT LIST

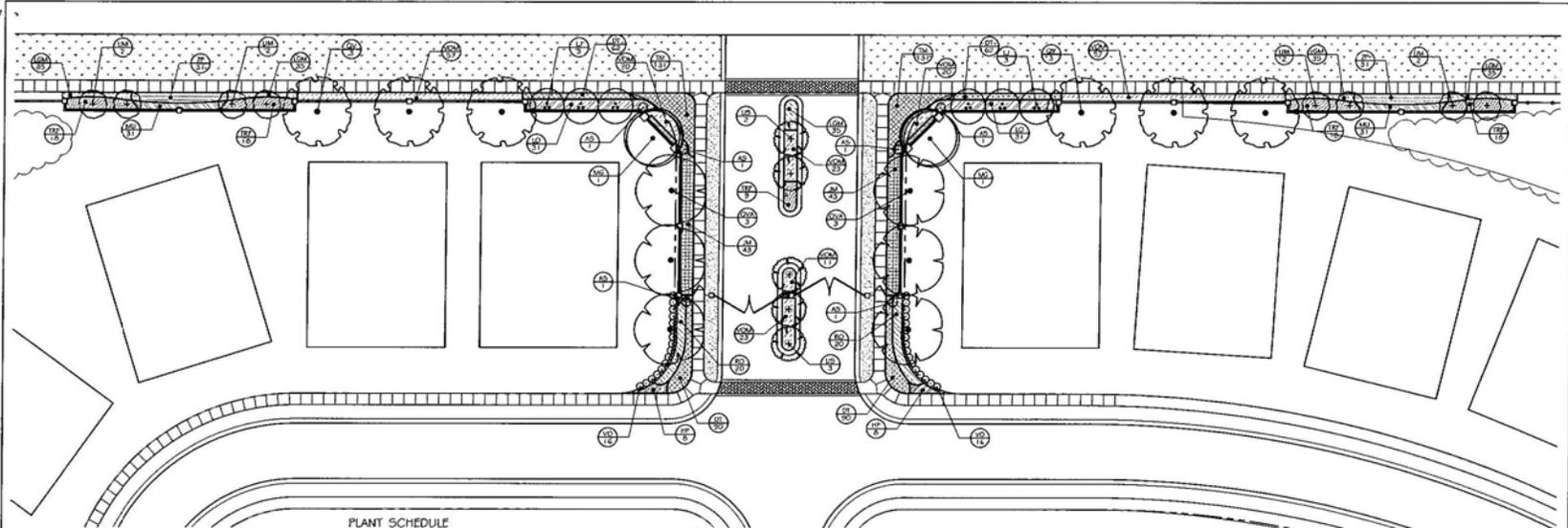
REVISIONS			
DATE	BY	REVISION	DESCRIPTION

**PAUL L. VERLANDER**  
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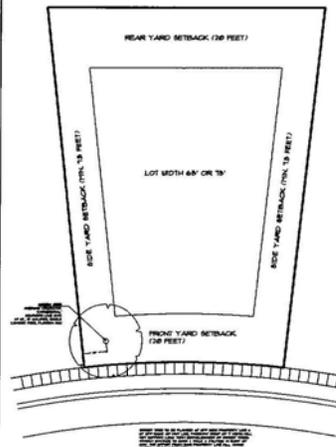
**LANDSCAPE PLAN**  
**CARRIAGE POINTE**  
 WINTER GARDEN, FLORIDA

PROJ. NO.: 1145.00  
 SCALE: 1"=40'-0"  
 DATE: 11-21-11  
 SHEET NO.: **LA-2**



**PLANT SCHEDULE**

TREES	CODE	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS	GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	CONT	REMARKS
	LM	Lagerstroemia lamarckii "Mascotte"	Multi-Trunk Lavender Crape Myrtle	30 gal	7'-8"	3-5 MAIN TRUNKS, LAVENDER		LD	Lonicera chlorostemata "Plant"	Lonicetum	3 gal @ 32" oc		COMPACT VARIETY
	LS	Lagerstroemia indica "Witcher"	Crape Myrtle Standard	45 gal	3'CA	12'-14" C-1" SINGLE TRUNK, WHITE		MU	Muhlenbergia capillaris	Pink Muhly	1 gal @ 24" oc		
	LJ	Lagerstrum japonicum	Japanese Frost	8 x 8	10' x 10'	3-5 MAIN TRUNKS, WELL DEVELOPED FORM, 3" CLEAR TRUNK		RD	Rosa Rastko "Kisschild"	Double Knockout Rose	3 gal @ 32" oc		DOUBLE FED
	MS	Magnolia grandiflora D.D. Blanchard	Southern Magnolia	65 gal	4'CA	12'-14" WELL DEVELOPED PYRAMICAL FORM, SPFC QUALITY		TM	Tracheloglossum aristatum	Dwarf Anselm Jasmine	1 gal @ 18" oc		
	PE	Pinus strobus	Slash Pine	25 gal	3"	12" O.A. SINGLE LEADER TREE, LOBBLY FINE MAY BE SUBSTITUTED		TF	Triplaris floridana	Dwarf Parrottree	3 gal @ 32" oc		
	QV	Quercus virginiana	Southern Live Oak	100 gal or RFG 8MB	5'CA	16'-18" SINGLE STRAIGHT TRUNK, WELL DEVELOPED CANOPY		VOM	Viburnum coccineum "Mrs. Stikens Design"	Mrs. Stikens Delight Viburnum	3 gal @ 32" oc		
	QVA	Quercus virginiana	Southern Live Oak	200 gal or RFG 8MB	7'-8"CA	20'-12" 6" CLEAR TRUNK OR 8MB / RFG		ZP	Zinnia peruviana	Cocotte	3 gal @ 32" oc		
	AD	Asclepias tuberosa	Phlox-like Asclepias	3 gal				MLCH	Mulch - 1" Fine Bark Nuggets		mulch		1" DIA. 1" DEEP, 3" DEEP LAYER, 1" OR TREES
	VO	Viburnum coccineum	Sweet Viburnum	7 gal				SOD	Zoysia "Empire"	Empire Zoysia	soil		SOLID SOD
	DT	Dianella bartramiae	Blueberry Flax Lily	1 gal @ 18" oc				SOD2	Paspalum notatum	Argentine Tula Seed	soil		SCAURED SEED W/ NURSERY GRASS
	HP	Hemerocallis philoxeroides	Frie Day	3 gal @ 32" oc									
	JM	Jasminum multiflorum	Dorothy Jasmine	3 gal @ 32" oc									
	LGM	Lantana camara "Gold Mound"	Gold Mound Lantana	1 gal @ 18" oc									



1 TYPICAL STREET TREE PLANTING DETAIL (SEE PLAN AND SPECIFICATIONS)

REVISIONS		
DATE	BY	DESCRIPTION
XXX	PLV	XXXX

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**LANDSCAPE PLAN**  
**CARRIAGE POINTE**  
WINTER GARDEN, FLORIDA

PROJ. NO.: 1145.00  
SCALE: 1"=20'-0"  
DATE: 11-21-11  
SHEET NO.: **LA-3**



# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 • (407) 656-4111

# STAFF REPORT

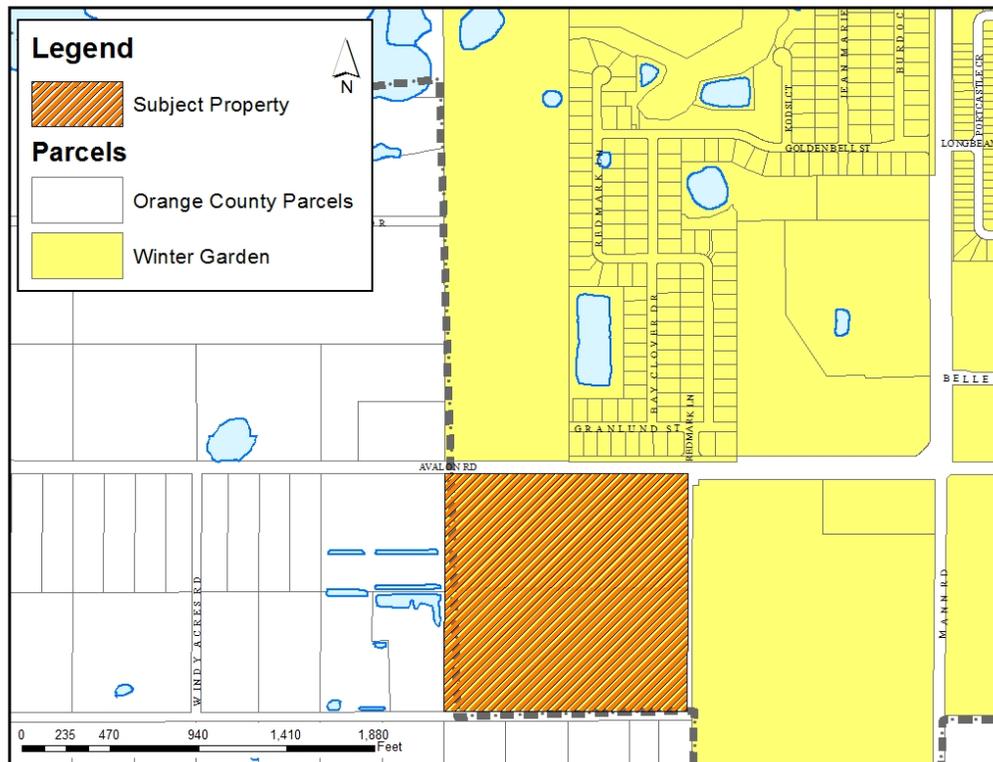
**TO:** PLANNING AND ZONING COMMITTEE  
**PREPARED BY:** ALEJANDRA FAZEKAS, PLANNER I  
**DATE:** JANUARY 3, 2012  
**SUBJECT:** REZONING  
**Avalon Road (37.8+/- ACRES)**  
**PARCEL ID # 06-23-27-4284-04-010**

**APPLICANT:** TAYLOR MORRISON OF FLORIDA, INC.

### INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property, located on the south west corner of the intersection of Avalon Road and Davenport Road, is approximately 37.8± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits.



The applicant is requesting to rezone 37.8± acres of land. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation NZ, which means that the property has not yet been zoned since it was annexed into the City of Winter Garden in September 2007 by Ordinance 07-28. The subject property is designated Suburban Residential on the Future Land Use Map of the Comprehensive Plan (see attached map).

#### **EXISTING USE**

The subject property does not presently contain any structures and is agricultural use (planted pine trees).

#### **ADJACENT LAND USE AND ZONING**

The properties located to the north are a vacant property of 39.45 ± acres zoned NZ in the City and Carriage Pointe PUD. The properties located to the south are in unincorporated Orange County and are large-lot (e.g., 1 to 5 acres) single-family homes and vacant properties currently zoned A-1. The property to the east is Alexander Ridge, an undeveloped PUD with 72.54 ± acres. The properties to the west are Green Machine with 9.55 ± acres and Hodges Green Houses, Inc with 4.86 ± acres.

The subject property as well as some of the surrounding properties are located within the JPA expansion area as adopted by the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden dated January 24, 2007. Additionally, the subject property as well as many properties in the area (a total of 596 acres) were annexed into the City of Winter Garden by Ordinance 07-34. At the time the properties were annexed into the City they were not assigned zoning or future land use designation in the City of Winter Garden.

#### **PROPOSED USE**

The applicant proposes to develop the 37.8 ± acre site into a residential planned unit development containing 90 single-family dwelling units. The density shall be between 1 to 4 units per acres maximum as specified in the Joint Planning Agreement. The proposed neighborhood will be a private community with a gross residential density of 2.43 du/ac. The proposed neighborhood will have a park, three retention ponds, and a multipurpose trail.

The applicant proposes to construct the project in two phases of development with approximately 55 lots in phase 1 and 35 lots in phase 2. The proposed project will have 47 lots of 65'x120' and 43 lots of 75'x120'.

The proposed project will be required to submit and receive approval for a PUD ordinance. This PUD will designate the lot sizes, open space, density, amenities, and general utility locations for each project.

#### **PUBLIC FACILITY ANALYSIS**

### **Potable Water, Reclaimed Water, and Wastewater Services**

Per the Sixth Amendment to the Joint Planning Area Agreement between Orange County and the City of Winter Garden, the project area will be served by the City of Winter Garden for water, reclaimed water, and wastewater. At such time that the property is developed, all necessary utility lines will be extended and connections made, all extension and connection costs shall be borne by the property owner. The potable water and wastewater service demands shall be calculated in accordance with the LOS Standards, listed in Policy 4-1.1.1 of the Public Facilities Element included in the City of Winter Garden Comprehensive Plan, and Section 78-60 of the City Code of Ordinances, which require 350gal./day/ERU for water and 250gal./day/ERU for wastewater.

### **Stormwater**

The stormwater facilities designed to service the proposed development will meet or exceed the LOS Standards stated in Policy 4-1.1.1 of the Public Facilities Element included in the City of Winter Garden Comprehensive Plan. In addition, the stormwater facilities will be designed to meet the rules and regulations required of SJRWMD and FDEP.

### **Common Recreation and Open Space**

The proposed development will have ± 11.8 acres of open space, consisting of three retention areas, 100' natural buffer space, and a park in compliance with the City of Winter Garden Comprehensive Plan Future Land Use Element Policies 1-3.1.7 and 1-3.1.8 providing no less than 25% Wekiva Study Area Open Space and 5% of the gross developable area set aside for passive, dry-land recreational use. The developer will purchase 0.50 acres from the City Recreation Fund in accordance with Chapter 110, Article V, Division 2 of the City Code of Ordinances to fulfill the 5% recreational facilities requirement.

All of the common recreation and open space will be maintained by a homeowner's association and available to the residents. The developer shall establish a homeowner's association in accordance with Chapter 720, Florida Statutes and having governing documents in compliance with Chapter 110 of the City of Winter Garden Code of Ordinances.

### **Environment**

The subject property is located within the Wekiva Study Area Resource Protection Overlay. The developers are required to provide a minimum of 25% of the gross developable area as Wekiva Open Space as stated in Policies 1-3.1.7 and 1-3.1.8 of the Future Land Use Element included in the City of Winter Garden Comprehensive Plan.

### **Transportation**

A 60 ft half right-of-way south of the centerline of Avalon Road shall be conveyed to the City of Winter Garden via fee simple warranty deed (for 120 ft wide future overall right-of-way width). All streets within the property will be private and shall be conveyed to and maintained by a homeowner's association.

### **Other Services**

The City will provide garbage collection, police protection, and

all other services regularly provided to City of Winter Garden residents including building permits. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

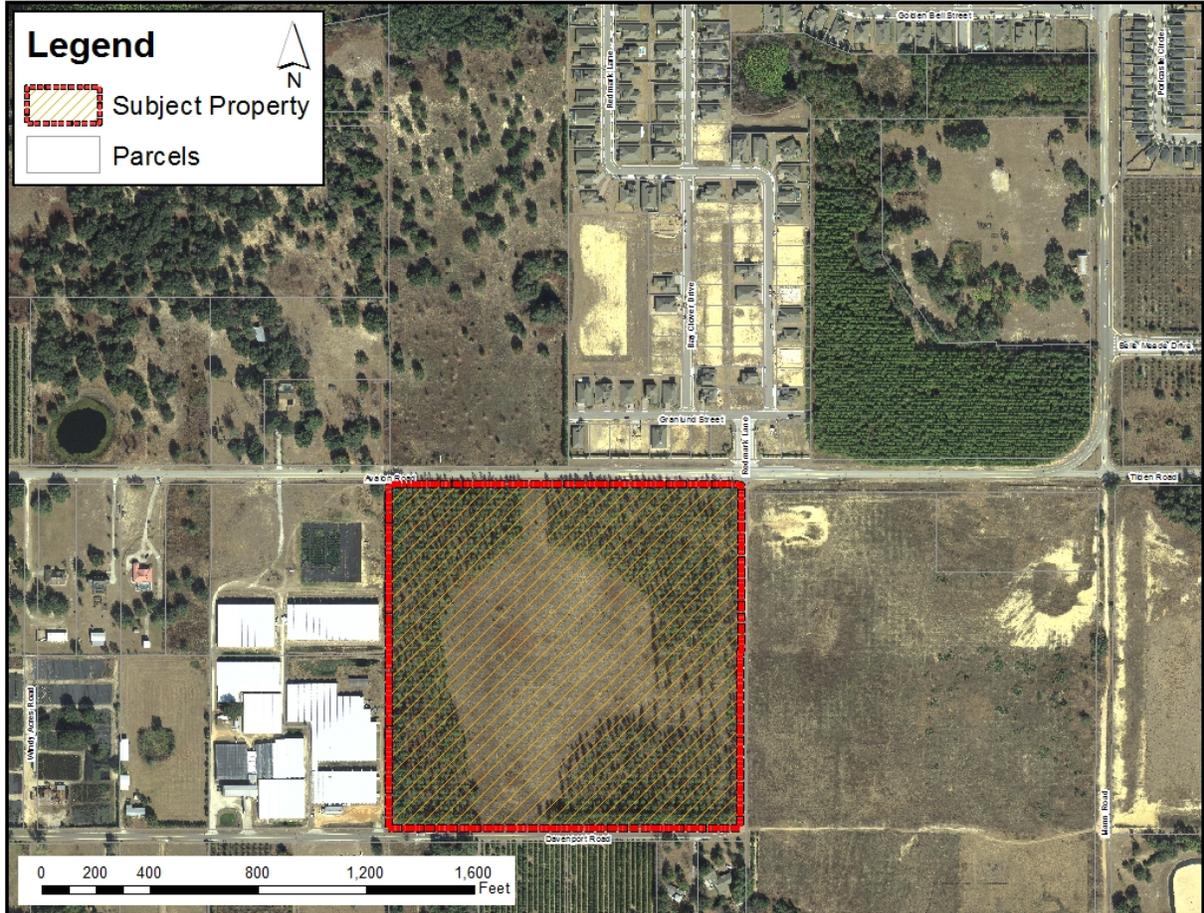
**SUMMARY**

City Staff recommends approval of the proposed Ordinance. Rezoning the subject property from City NZ to City PUD is consistent with the Future Land Use Map of the City's Comprehensive Plan, and is consistent with the trend of development in the area.

The proposed development of the subject property is consistent with the policies of the City's Comprehensive Plan and the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden which requires that rezoning applications or development plans for properties located within the JPA expansion area must be processed as Planned Unit Developments.

MAPS

AERIAL PHOTO  
Carriage Pointe Reserve

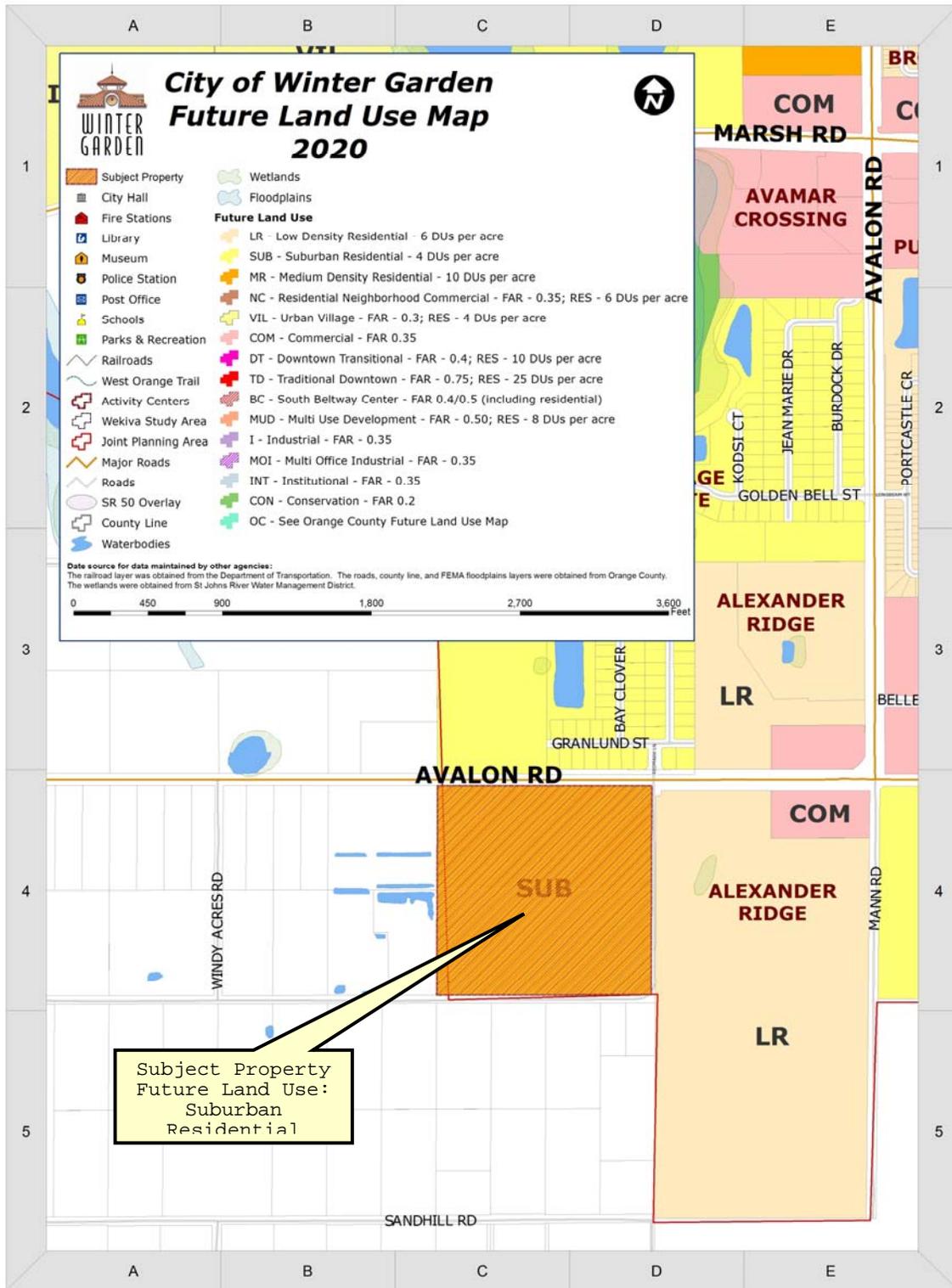


# ZONING MAP

## Carriage Pointe Reserve



# FUTURE LAND USE MAP Carriage Pointe Reserve



SITE PHOTOS  
Carriage Pointe Reserve



AVALON ROAD





DAVENPORT ROAD



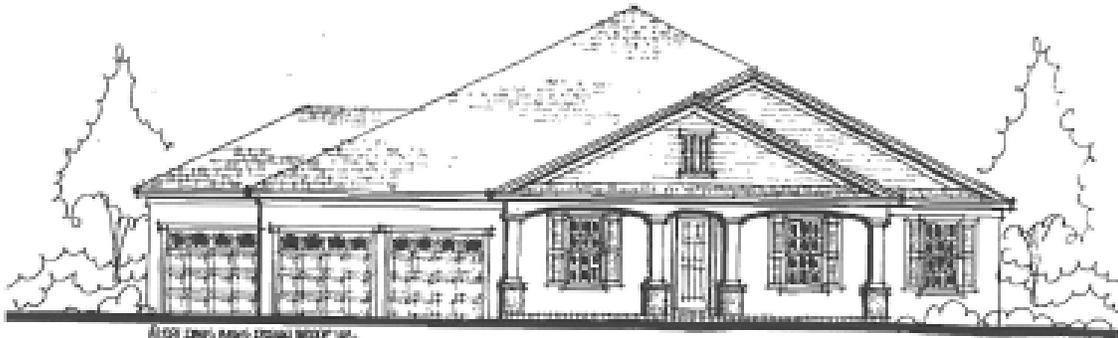
PROPOSED ELEVATIONS  
65 FT LOTS BUILDING ELEVATIONS EXAMPLES  
Carriage Pointe Reserve







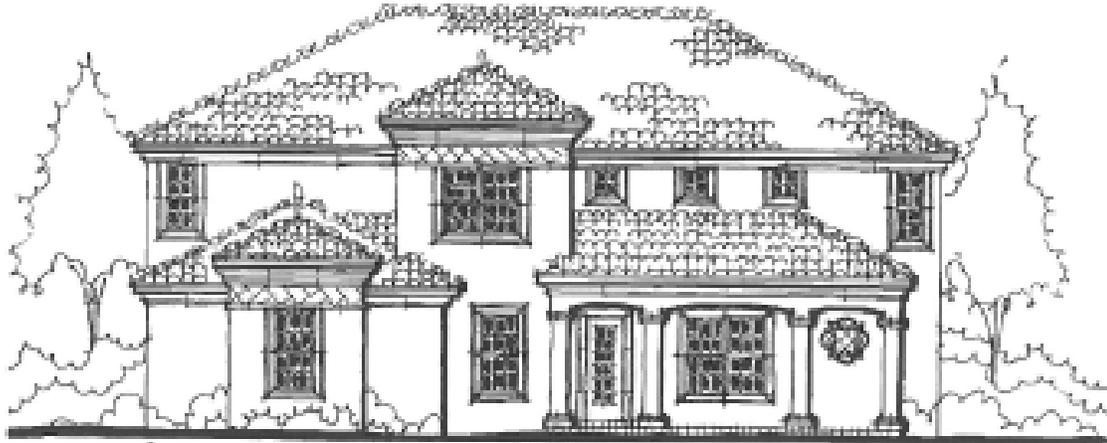
PROPOSED ELEVATIONS  
75 FT LOTS BUILDING ELEVATIONS EXAMPLES  
Carriage Pointe Reserve



© 2011 TAYLOR MORRISON NORTH GROUP, INC.  
**RICHLAND** 'A'  
TAYLOR MORRISON NORTH @ INDEPENDENCE 10-05-11



© 2011 TAYLOR MORRISON NORTH GROUP, INC.  
**HUNTINGTON** 'A'  
TAYLOR MORRISON NORTH @ INDEPENDENCE 10-05-11



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**GARRISON 'C'**

TAYLOR MORRISON NORTH & INDEPENDENCE 10-05-11



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**BISHOP 'C'**

TAYLOR MORRISON NORTH & INDEPENDENCE 10-15-11

**END OF STAFF REPORT**

# PLANNED UNIT DEVELOPMENT PRELIMINARY PLAN

A PLANNED UNIT DEVELOPMENT IN THE CITY OF WINTER GARDEN, FLORIDA

# CANTERO PROPERTY

PARCEL ID. NUMBER: 06-23-27-4284-04-010

NOVEMBER 2011

## LEGAL DESCRIPTION

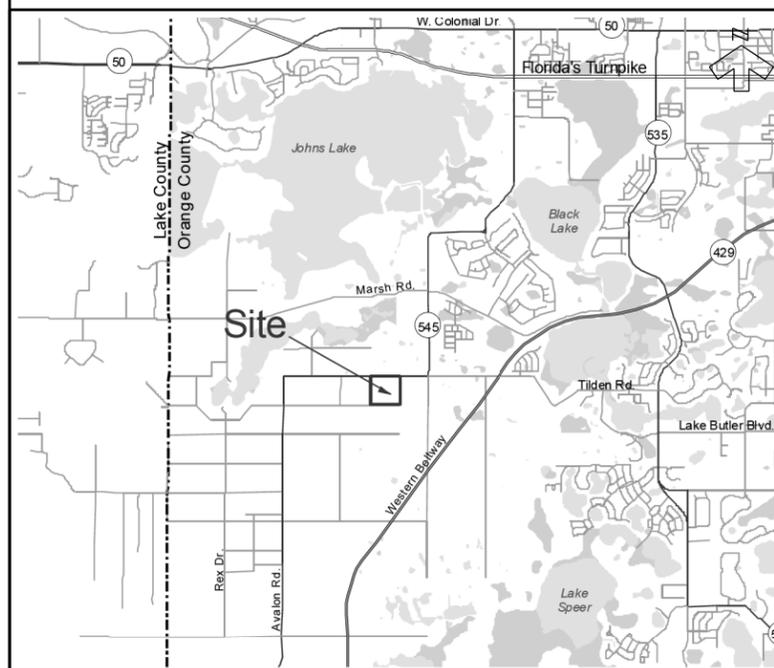
(PER WARRANTY DEED AS RECORDED IN ORB 8789, PG 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA)

TRACTS ONE-D, TWO-D, FIFTEEN-D AND SIXTEEN-D, OF LAKE AVALON GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "H", PAGE 24, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CONTAINING +/- 37.78 ACRES.

## PROJECT DESCRIPTION

A 90 UNIT SINGLE FAMILY PLANNED UNIT DEVELOPMENT.



SITE LOCATION

PREPARED FOR  
**TAYLOR MORRISON  
OF FLORIDA, INC.**

151 SOUTHHALL LANE  
SUITE 200

MAITLAND, FLORIDA 32751  
CONTACT: JONATHAN WHITE  
PHONE: (321) 397-7523

### OWNER/APPLICANT

TAYLOR MORRISON OF FLORIDA, INC.  
151 SOUTHHALL LANE, SUITE 200  
MAITLAND, FLORIDA 32751  
PHONE: (321) 397-7523  
CONTACT: JONATHAN WHITE

### ENGINEER/SURVEY/ENVIRONMENTAL

BOWYER-SINGLETON & ASSOCIATES, INC.  
520 SOUTH MAGNOLIA AVE.  
ORLANDO, FLORIDA 32801  
PHONE: (407) 843-5120  
CONTACT: SCOTT STEARNS, P.E.

### GEOTECHNICAL ENGINEER

YOVAISH ENGINEERING SCIENCES, INC.  
953 SUNSHINE LANE  
ALTAMONTE SPRINGS, FLORIDA 32714  
PHONE: (407) 774-9383  
CONTACT: DOUG YOVAISH

### TRAFFIC ENGINEER

LUKE TRANSPORTATION ENGINEERING  
CONSULTANTS, INC.  
29 EAST PINE STREET  
ORLANDO, FLORIDA 32828  
PHONE: (407) 423-8055  
CONTACT: J. ANTHONY LUKE, P.E.

### LANDSCAPE ARCHITECT

PAUL VERLANDER  
706 TURNBULL AVENUE  
SUITE 201  
ALTAMONTE SPRINGS, FLORIDA 32701  
PHONE: (407) 834-4104  
CONTACT: PAUL VERLANDER

## TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PD PRELIMINARY PLAN
3	BOUNDARY SURVEY & EXISTING CONDITIONS PLAN
HS-1	HARDSCAPE PLAN
HS-2	ENTRY HARDSCAPE PLAN
LA-1 - LA-3	LANDSCAPE PLANS

THIS IS TO CERTIFY THAT THE ROADWAY CONSTRUCTION PLANS AND SPECIFICATIONS AS CONTAINED HEREIN WERE DESIGNED TO APPLICABLE STANDARDS AS SET FORTH IN THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" AS PREPARED BY FLORIDA DEPARTMENT OF TRANSPORTATION.



FLORIDA  
WINTER GARDEN  
CANTERO PROPERTY  
CORPORATE OFFICE - 520 SOUTH MAGNOLIA AVENUE - ORLANDO, FLORIDA 32801  
407-843-5120 - ENGINEERING BUSINESS - 1221  
Fullsize.tbl

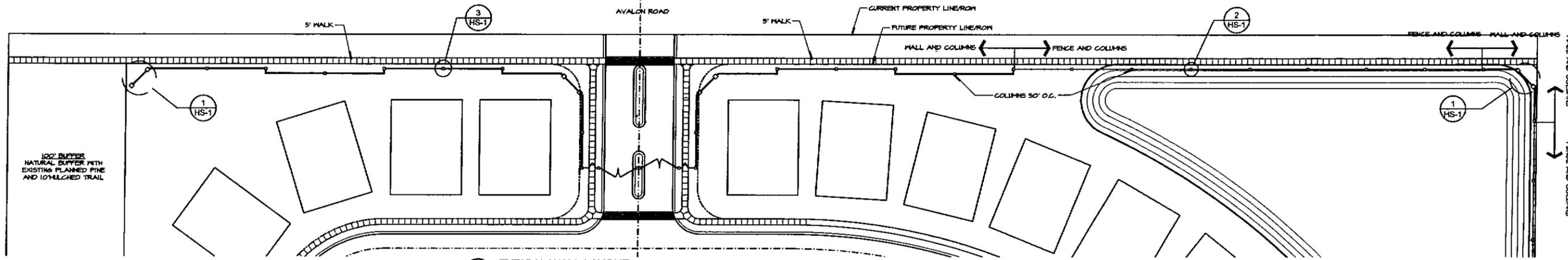
REVISIONS	DESCRIPTION
DATE	BY

CONTRACTOR "AS-BUILT'S" were furnished hereby state that these "As-Built's" were reviewed by me or an employee under my direct supervision have reviewed these "As-Built's" and believe them to be in compliance with my knowledge of what was actually observed on site.  
Contractor's Name: \_\_\_\_\_  
Engineer: \_\_\_\_\_  
Not valid without the signature and the original raised seal of a Florida Registered Engineer.

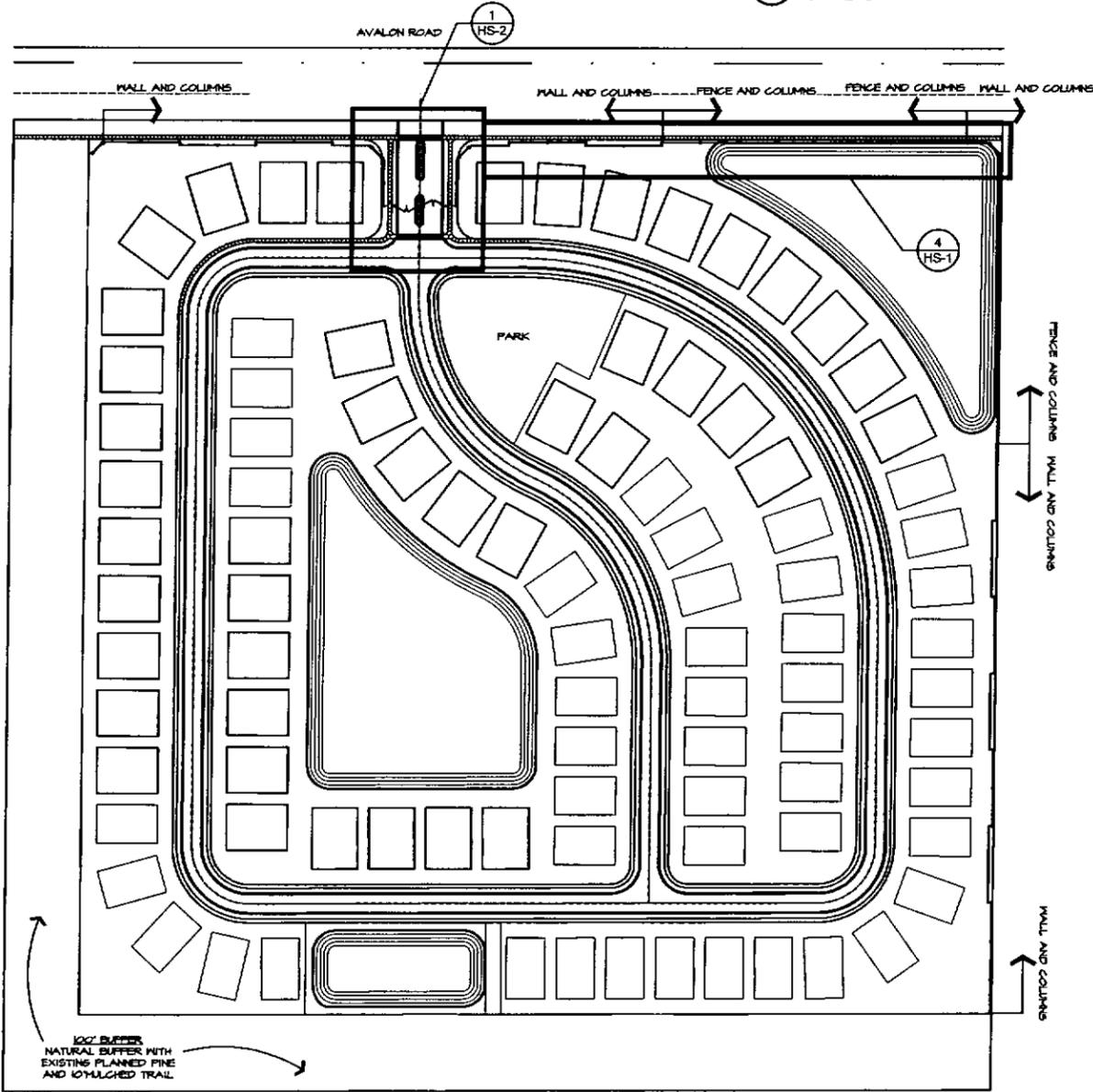
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DESIGNED	NGC
CHECKED	MSS
SCALE	N/A
PROJECT NO.	CAN/PUD
FILE NAME	CAN/PUDcover
SHEET	1 OF 3



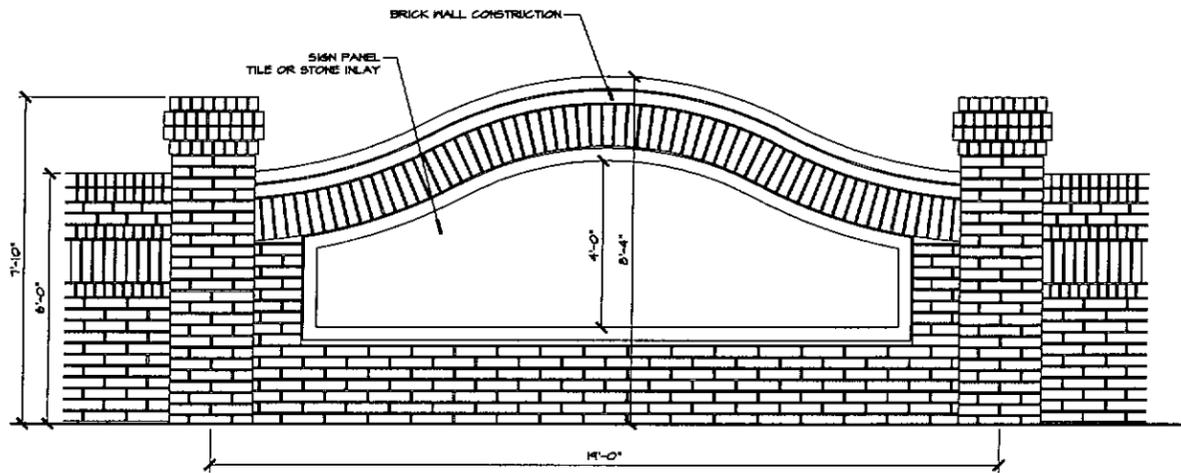




4 TYPICAL WALL LAYOUT  
1" = 48'-0"

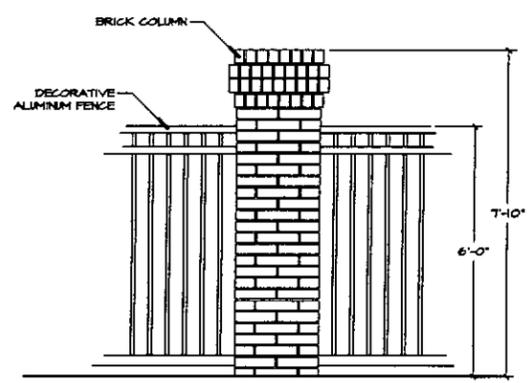


OVER ALL SITE PLAN  
1" = 180'-0"



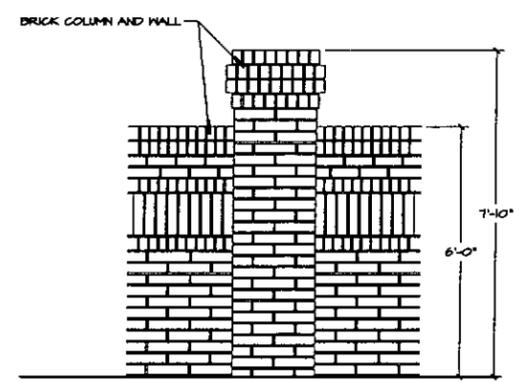
1 CANTERO SIGN WALL  
1/2" = 1'-0"

W1-23



2 FENCE AND COLUMN DETAIL  
1/2" = 1'-0"

F-83



3 WALL AND COLUMN DETAIL  
1/2" = 1'-0"

W1-24



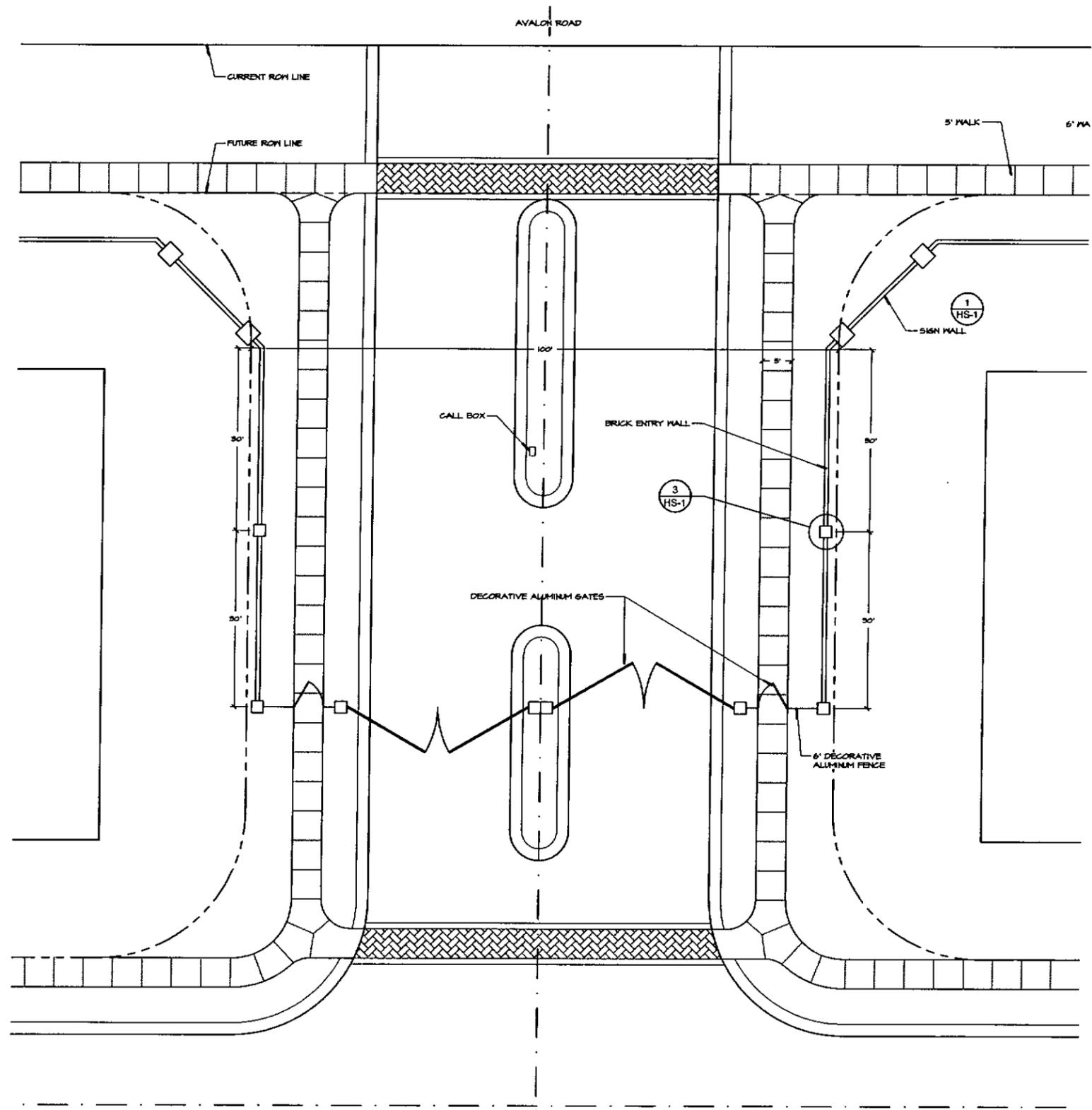
REVISIONS			
DATE	BY	DESCRIPTION	
XXX	PLV	XXXXX	

**PAUL L. VERLANDER**  
 Landscape Architect  
 706 Turnbull Avenue, Suite 201  
 Alamosa Springs, FL 32701  
 Email: pverlander@aol.com  
 Phone: (407) 834-4104  
 Fax: (407) 834-3919  
 Website: www.paulverlander.com

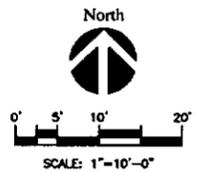
PAUL L. VERLANDER, A.S.L.A.  
 License No. LA0000546

**HARDSCAPE PLAN**  
**CARRIAGE POINTE**  
 WINTER GARDEN, FLORIDA

PROJ. NO.: 1145.00  
 SCALE: AS SHOWN  
 DATE: 11-21-11  
 SHEET NO: **HS-1**



1 ENTRY HARDSCAPE PLAN  
1" = 10'-0"



REVISIONS			
DATE	BY	DESCRIPTION	
XXX	PLV	XXXXX	

**PAUL L. VERLANDER**  
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PAUL L. VERLANDER, ASLA  
License No. LA0000546

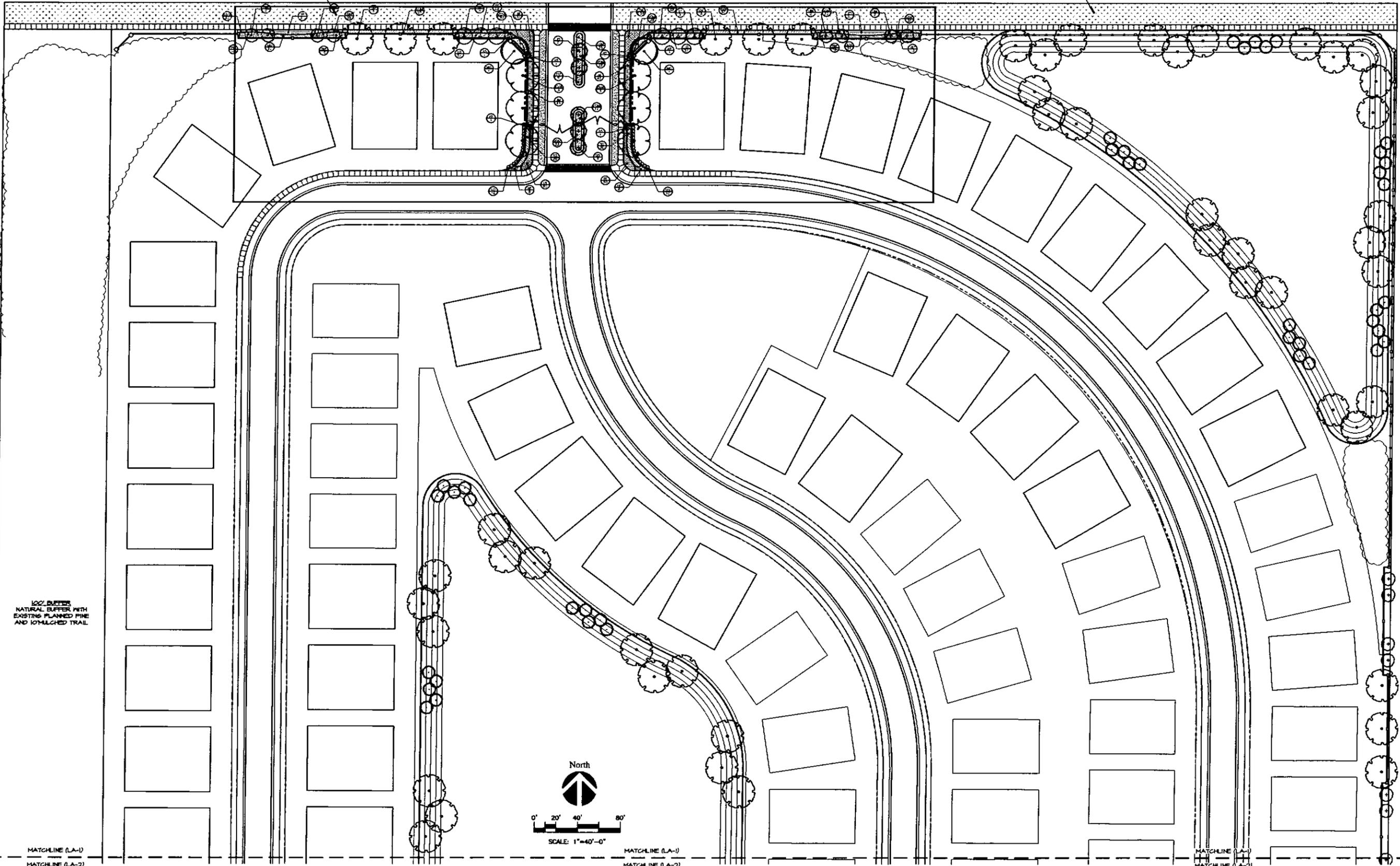
**ENTRY HARDSCAPE PLAN**  
**CARRIAGE POINTE**  
WINTER GARDEN, FLORIDA

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SHEET NO: **HS-2**

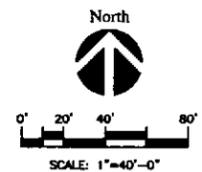
UNIRRIGATED ARGENTINE BAHIA SOD IN ROW

REFER TO SHEET LA-3 FOR ENTRY

UNIRRIGATED ARGENTINE BAHIA SOD IN ROW



100' BUFFER  
NATURAL BUFFER WITH  
EXISTING PLANNED PINE  
AND MULCHED TRAIL



MATCHLINE (LA-1)  
MATCHLINE (LA-2)

MATCHLINE (LA-1)  
MATCHLINE (LA-2)

MATCHLINE (LA-1)  
MATCHLINE (LA-2)

REFER TO SHEET LA-3 FOR PLANT LIST

REVISIONS			
DATE	BY	DESCRIPTION	
XXX	PLV	XXXXX	

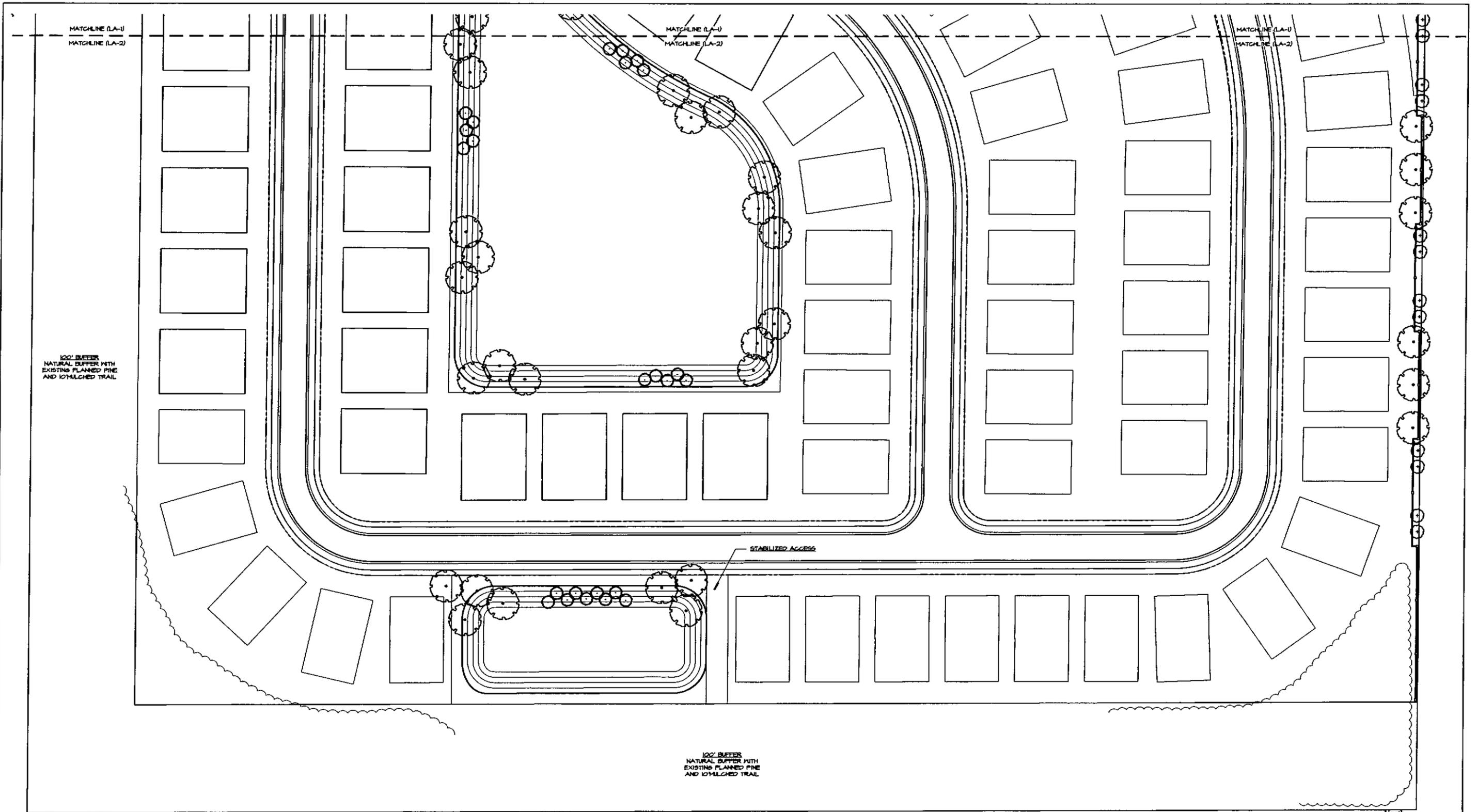
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 License No. LA0000546

**LANDSCAPE PLAN**  
**CARRIAGE POINTE**  
 WINTER GARDEN, FLORIDA

PROJ. NO.: 1145.00  
 SCALE: 1"=40'-0"  
 DATE: 11-21-11  
 SHEET NO: **LA-1**

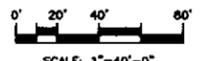


100' BUFFER  
NATURAL BUFFER WITH  
EXISTING PLANNED PINE  
AND 10' WIDGED TRAIL

100' BUFFER  
NATURAL BUFFER WITH  
EXISTING PLANNED PINE  
AND 10' WIDGED TRAIL

STABILIZED ACCESS

North



SCALE: 1"=40'-0"

REFER TO SHEET LA-3 FOR PLANT LIST

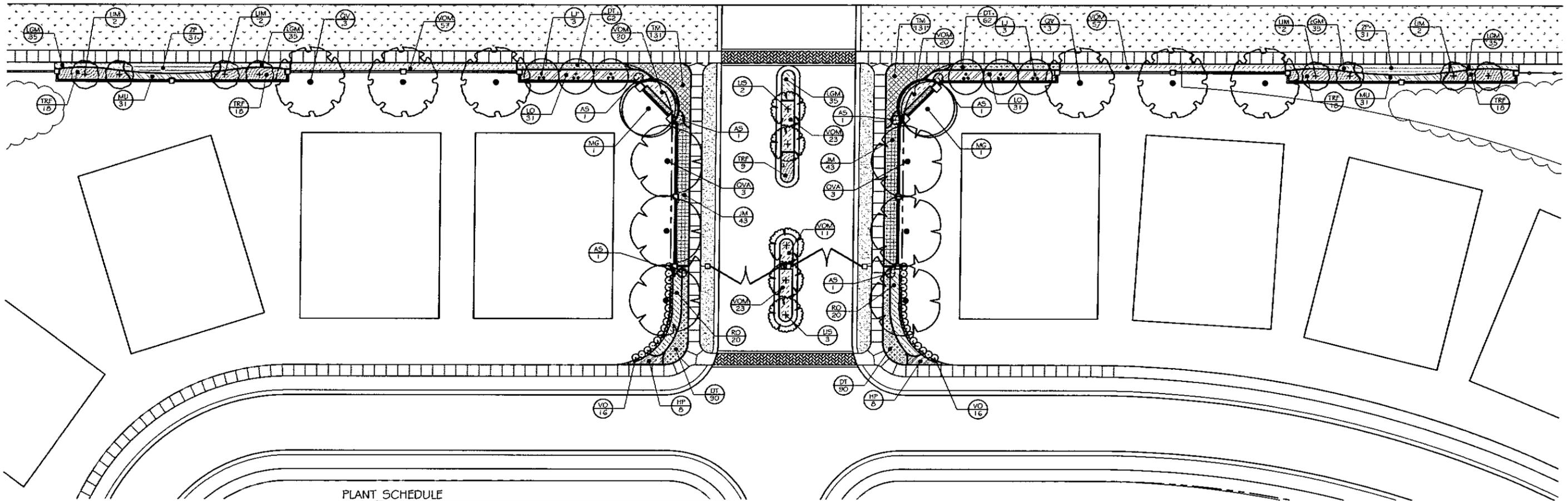
REVISIONS		
DATE	BY	DESCRIPTION
XXX	FLV	XXXXX

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PAUL L. VERLANDER, ASLA  
License No. LA0000546

**LANDSCAPE PLAN**  
**CARRIAGE POINTE**  
WINTER GARDEN, FLORIDA

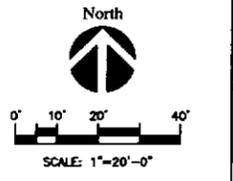
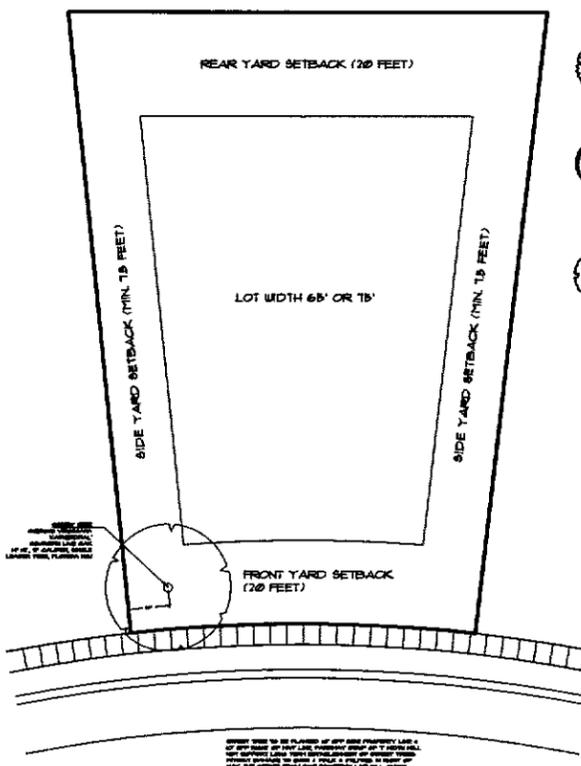
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SCALE: 1"=40'-0"  
DATE: 11-21-11  
SHEET NO:  
**LA-2**



**PLANT SCHEDULE**

TREES	CODE	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
	UM	Lagerstroemia faucon 'Muskogee'	Multi-Trunk Lavender Grape Myrtle	30 gal		7'-8'	3-5 MAIN TRUNKS, LAVENDER
	LIS	Lagerstroemia indica 'Natchez'	Crape Myrtle Standard	45 gal	3" Cal	12'-14'	6'-7' SINGLE TRUNK, WHITE
	LI	Ligustrum japonicum	Japanese Privet	8 & B		10'x10'	3-5 MAIN TRUNKS, WELL DEVELOPED FORM, 3" CLEAR TRUNK
	MG	Magnolia grandiflora D.D. Blanchard	Southern Magnolia	65 gal	4" Cal	12'-14'	WELL DEVELOPED PYRAMIDAL FORM, SPEC QUALITY
	PE	Pinus elliotii	Slash Pine	25 gal	3"	12' O.A.	SINGLE LEADER TREE, LOBLOLLY PINE MAY BE SUBSTITUTED
	QV	Quercus virginiana	Southern Live Oak	100 gal or RFG B4B	5" Cal	16'x8'	SINGLE STRAIGHT TRUNK, WELL DEVELOPED CANOPY
	QVA	Quercus virginiana	Southern Live Oak	200 gal or RFG B4B	7'-8" Cal	20'-12'	6" CLEAR TRUNK OR B4B / RFG
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	CONT	REMARKS		
	AS	Acca sellowiana	Pineapple Guava	3 gal			
	VO	Viburnum odoratissimum	Sweet Viburnum	7 gal	36"x30" O.A., 36" oc		
SHRUB AREAS	CODE	BOTANICAL NAME	COMMON NAME	CONT	REMARKS		
	DT	Dianella tasmanica	Blueberry Flax Lily	1 gal @ 18" oc			
	HP	Hamelia patens	Fire Bush	3 gal @ 30" oc			
	JM	Jasminum multiflorum	Downy Jasmine	3 gal @ 36" oc			
	LGM	Lantana camara 'Gold Mound'	Gold Mound Lantana	1 gal @ 18" oc			

	LO	Loropetalum chinense 'Plum'	Loropetalum	3 gal @ 36" oc	COMPACT VARIETY
	MU	Muhlenbergia capillans	Pink Muhly	1 gal @ 24" oc	
	RO	Rosa Radtko 'Knockout'	Double Knockout Rose	3 gal @ 36" oc	DOUBLE RED
	TM	Trachelospermum asiaticum	Dwarf Asiatic Jasmine	1 gal @ 18" oc	
	TRF	Trysacum Rondara	Dwarf Fakahatchee	3 gal @ 36" oc	
	VOM	Viburnum obovatum 'Mrs. Shillers Delight'	Mrs. Shillers Delight Viburnum	3 gal @ 30" oc	
	ZP	Zama pumila	Cookia	3 gal @ 30" oc	
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	CONT	REMARKS
	MULCH	Mulch - Pine Bark Nuggets	mulch		1" DIA. 4" DOWN, 3" DEEP LAYER, 1" ON TREES
	SOD	Zoysa 'Empire'	Empire Zoysa	sod	SOLID SOD
	SOD2	Paspalum notatum	Argentine Bahua Seed	sod	SCARIFIED SEED W/ NURSE GRASS



1 TYPICAL STREET TREE PLANTING DETAIL. SEE PLAN FOR FULL AND 3-DIMENSIONAL LAYOUT FROM THE STREET TO THE CURB AND FROM THE CURB TO THE SIDEWALK AND FROM THE SIDEWALK TO THE PROPERTY LINE. SEE PLAN FOR FULL AND 3-DIMENSIONAL LAYOUT FROM THE STREET TO THE CURB AND FROM THE CURB TO THE SIDEWALK AND FROM THE SIDEWALK TO THE PROPERTY LINE. SEE PLAN FOR FULL AND 3-DIMENSIONAL LAYOUT FROM THE STREET TO THE CURB AND FROM THE CURB TO THE SIDEWALK AND FROM THE SIDEWALK TO THE PROPERTY LINE.

REVISIONS		
DATE	BY	DESCRIPTION
XXX	PLV	XXXXX

**PAUL L. VERLANDER**  
 Landscape Architect  
 706 Turzball Avenue, Suite 201  
 Altamonte Springs, FL 32707  
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 Fax: (407) 834-2919  
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**LANDSCAPE PLAN**  
**CARRIAGE POINTE**  
 WINTER GARDEN, FLORIDA

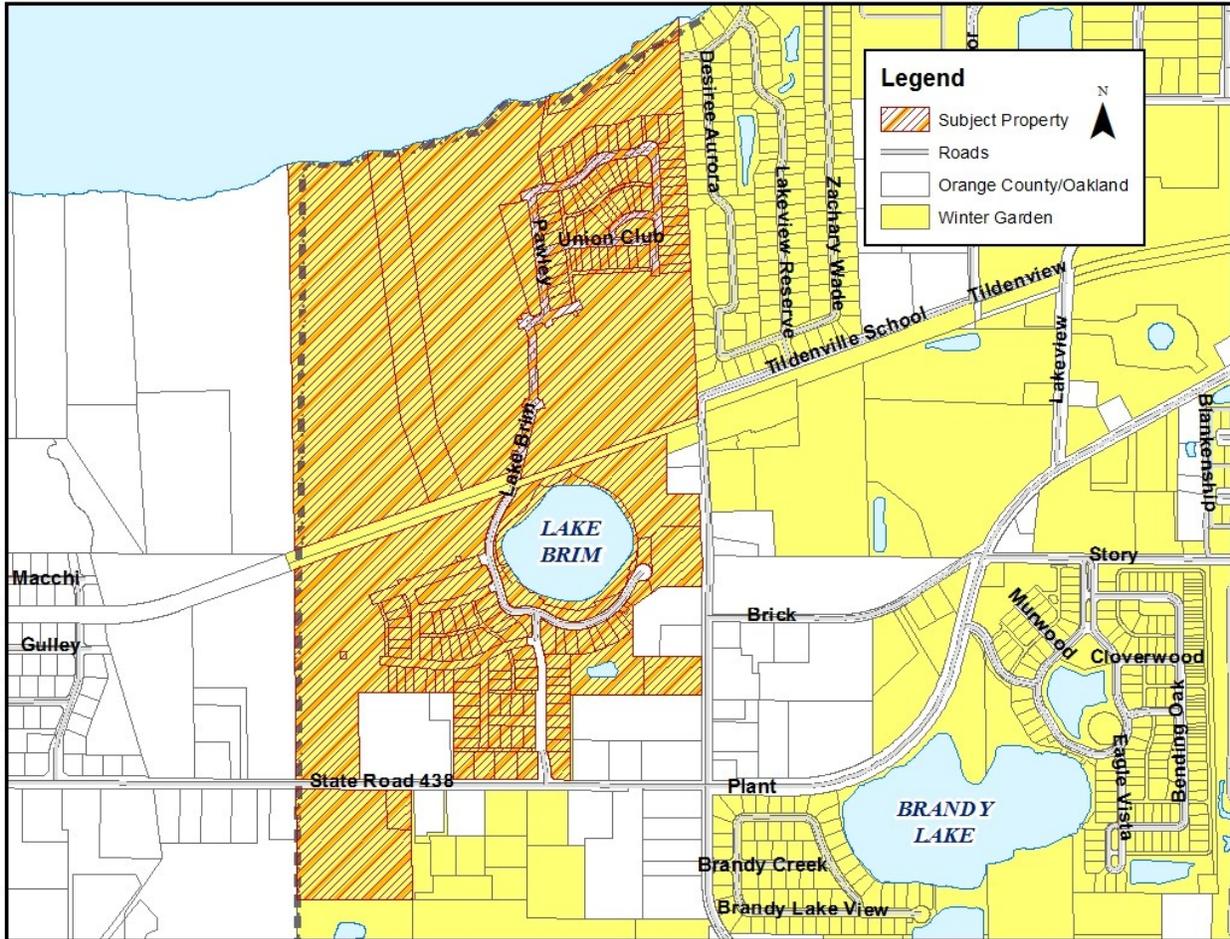
PROJ. NO.: 1145.00  
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 DATE: 11-21-11  
 SHEET NO.: **LA-3**



# LOCATION MAP

Ordinance 12-08

Oakland Park - PUD Amendment



## ORDINANCE 12-08

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION II AND SECTION IV OF ORDINANCE 05-26 OAKLAND PARK PUD; AMENDING THE LOT SIZE MIXTURE, PHASING AND AMENITY SCHEDULE AND ALLOWING FOR 35 ADDITIONAL DWELLING UNITS ON APPROXIMATELY 189.9 +/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF TILDENVILLE SCHOOL ROAD, SOUTH OF LAKE APOPKA, AND EAST OF THE TOWN OF OAKLAND; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR NON SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Oakland Park PUD)

**WHEREAS**, on May 26, 2005 the City Commission of the City of Winter Garden approved Ordinance 05-26, which rezoned approximately 189.9± acres of certain real property now commonly known as Oakland Park from City R-1 and County A-1 to City PUD, which such real property is generally described in Exhibit "A" attached hereto (sometimes herein referred to as the "Oakland Park PUD property" or "subject property"); and

**WHEREAS**, the property owner, Castle & Cooke, Florida, Ltd. has requested to amend the approved PUD Plan for the Oakland Park PUD, amending the lot mixture, phasing and amenity schedule and allowing for 35 additional dwelling units; and

**WHEREAS**, Ordinance 05-26 allows for amendments to the Ordinance to be achieved by Ordinance of the City Commission; and

**WHEREAS**, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the adoption of this Ordinance and the proposed amendment to the Oakland Park PUD Plan is consistent with the City of Winter Garden Comprehensive Plan, and the City of Winter Garden Code of Ordinances, therefore;

### **BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

#### **SECTION 1:** *Amendments to Ordinance 05-26*

- a. Exhibit "B" (the Conceptual Plan created by Glatting Jackson Kercher Anglin Lopez Rinehart, Inc.) referenced in Section 2a, Section 2d, Section 2h, Section 2i, and Section 2k of Ordinance 05-26 is deleted and replaced with the Oakland Park Planned Unit Development Amendment to the Approved PUD attached

hereto as Exhibit "B."

- b. Section 2k (Meadow Marsh Bed and Breakfast) of Ordinance 05-26 is deleted and replaced with the following:

The existing building ("Meadow Marsh") located at 940 Tildenville School Road has historically existed as a Bed and Breakfast. In addition to a Bed and Breakfast, Meadow Marsh will be available for the permitted and special exception uses identified on page 57 of Exhibit "B". A site plan must be submitted and approved by the City prior to the conversion from a Bed and Breakfast to any other land use. It is the intent of this PUD to continue the appearance, size, and architectural style of the existing building at in the same historical state as it exists at the date of this Ordinance. Any expansion of the Meadow Marsh building for additional square footage space or any major redesign of the site will require a Special Exception Permit and must comply with the R-NC setback requirements.

- c. Section 2m (Granny Flats) of Ordinance 05-26 is deleted and replaced with the following:

**Granny Flats**-Up to 35% of the residential units within each phase may be permitted to have accessory apartments or "granny flats" located above a garage. Accessory apartments will be limited to one floor above the garage, not exceeding 800 square feet. To be classified as a "granny flat" the unit must meet all of the following conditions:

- i. Accessory Apartments have an entry that is discrete and separate from the primary house, providing private access to the granny flat.
- ii. Accessory Apartments are metered separately from the primary house.
- iii. Accessory Apartments have a separate, full service kitchen.
- iv. An Accessory Apartment can be rented only if the owner lives in the primary house.
- v. A lot must have at least one additional parking space when the lot includes an Accessory Apartment.

**SECTION 2: General Requirements.** In addition to the conditions and requirements set forth in Ordinance 05-26 as amended by this Ordinance, the following are conditions and requirements for the development of the subject property:

- a. **Staff Conditions**- All development on the 189.9 ± acre Oakland Park PUD property must comply with the following staff conditions:

- (1) All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.

- (2) The Utilities Department will require separate water metering for the “Granny Flats” (or garage apartments) on the final plans that will include additional water/wastewater impact fees based on 1 ERU per “Granny Flat” or garage apartment.
- (3) Minimum width for drainage and utility easements between buildings shall be 30 feet. Narrower easement widths (20 foot minimum width) will be allowed for shallow drainage pipes 12 inch diameter or less. Additional drainage and utility easements will be required adjacent to the proposed rights-of-way for telephone, electrical power, gas and cable TV facilities (10 foot minimum width pursuant to Code).
- (4) Any off-site utilities required to serve the project shall be installed by the Owner with reimbursement by the City if upsizing is requested, as outlined in the Developer’s Agreement. All design and construction shall conform to City requirements for roadways, drainage and utilities including reclaimed water for irrigation.
- (5) Any irrigation on the development shall be designed and constructed to be supplied by reclaimed water – approvals will be required from City, FDEP and SJRWMD for any use of stormwater or water from Lake Apopka for irrigation. This will include installation of reuse water mains (purple pipe) and meters that will initially be supplied by domestic water via a jumper. Reuse mains shall be constructed along project frontage on Oakland Avenue per ordinance. Reuse connection point(s) shall be shown on construction plans; irrigation/reuse plans shall be submitted, reviewed and approved by the City prior to installation. Reuse mains, services and meters shall be required with the initial infrastructure as required by Code.
- (6) Permit approvals from the St. Johns River Water Management District and FDEP are required. The State of Florida shall provide approval for all crossings, etc. of the West Orange Trail prior to construction.

**b. Amendment to Developer’s Agreement.** An amendment to the Developer’s Agreement (recorded on February 22, 2006 in the Public Records of Orange County, Florida at Official Record Book 08492 Page 3431, et. seq.) shall be drafted, executed, approved, and recorded to address the following:

- (1) Improvements to the Plant Street/Oakland Avenue/Tildenville School Road intersection to be made in the future by the City of Winter Garden, with a proportionate share of the cost paid by the owner/developer of Oakland Park PUD property (or its successors and assigns), including the following improvements to such intersection:
  - i. Eastbound (two lane approach)
    - A. Combination Left/Thru Lane
    - B. Separate Right Turn Lane
  - ii. Southbound (single lane away)

- A. One-way northbound away movement
- iii. Westbound (two lane approach)
  - A. Separate Left Turn Lane
  - B. Combination Right/Thru Lane
- iv. Northbound (two lane approach)
  - A. Combination Left/Through Lane
  - B. Separate Right Turn Lane

(2) The traffic signal at the central project access on Oakland Avenue shall be designed, permitted and constructed by the owner/developer prior to issuance of the 450<sup>th</sup> residential building permit or construction of 10,000 or more square feet of non-residential building area (total aggregate) south of Oakland Avenue, whichever occurs first.

**SECTION 3: *Non-Severability.*** Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

**SECTION 4: *Effective Date.*** This Ordinance shall become effective upon adoption at its second reading and the occurrence of the execution and recording of an amendment to the Developer's Agreement required by SECTION 2 b. of this Ordinance.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2012.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2012.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
KATHY GOLDEN, City Clerk

Exhibit "B"

## **COVER PAGE**

# **OAKLAND PARK PLANNED UNIT DEVELOPMENT AMENDMENT TO THE APPROVED PUD**

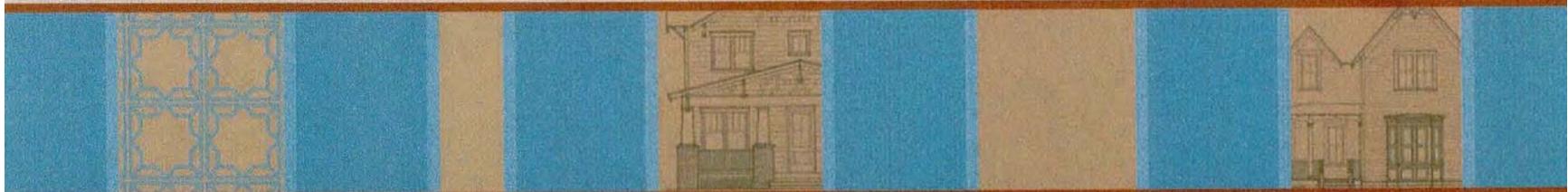
**DECEMBER 14, 2011**

**(72 PAGES - ATTACHED)**

PLANNED UNIT DEVELOPMENT  
AMENDMENT TO THE APPROVED PUD

SUBMITTED TO THE CITY OF WINTER GARDEN  
NOVEMBER, 2009

REVISION DECEMBER, 2011  
REVISION DECEMBER 14, 2011



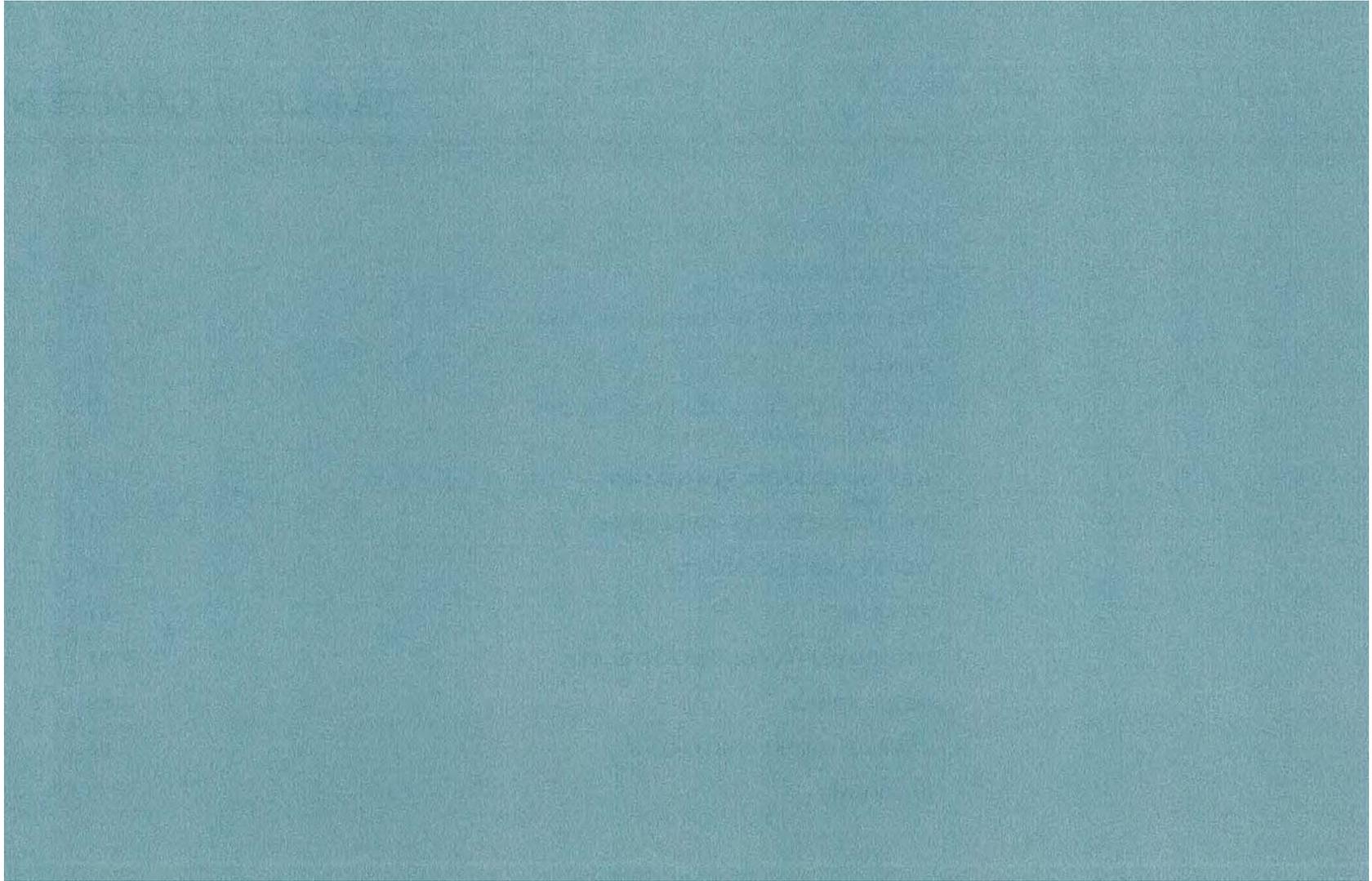
OAKLAND  
EST. 1844  
P·A·R·K



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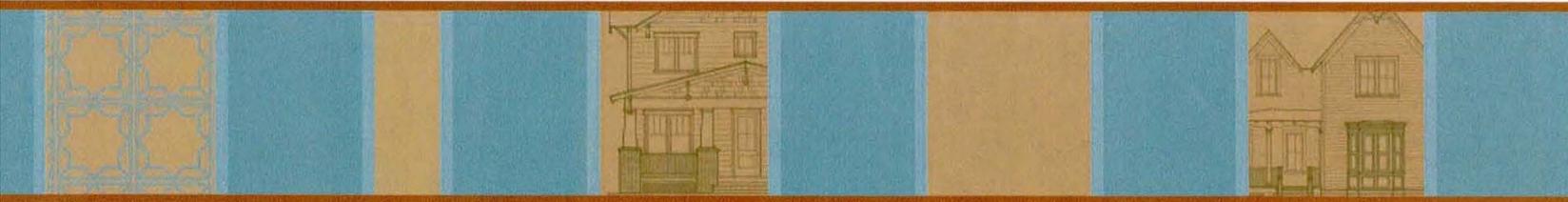
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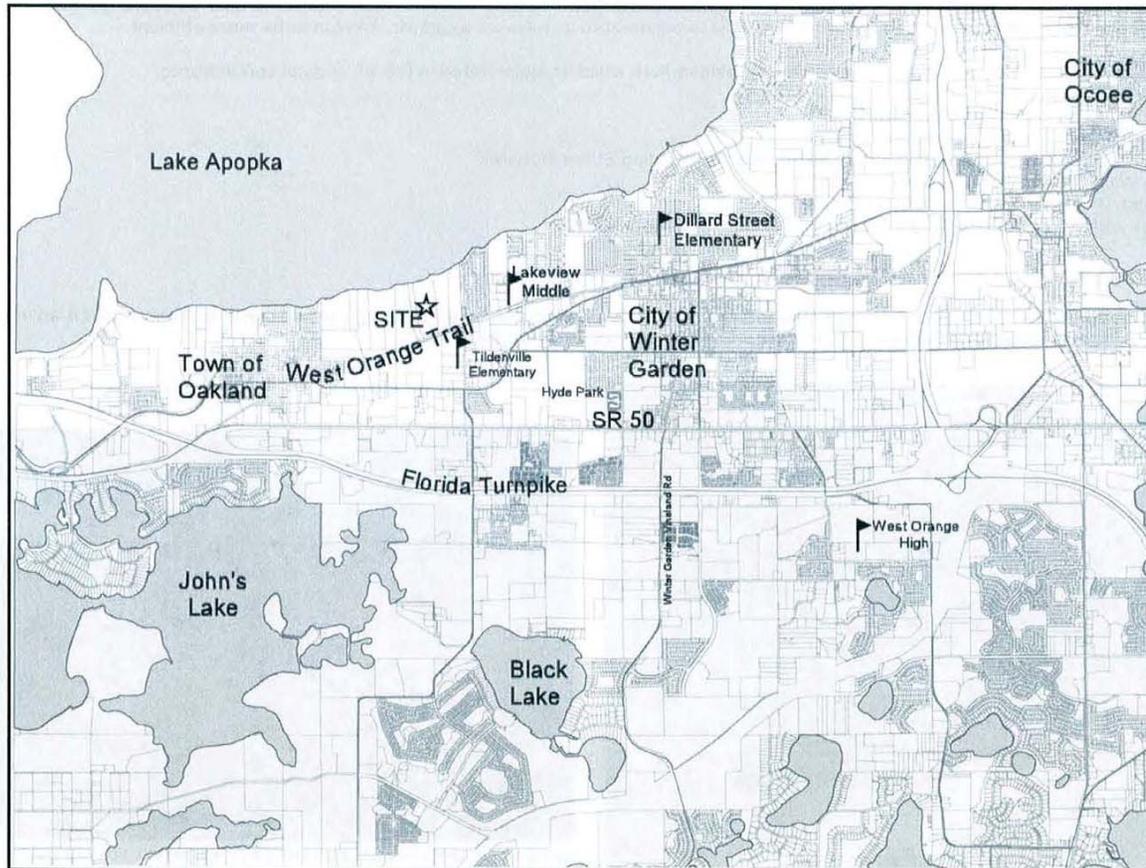
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LOCATION MAP



## THE VISION *for* OAKLAND PARK

The Planned Unit Development for Oakland Park was first submitted to the City of Winter Garden in 2004. Since preparation of the initial PUD submittal for Oakland Park, traditional neighborhoods have undergone a renaissance that has recognized that the value of traditional neighborhoods goes far beyond merely their aesthetics. Done well, traditional neighborhoods foster civic pride, encourage a healthier lifestyle and conserve resources. We also have seen the need to hone the Oakland Park plan in response to the changing economic crisis that is forcing all of us to be smarter in how we make our housing choices. This application is to amend the currently approved Oakland Park PUD to accomplish this as well as adjust the plan to be more efficient.

The changes to the plan remain consistent with the vision for Oakland Park which is enumerated in the six original cornerstones:

- Sensitivity Relate to Neighborhood Communities
- Embrace Lake Apopka's Environmental Restoration
- Provide Connectivity, Both Within Oakland Park and to the Surrounding Street Network
- Celebrate the West Orange Trail
- Provide a Broad, Diverse Mixture of Housing Types
- Build buildings True to the Architectural patterns of Oakland and Winter Garden

### SENSITIVELY RELATE TO NEIGHBORING COMMUNITIES

Oakland Park is nestled between the historic towns of Oakland and Winter Garden. Sharing in the life of these two existing communities is an important aspect of Oakland Park, manifested in the sensitive blending of the community into the existing context.



NATIVE PLANTS ARE USED THROUGHOUT THE COMMUNITY  
THE NEIGHBORING COMMUNITY OF LAKEVIEW RESERVE IS TIED INTO EAST  
SHORE PARK VIA PEDESTRIAN CONNECTION.



OAKLAND PARK 1844 SALES CENTER IS ARCHITECTURALLY IN KEEPING WITH  
THE CHARACTER OF OTHER HOMES ON OAKLAND AVENUE

## THE VISION *for* OAKLAND PARK

### EMBRACE LAKE APOPKA'S ENVIRONMENTAL RESTORATION

Lake Apopka, the fourth largest lake in the State of Florida and a former bass fishing mecca for the United States, is on the way to recovery. When complete, Oakland Park will have restored approximately one half of a mile of shoreline to its native state as part of the community's park system.



RESTORATION OF THE FIRST PHASE OF SHORELINE INVOLVED REMOVING ALL EXOTICS AND REPLANTING WITH THOUSANDS OF NATIVE PLANTS.



LAKE APOPKA ENVIRONMENTAL RESTORATION IN THE FIRST PHASE INCLUDES EAST SHORE PARK.

### PROVIDE CONNECTIVITY, BOTH WITHIN OAKLAND PARK AND TO THE SURROUNDING STREET NETWORK

With multiple street and pathway connections to surrounding neighborhoods in Winter Garden and in Oakland, Oakland Park is part of the community fabric that creates West Orange County. Alternate ways to come into and out of the community minimizes traffic congestion at intersections and offers safe routes for children and adults alike to interact with their neighbors, take advantage of community and neighborhood amenities.



ENTERING FROM OAKLAND AVENUE: ONE OF SEVERAL EVENTUAL CONNECTIONS TO THE EXTERNAL STREET NETWORK.

## THE VISION *for* OAKLAND PARK

### CELEBRATE THE WEST ORANGE TRAIL

The West Orange Trail is now approximately 35 miles long, passing through the heart of Oakland Park. The community embraces the trail as a connection to three neighboring schools, downtown Winter Garden and other parks and activities that are within easy walking and biking distance for residents in the community.



THE QUESINBERRY OAK DEDICATED IN NOVEMBER 2008 IS ADJACENT TO THE WEST ORANGE TRAIL.



THE WEST ORANGE TRAIL AS IT ENTERS OAKLAND PARK.

### PROVIDE A BROAD, DIVERSE MIXTURE OF HOUSING TYPES

A diversity of housing types meant to appeal to families large and small and to a cross section of the community is a key principle of traditional neighborhood design (TND). Oakland Park offers an array of home types including single family homes, townhomes, and cottages.



ALL HOMES LIKE THIS FOLK VICTORIAN HOME ARE REQUIRED TO BE CERTIFIED GREEN BY THE FLORIDA GREEN BUILDING COALITION.



HOMES OVERLOOKING RECIPROCITY PARK ARE A DIVERSE MIXTURE OF DETACHED AND ATTACHED HOMES.

## THE VISION FOR OAKLAND PARK

### BUILD BUILDINGS TRUE TO THE ARCHITECTURAL PATTERNS OF OAKLAND PARK AND WINTER GARDEN

Architectural patterns in Oakland Park have been inspired by historic local neighborhoods. Five distinct residential architectural patterns will characterize the community. The Oakland Park Town Architect will oversee and approve all architectural design for purity and consistency of pattern.



FLORIDA VERNACULAR STYLE ARCHITECTURE



AN OUTDOOR CLASSROOM IN THE RESTORED NATIVE LANDSCAPE FOR BOTH FORMAL AND INFORMAL DISCUSSIONS.

### GREEN AND SUSTAINABLE

Back in 2004 and 2005 when the first plans were approved they incorporated sustainable concepts that have become much more mainstream today. In fact we had not conceived of a green certified community at the outset, but are proud today that Oakland Park is the only community in Orange County certified as a Green Development by the Florida Green Building Coalition. We believe the economic downturn of the past two years makes an even stronger case for sustainable development in the pattern of Oakland Park. While the initial start of Oakland Park has been slower than desired the community has already received significant recognition for both the community and the initial construction of housing product including the following:

- US Dept. of Energy Builders Challenge - Home Advantage Energy Star Premium Builder
- 2008 Aurora Award - Audubon Park, green construction new production built spec/model
- 2008 Aurora Award - Audubon Park, Energy efficient Home detached single family
- 2008 Aurora Award - Green construction residential development/mixed use development
- 2008 Parade of Homes - Merit Award Ivanhoe Park Model
- 2008 Parade of Homes - First Place Delaney Park Model
- Trees Florida 2008 - Outstanding Tree Preservation Project for the State of Florida
- Florida Green Building Coalition - Green Development Designation
- American Society of Landscape Architects - Award of Excellence for the Oakland Park pattern book, *Patterns of the Past: A foundation for the Future. A Guide for Place Making.*
- 2010 Grand Aurora Award - Landscape Design / Lake Brim restoration, Lake Apopka restoration
- 2010 Grand Aurora Award - Residential Community Site Plan
- 2010 Florida Association of Realtors - ENVY Award - Outstanding Environmental Community of the Year

AERIAL



LEGEND/LAND USE

ACRES

	Special District	8.6
	T4-O (Neighborhood General-Open)	2.2
	T4-R (Neighborhood General-Restricted)	27.1
	T3 (Neighborhood Edge)	63.6
	T2 (Open Space)	27.8
	Retention	22.9
	Right-of-way	37.7
	ST-24/50 Street type	
TOTAL ACRES		189.9

LAND USE and REGULATING PLAN



Full size Land Use and Regulating Plan is located in the back cover pocket.



## URBAN DESIGN STANDARDS

### TRANSECT STANDARDS

Great neighborhoods have a wide cross section of building types that vary in intensity from center to edge. The center of a neighborhood is usually developed in a mixed-use manner with more intense uses than the edge area. This delicate gradient provides visual variety as well as a variety of housing and commercial options. In an infill project like Oakland Park the transect gradients must respect the already built adjoining land.

The TRANSECT is a categorization system that organizes all elements of the urban environment on a scale from rural to urban. Any lot in the manmade environment belongs to a certain transect zone, which will describe the character and intensity of construction upon that lot. The *Transect Standards* regulate the permitted lot types for each block, as identified on the Regulating Plan.

Land use and Regulating Plan.....	Page 15
T4-O (Neighborhood General - Open).....	Page 18
T4-R (Neighborhood General - Restricted).....	Page 19
T3 (Neighborhood Edge).....	Page 20
T2 (Open Space).....	Page 21
SD (Special District).....	Page 22

#### Permitted Uses

*Following is a general description of the permitted uses in each of the transect zones; a chart containing specific uses may be found on page 57.*

##### T4-O (Neighborhood General - Open)

###### Transect Zone:

- Residential, including:
  - Dwelling, single family (attached)
  - Dwelling unit, multi-family
  - Dwelling unit, accessory
- Neighborhood-Oriented Commercial
- Civic uses, including:
  - Churches
  - Schools
  - Community facilities, including pavilions, public restrooms, and utility structures

##### T4-R (Neighborhood General - Restricted)

###### Transect Zone:

- Residential, including:
  - Dwelling, single family (attached and detached)
  - Dwelling unit, multi-family
  - Dwelling unit, accessory
- Civic uses, including:
  - Community facilities, including pavilions, public restrooms, and utility structures

##### T3 (Neighborhood Edge)

###### Transect Zone:

- Residential, including:
  - Dwelling, single family (detached)
  - Dwelling unit, multi-family
  - Dwelling unit, accessory
- Civic uses, including:
  - Community facilities, including pavilions, public restrooms, and utility structures

##### T2 (Open Space) Transect Zone:

- Civic uses, including:
  - Community facilities, including pavilions, public restrooms, and utility structure

##### SD (Special District):

- Special District designation is used for areas which do not conform to one of the Transect Zones due to location or historical significance. Permitted uses shall be determined for each unique district; see page 22.

As an interim use agricultural uses are permitted in any transect until time of final development.

## URBAN DESIGN STANDARDS

### T4 (NEIGHBORHOOD GENERAL)

#### PURPOSE:

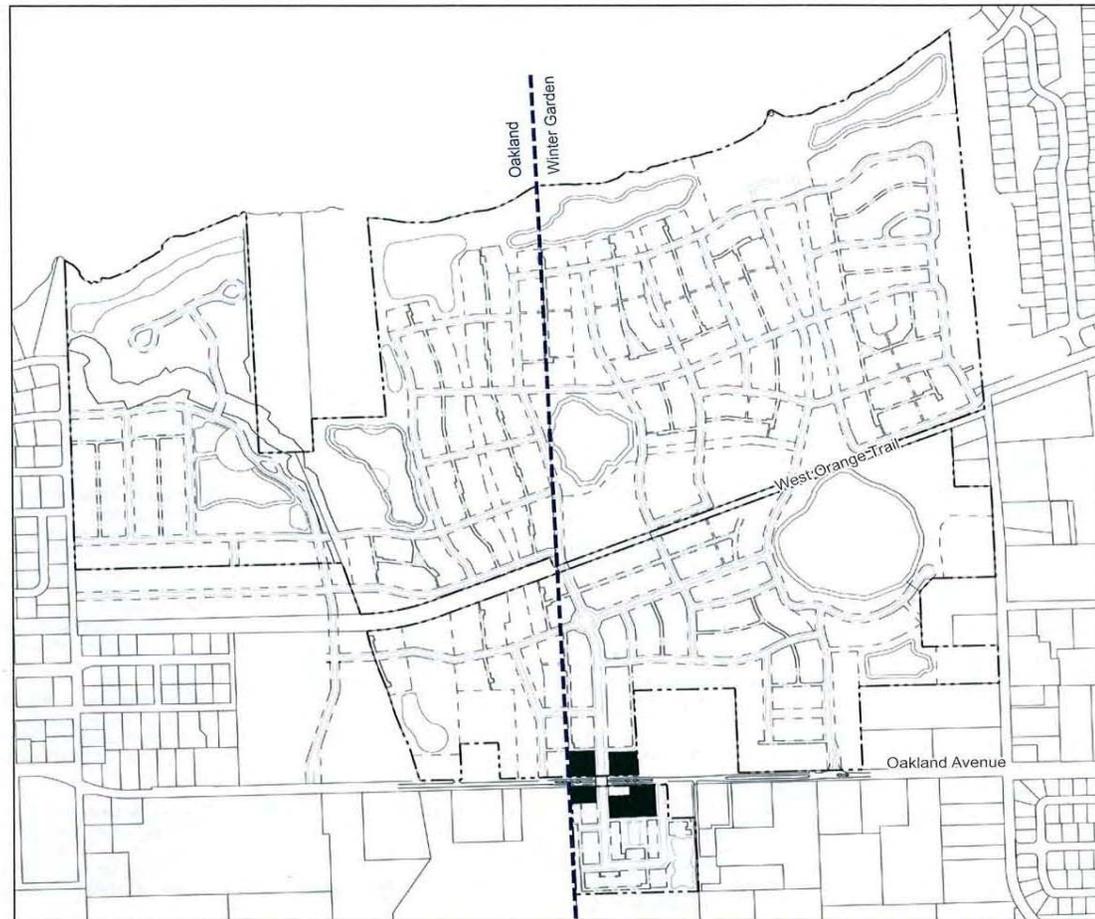
The T4 (Neighborhood General) areas include a mixture of uses and building types. Residential units include detached single-family homes, attached homes, and apartments. Homes are normally set back from the front property line to allow a small front yard with a porch or stoop, and a private rear yard; street plantings are generally formal.

At Oakland Park the T4 zone has been divided into two sub-zones: T4-O (Open) which permits a wider range of uses; and T4-R (Restricted) which is primarily residential in character. T4-O (Neighborhood General-Open)

#### PERMITTED LOT TYPES T4-O (OPEN)

Within the T4-O zone, land shall be subdivided into one of the following lot types:

- *Townhouse Lot*
- *Live/Work Lot*
- *Apartment House Lot*
- *Retail Building Lot*



T4-O AREAS IN THE CITY OF WINTER GARDEN

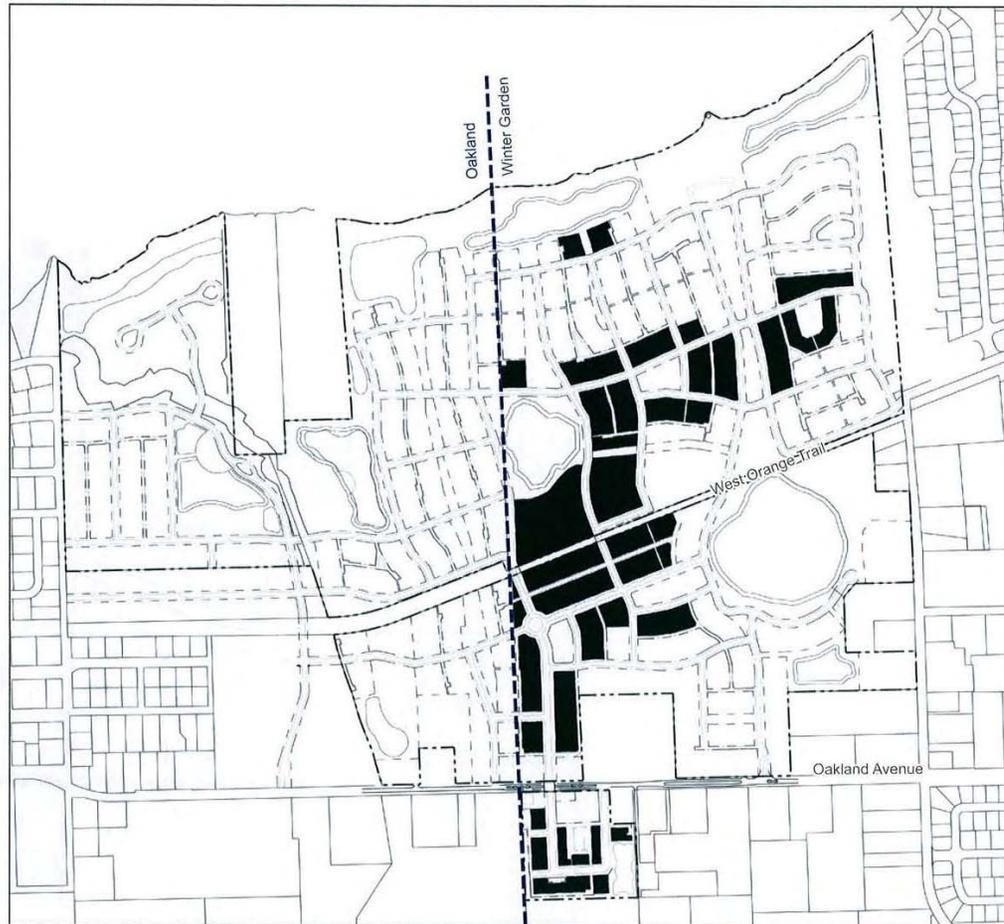
## URBAN DESIGN STANDARDS

### T4-R (NEIGHBORHOOD GENERAL - RESTRICTED)

#### PERMITTED LOT TYPES: T4-R (RESTRICTED)

Within the T4-R zone, land shall be subdivided into one of the following lot types:

- *Large House Lot*
- *House Lot*
- *Manor House Lot*
- *Cottage Common Lot*
- *Tandem House Lot*
- *Townhouse Lot*
- *Live/Work Lot*
- *Apartment House Lot*  
(by special exception North of the West Orange Trail; by right south of the West Orange Trail)



T4-R AREAS IN THE CITY OF WINTER GARDEN

## URBAN DESIGN STANDARDS

### T3 (NEIGHBORHOOD EDGE)

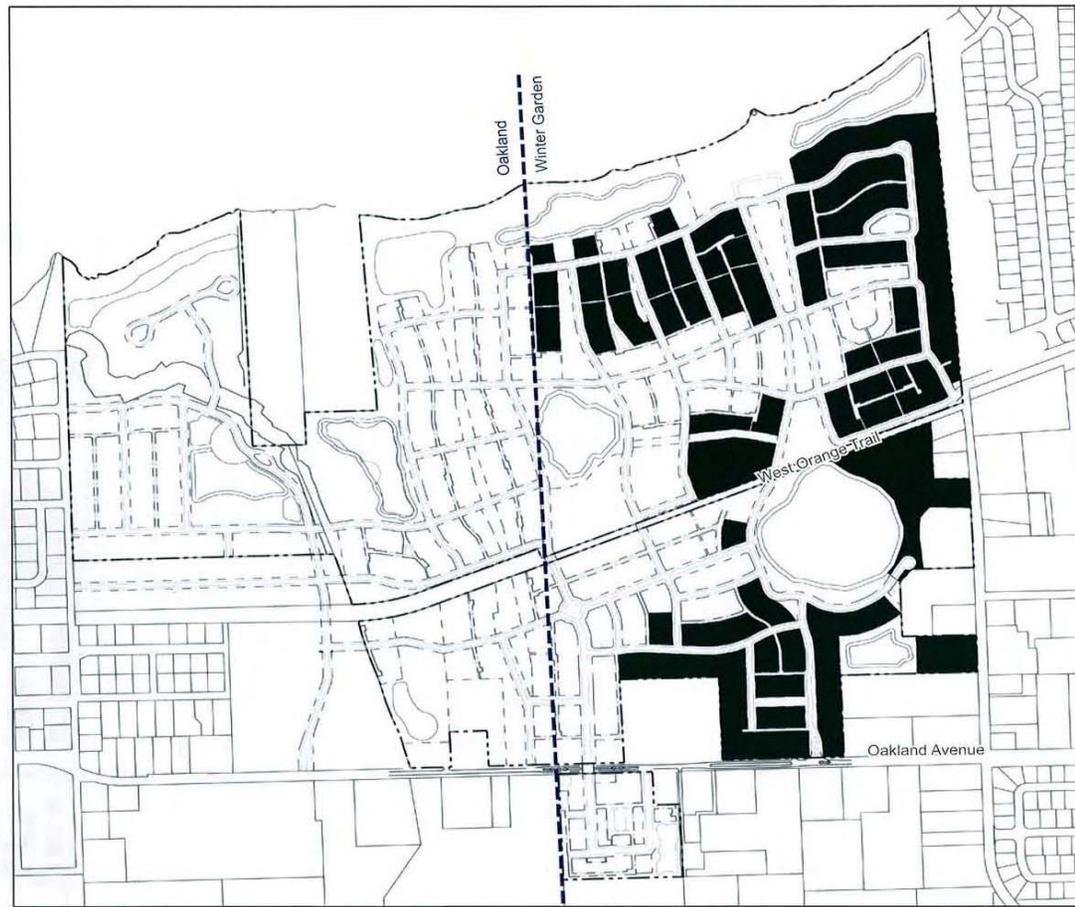
#### PURPOSE:

The T3 (Neighborhood Edge) areas are single-family residential in character, with a lower density. Street plantings may be naturalistic, and there are normally deeper setbacks.

#### PERMITTED LOT TYPES:

Within the T3 zone, land shall be subdivided into one of the following lot types:

- *Oakland Avenue Lot*
- *Lake front House Lot*
- *Estate House Lot*
- *Large House Lot*
- *Manor House Lot*
- *Cottage Common Lot*
- *Tandem House Lot*



T3 AREAS IN THE CITY OF WINTER GARDEN

URBAN DESIGN STANDARDS

T2 (OPEN SPACE)

PURPOSE:

The open space zone is intended to provide areas for active and passive recreation, site drainage and water retention, and natural vegetation. Civic Buildings may be permitted within this zone. Other structures built within the open space zone are intended to be those accessory to the recreational uses, such as pavilions, restrooms, and utility buildings.

PERMITTED LOT TYPES:

Within the open space zone, land may be allocated for Civic structures at the discretion of the Town Architect. No other lot / building types are permitted.



T2 AREAS IN THE CITY OF WINTER GARDEN

## URBAN DESIGN STANDARDS

### SD (SPECIAL DISTRICT)

#### PURPOSE & PERMITTED USES:

Special Districts are places that don't fit within the T2, T3, or T4 categories. They are special in light of location, historical significance or other compelling attributes. The lot type regulations (pages 24-37) do not apply in the Special Districts.

#### *Meadowmarsh Special District*

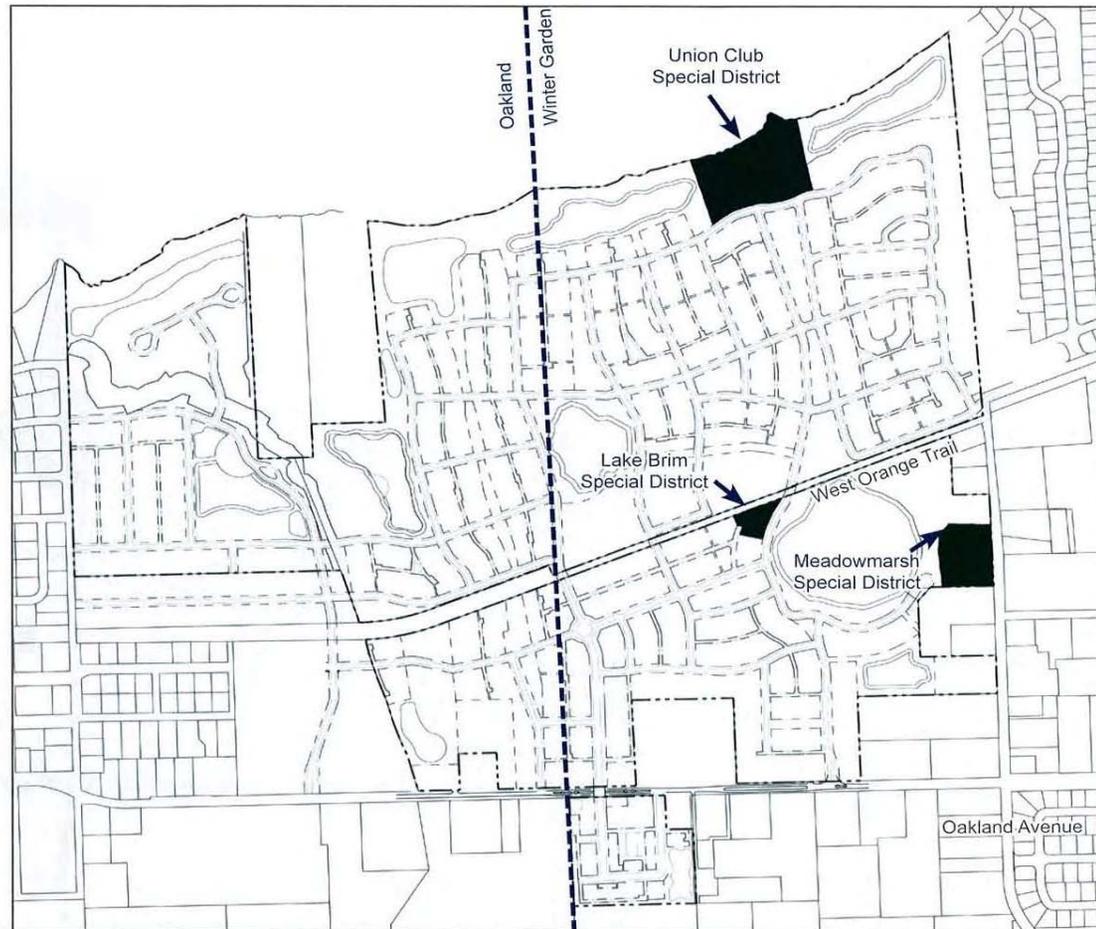
The centerpiece of the Meadowmarsh Special District is the Tilden Estate Home built in 1877 by Luther Tilden. This home is listed on the National Register of Historic Places. The house is in excellent condition and has been used by a number of community groups over the past several years for special functions. No change is proposed to the currently approved uses for this area which include single family residence, recreation facility, bed and breakfast, eating and drinking establishment, office, and private club. A school is permitted by special exception.

#### *Union Club Special District*

Located on Lake Apopka the Union Club Special District is at the foot of the North Lawn. To the west of the district is an area identified as a potential archaeological site of historic and cultural significance. No changes to the currently approved uses are proposed for the Union Club parcel. Permitted uses include public parks, playground and recreational facilities, marinas, cultural facilities, retail, eating and drinking establishments, office, private clubs and outdoor sales displays.

#### *Lake Brim Special District*

Located on the West Orange Trail, the Lake Brim Special District is permitted by right for a single family residence, bed & breakfast, nursery, child care; school by special exception.



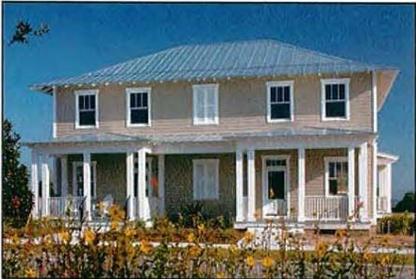
SD AREAS IN THE CITY OF WINTER GARDEN

# URBAN DESIGN STANDARDS

## URBAN STANDARDS

The Urban Standards establish the physical and functional relationships between buildings. They regulate the rules related to building placement (setbacks, build-to lines, lot frontage, height, and parking location). The intent of these standards is to shape high-quality public spaces by using buildings to form a valuable neighborhood for its inhabitants.

In case of contradiction with local safety codes, these regulations shall be adjusted in collaboration with the Town Architect.



## URBAN DESIGN STANDARDS

### THE OAKLAND PARK URBAN STANDARDS CONTAIN REGULATIONS FOR THE FOLLOWING LOT TYPES:

(OA): Oakland Avenue Lot..... Page 25

(LF): Lakefront House Lot..... Page 26

(EH): Estate House Lot..... Page 27

(LH): Large House Lot..... Page 28

(H): House Lot..... Page 29

(MA-A): Manor House Lot (attached)..... Page 30

(MA-D): Manor House Lot (detached)..... Page 31

(CC): Cottage Common Lot ..... Page 32

(TA): Tandem House Lot..... Page 33

(TH): Townhouse Lot..... Page 34

(LW): Live/Work Lot..... Page 35

(AP): Apartment House Lot..... Page 36

(RB): Retail Building Lot..... Page 37

### LOT COMPATIBILITY MATRIX:

The Lot Compatibility Matrix identifies the lot types that are permitted within each of the TRANSECT Zones identified on the Land Use and Regulating Plans.

		← LOT TYPES →														
TRANSECT ZONES	↑											●	●	●	●	T4-O (Neighborhood General - Open)
					●	●	●	●	●	●	●	●	●	●		T4-R (Neighborhood General - Restricted)
		●	●	●	●	●	●	●	●							T3 (Neighborhood Edge)
	↓															T2 (Open Space)*
		Oakland Avenue Lot	Lakefront House Lot	Estate House Lot	Large House Lot	House Lot	Manor House Lot	Cottage Common Lot	Tandem House Lot	Townhouse Lot	Live/Work Lot	Apartment House Lot	Retail Building Lot			

\*civic structures shall be permitted in all transect zones, including areas designated T2 (Open Space)

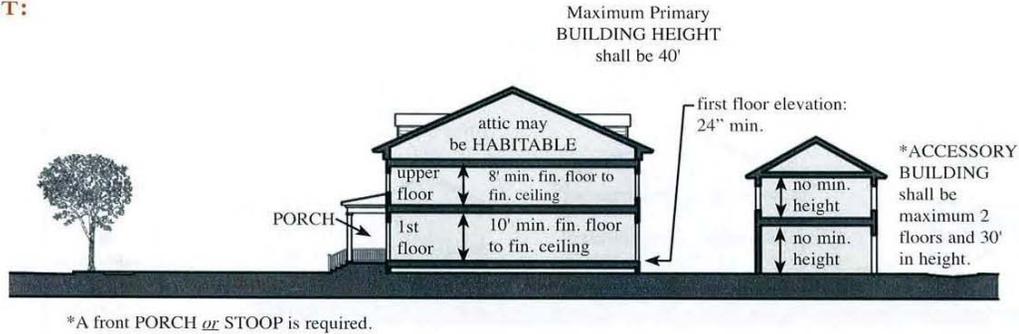
### GENERAL NOTES:

- Permitted lot types on each block within the Oakland Park plan shall be determined by Transect Zone, as described on page 17.
- Terms in ALL CAPS are defined in the definitions (page 38).
- Precedent images are for illustrative purposes only, with no regulatory effect. They are provided as examples, and shall not imply that every element in the photograph is permitted.

## URBAN DESIGN STANDARDS

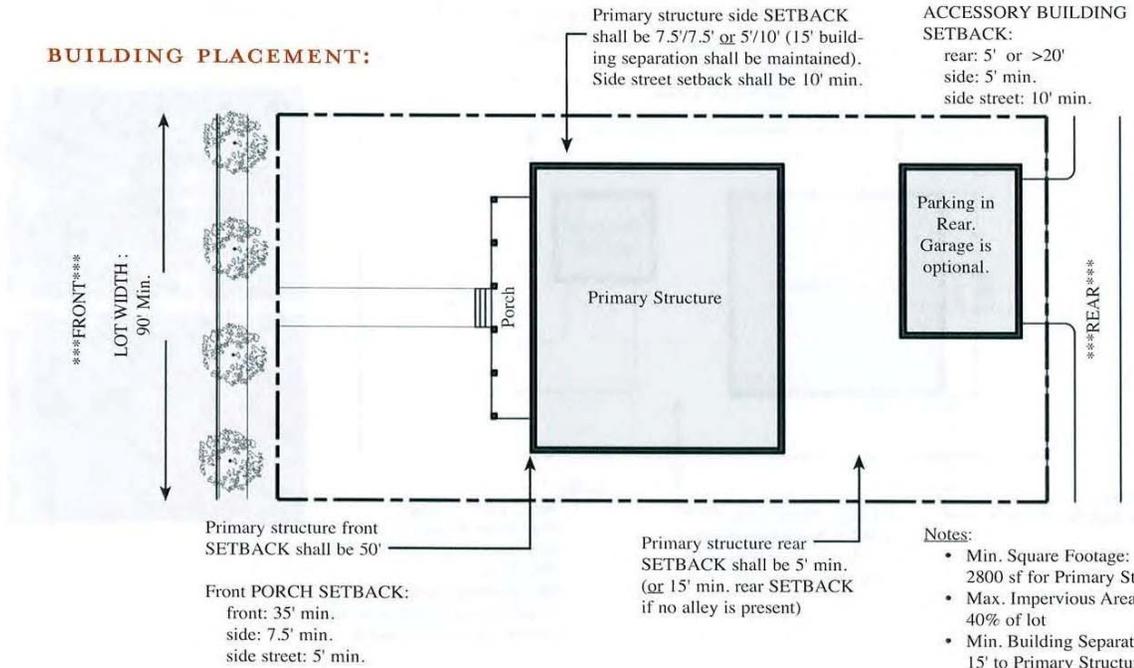
(OA): OAKLAND AVENUE LOT

### HEIGHT:



T4-O GENERAL/ OPEN
T4-R GENERAL/ RESTRICTED
T3 NEIGHBORHOOD EDGE ●
T2 OPEN SPACE

### BUILDING PLACEMENT:



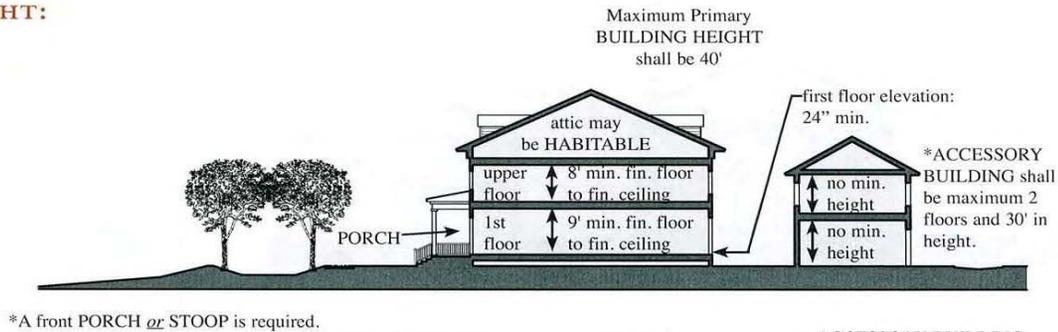
### PRECEDENT EXAMPLES:



## URBAN DESIGN STANDARDS

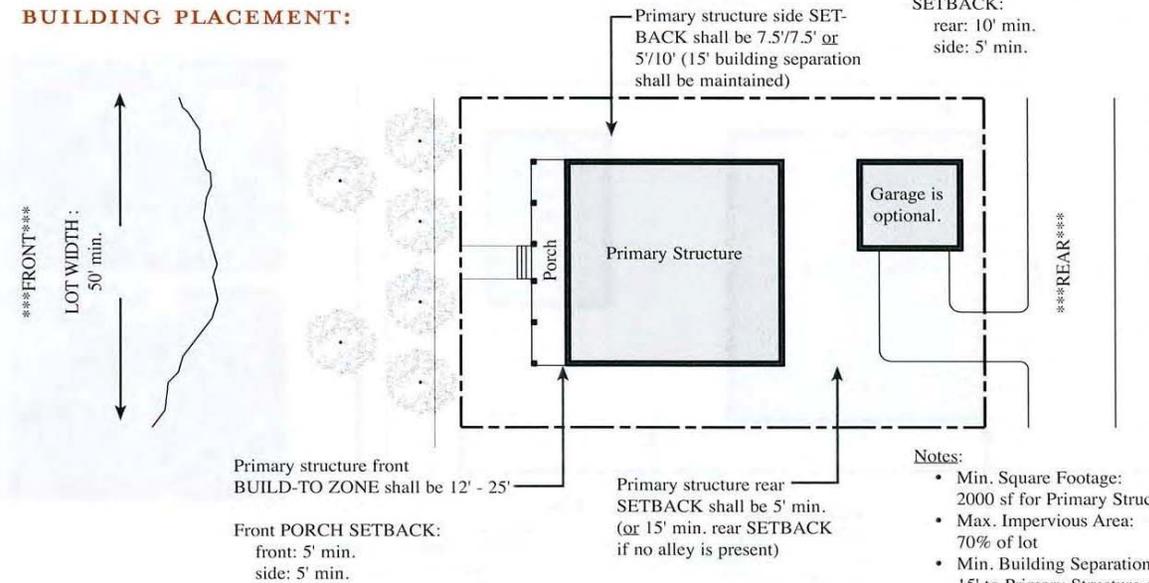
(LF): LAKEFRONT HOUSE LOT

### HEIGHT:



T4-O GENERAL/ OPEN
T4-R GENERAL/ RESTRICTED
T3 NEIGHBORHOOD EDGE ●
T2 OPEN SPACE

### BUILDING PLACEMENT:



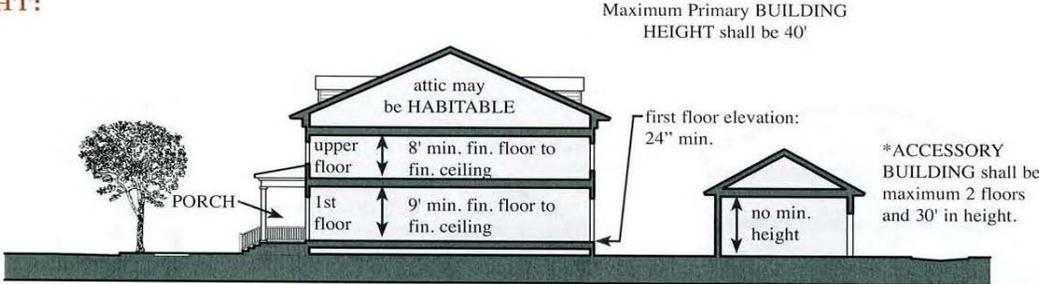
### PRECEDENT EXAMPLES:



# URBAN DESIGN STANDARDS

(EH): ESTATE HOUSE LOT

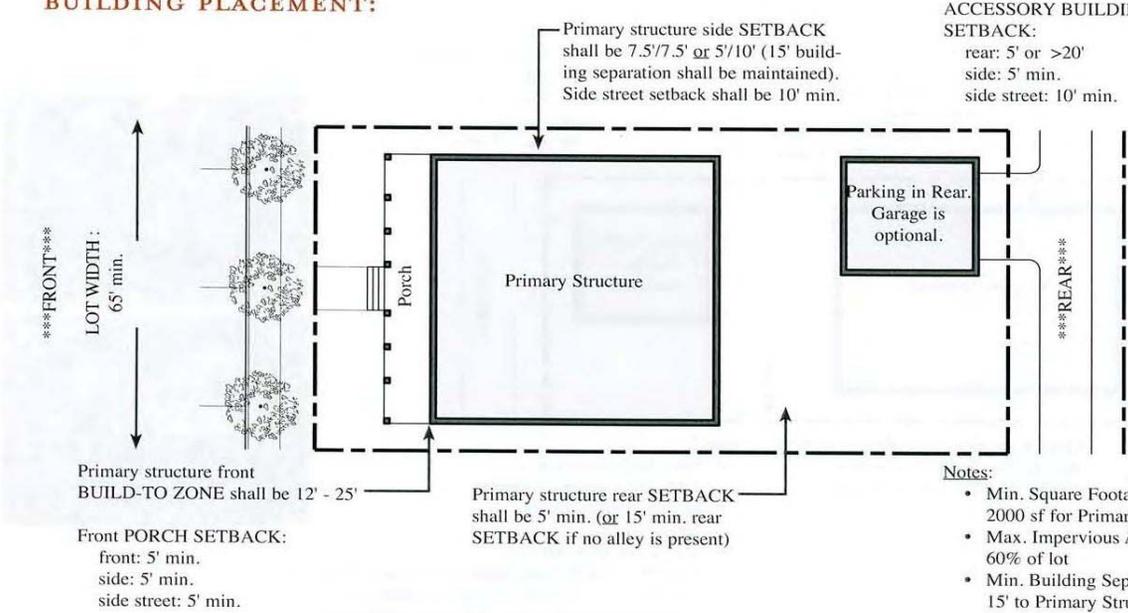
**HEIGHT:**



\*A front PORCH or STOOP is required.

T4-O GENERAL / OPEN
T4-R GENERAL / RESTRICTED
T3 NEIGHBORHOOD EDGE
T2 OPEN SPACE

**BUILDING PLACEMENT:**



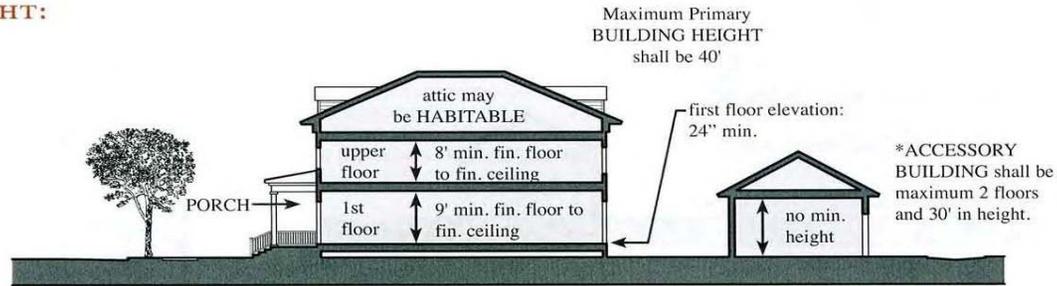
**PRECEDENT & CHARACTER EXAMPLES:**



# URBAN DESIGN STANDARDS

(LH): LARGE HOUSE LOT

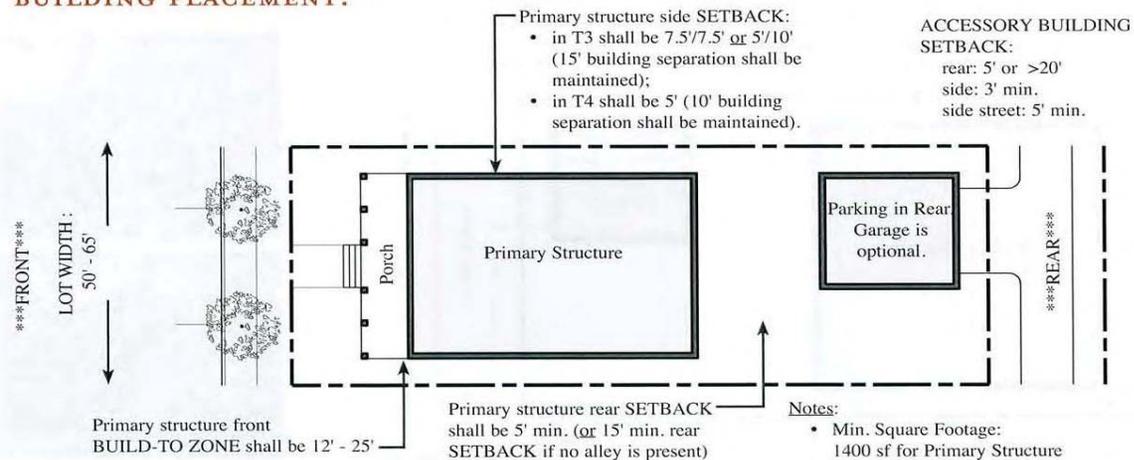
## HEIGHT:



\*A front PORCH or STOOP is required.

T4-O GENERAL / OPEN
T4-R GENERAL / RESTRICTED
T3 NEIGHBORHOOD EDGE
T2 OPEN SPACE

## BUILDING PLACEMENT:



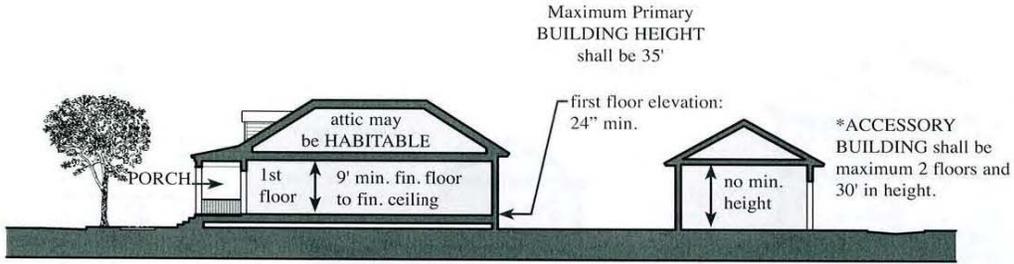
## PRECEDENT & CHARACTER EXAMPLES:



# URBAN DESIGN STANDARDS

## (H): HOUSE LOT

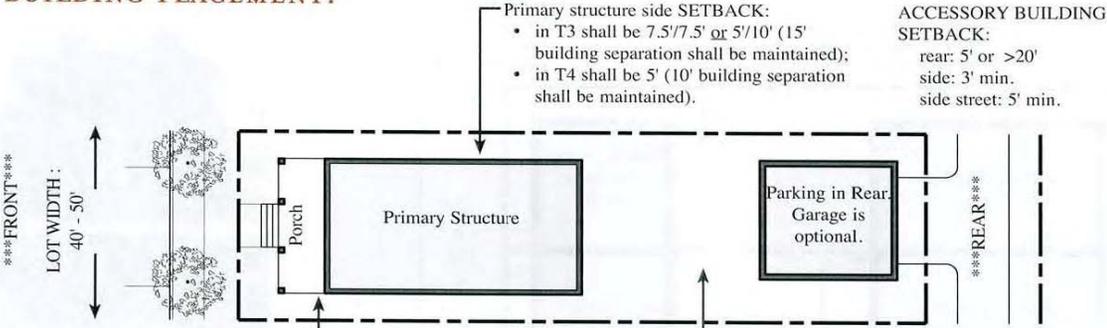
### HEIGHT:



\*A front PORCH or STOOP is required.

T4-O GENERAL / OPEN
T4-R GENERAL / RESTRICTED
T3 NEIGHBORHOOD EDGE
T2 OPEN SPACE

### BUILDING PLACEMENT:



- Notes:
- Min. Square Footage: 1000 sf for Primary Structure
  - Max. Impervious Area: 80% of lot
  - Min. Building Separation:
    - in T3: 15' to Primary Structure on adjacent lot;
    - in T4: 10' to Primary Setback on adjacent lot, unless adjacent Primary Structure requirement is greater (which shall then prevail).

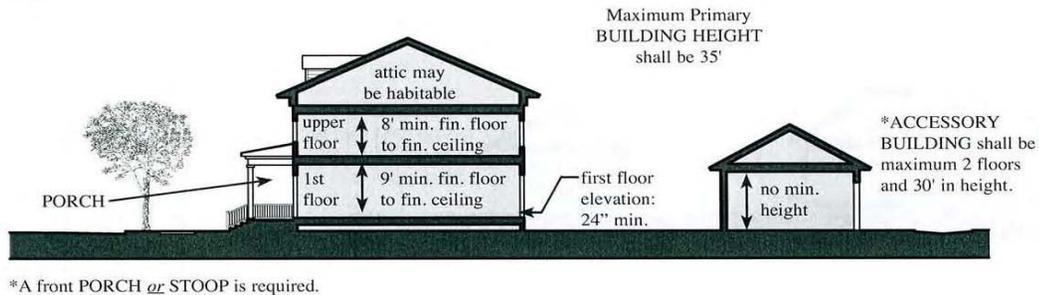
### PRECEDENT EXAMPLES:



## URBAN DESIGN STANDARDS

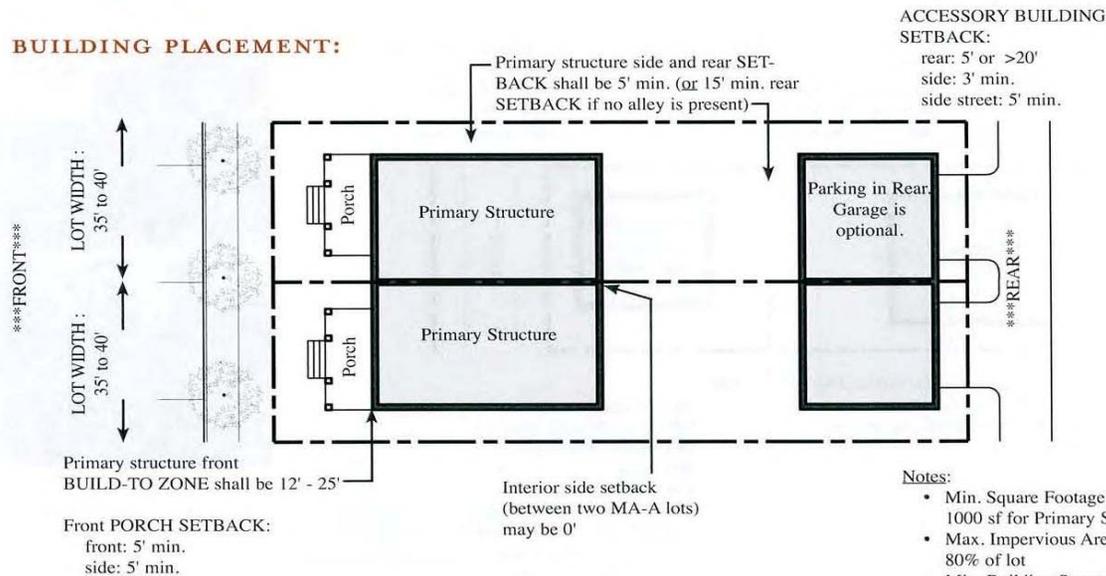
### (MA-A): MANOR HOUSE LOT (ATTACHED)

#### HEIGHT:



T4-O GENERAL / OPEN
T4-R GENERAL / RESTRICTED
T3 NEIGHBORHOOD EDGE
T2 OPEN SPACE

#### BUILDING PLACEMENT:



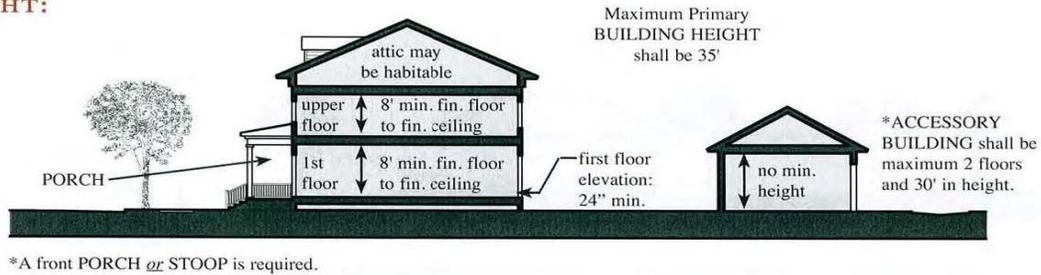
#### PRECEDENT & CHARACTER EXAMPLES:



## URBAN DESIGN STANDARDS

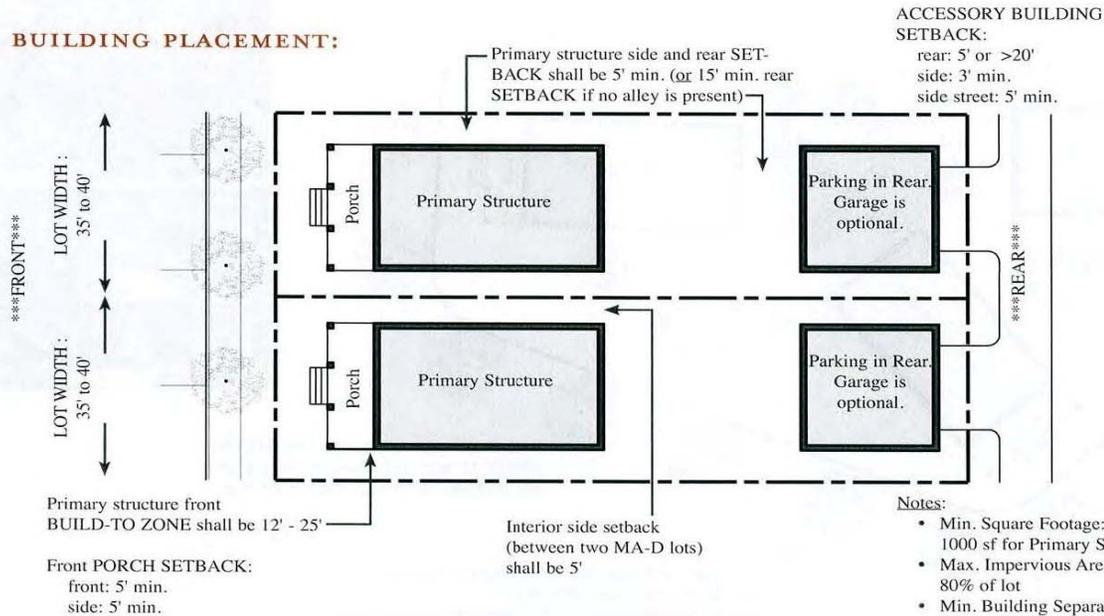
### (MA-D): MANOR HOUSE LOT (DETACHED)

#### HEIGHT:



T4-O GENERAL/ OPEN
T4-R GENERAL/ RESTRICTED ●
T3 NEIGHBORHOOD EDGE ●
T2 OPEN SPACE

#### BUILDING PLACEMENT:



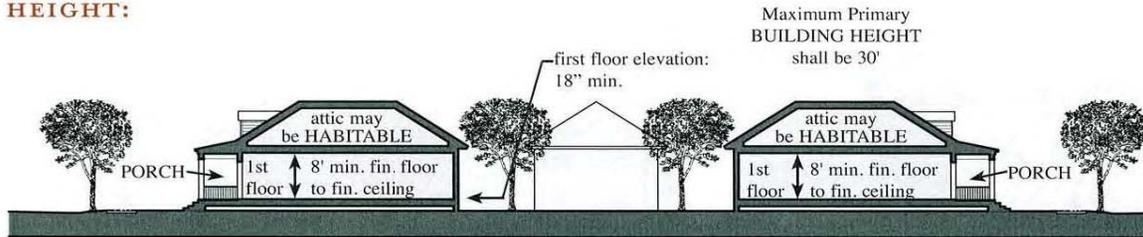
#### PRECEDENT & CHARACTER EXAMPLES:



# URBAN DESIGN STANDARDS

(CC): COTTAGE COMMON LOT

## HEIGHT:

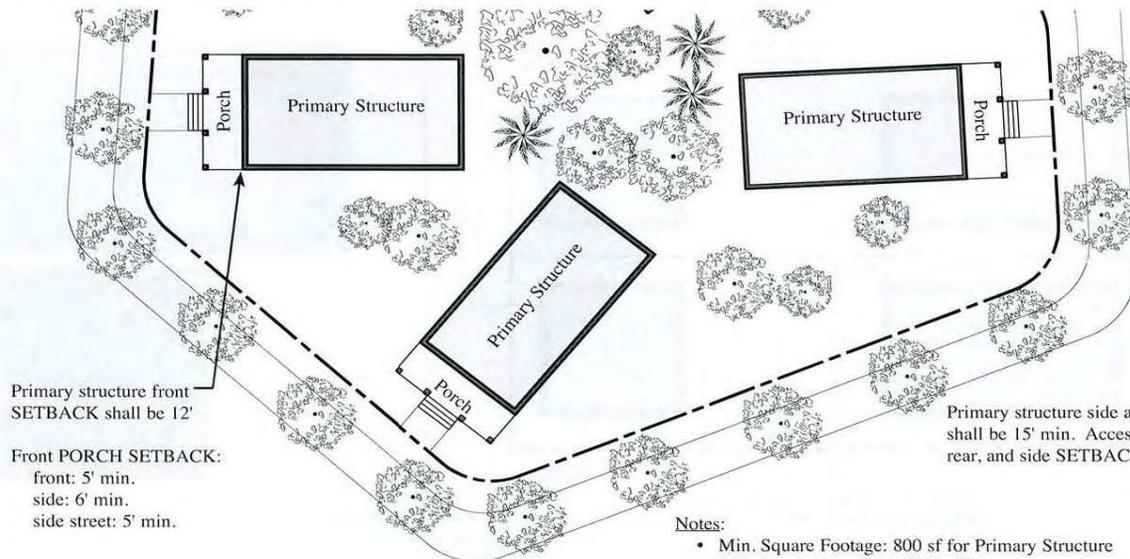


\*A front PORCH @ STOOP is required.

\*The Cottage Common lot has been created to maximize the preservation of specimen trees and provide a parklike setting next to the West Orange Trail. Cottages will be sited in a manner that preserves tree canopy; ownership of each cottage will be condominium style.

T4-O GENERAL/ OPEN
T4-R GENERAL/ RESTRICTED ●
T3 NEIGHBORHOOD EDGE ●
T2 OPEN SPACE

## BUILDING PLACEMENT:



Primary structure front SETBACK shall be 12'

Front PORCH SETBACK:  
front: 5' min.  
side: 6' min.  
side street: 5' min.

Primary structure side and rear SETBACK shall be 15' min. Accessory Building front, rear, and side SETBACK shall be 10' min.

### Notes:

- Min. Square Footage: 800 sf for Primary Structure
- Max. Impervious Area: 50% of lot
- Min. Building Separation: 15' between Primary Structures
- Cottages are in a condominium-style ownership and therefore setbacks listed are to the perimeter of the parcel.

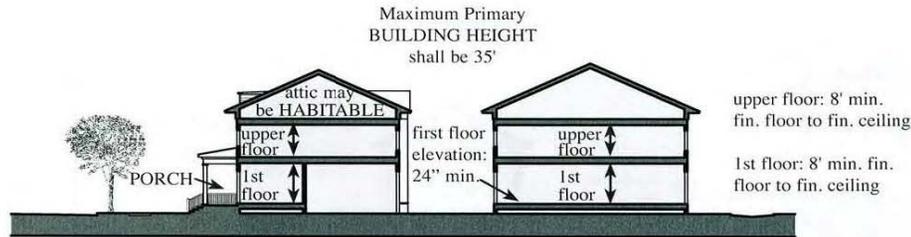
## PRECEDENT EXAMPLES:



## URBAN DESIGN STANDARDS

(TD): TANDEM HOUSE LOT

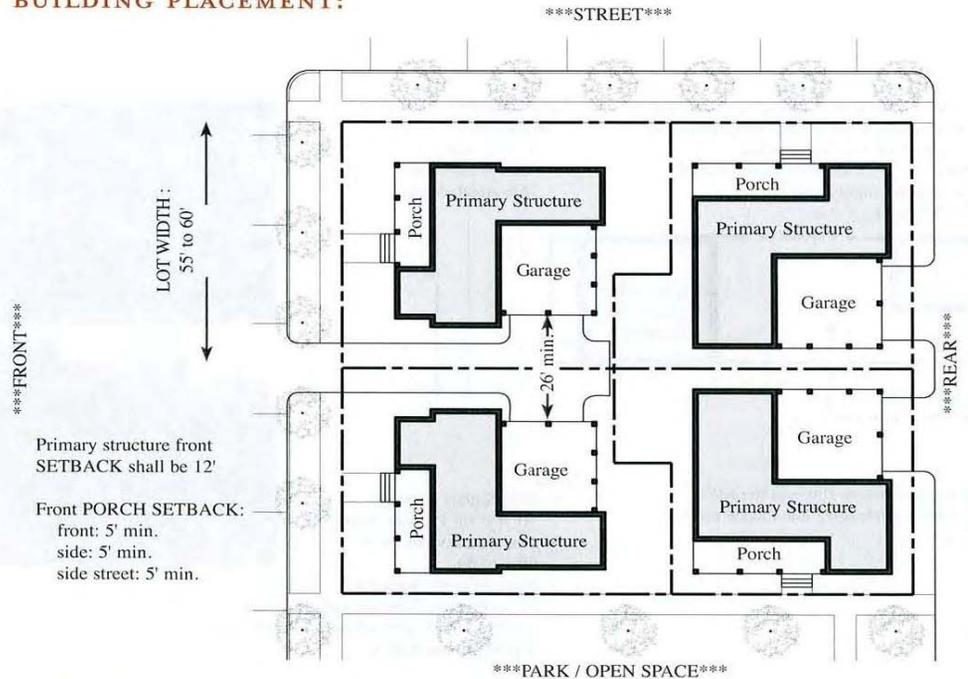
### HEIGHT:



\*A front PORCH or STOOP is required.

T4-O GENERAL / OPEN
T4-R GENERAL / RESTRICTED
T3 NEIGHBORHOOD EDGE
T2 OPEN SPACE

### BUILDING PLACEMENT:



### PRECEDENT EXAMPLES:



Primary structure side and rear SETBACK shall be 5' min.

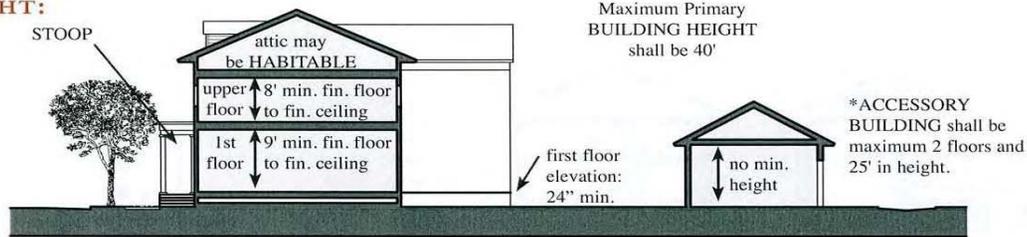
#### Notes:

- Min. Square Footage: 800 sf for Primary Structure
- Max. Impervious Area: 80% of lot
- Min. Building Separation: 10' between Primary Structures

## URBAN DESIGN STANDARDS

### (TH): TOWNHOUSE LOT

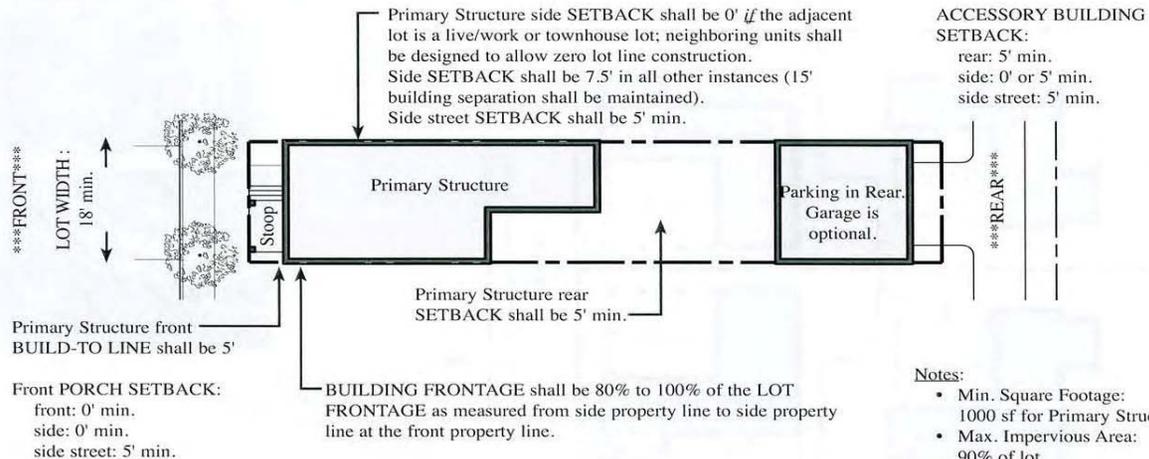
#### HEIGHT:



\*A front PORCH or STOOP is required.

T4-O GENERAL / OPEN	●
T4-R GENERAL / RESTRICTED	●
T3 NEIGHBORHOOD EDGE	
T2 OPEN SPACE	

#### BUILDING PLACEMENT:



#### PRECEDENT & CHARACTER EXAMPLES:



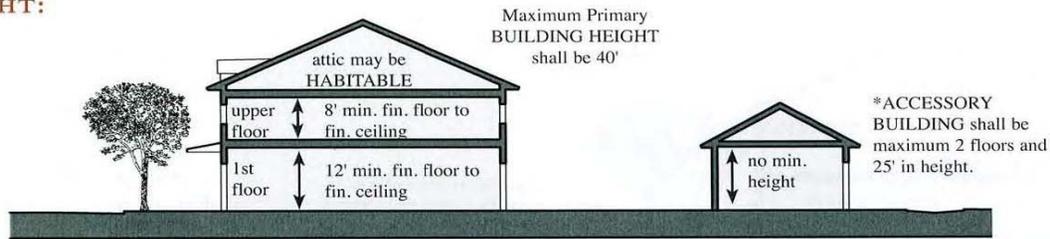
#### Notes:

- Min. Square Footage: 1000 sf for Primary Structure
- Max. Impervious Area: 90% of lot
- Min. Building Separation: 15' to Primary Structure on adjacent lot (up to 6 attached townhouse units permitted before separation)

## URBAN DESIGN STANDARDS

(LW): LIVE/WORK LOT

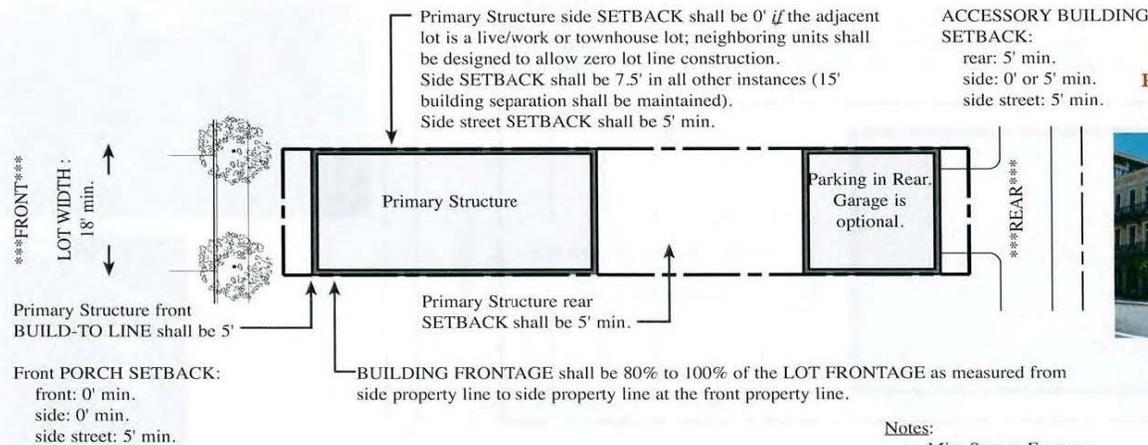
### HEIGHT:



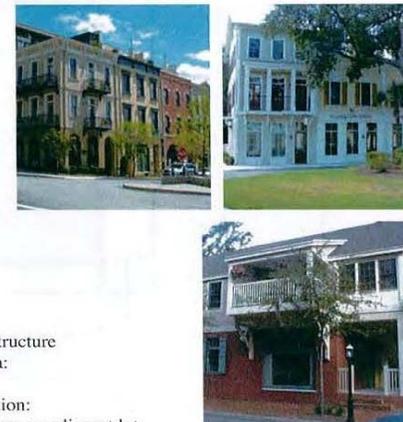
\*If 1st floor is **residential**: A front PORCH *or* STOOP is required.  
 \*If 1st floor is **commercial**: An AWNING/ MARQUEE, BALCONY, *or* COLONNADE/ ARCADE is required

T4-O GENERAL / OPEN	●
T4-R GENERAL / RESTRICTED	●
T3 NEIGHBORHOOD EDGE	
T2 OPEN SPACE	

### BUILDING PLACEMENT:



### PRECEDENT & CHARACTER EXAMPLES:

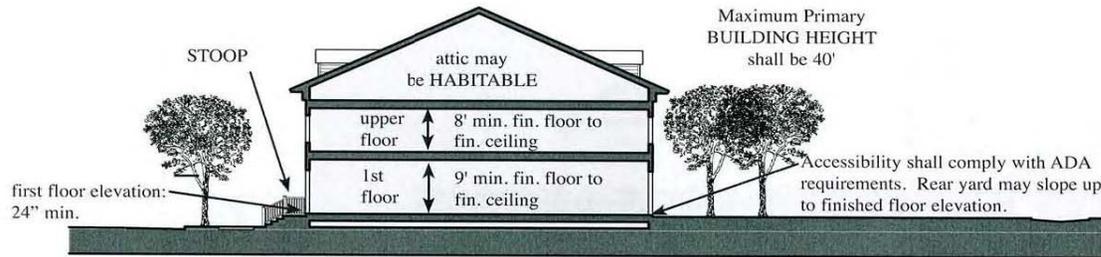


- Notes:
- Min. Square Footage: 1000 sf for Primary Structure
  - Max. Impervious Area: 90% of lot
  - Min. Building Separation: 15' to Primary Structure on adjacent lot (up to 6 attached live/work units permitted before separation)

# URBAN DESIGN STANDARDS

(AH): APARTMENT HOUSE LOT

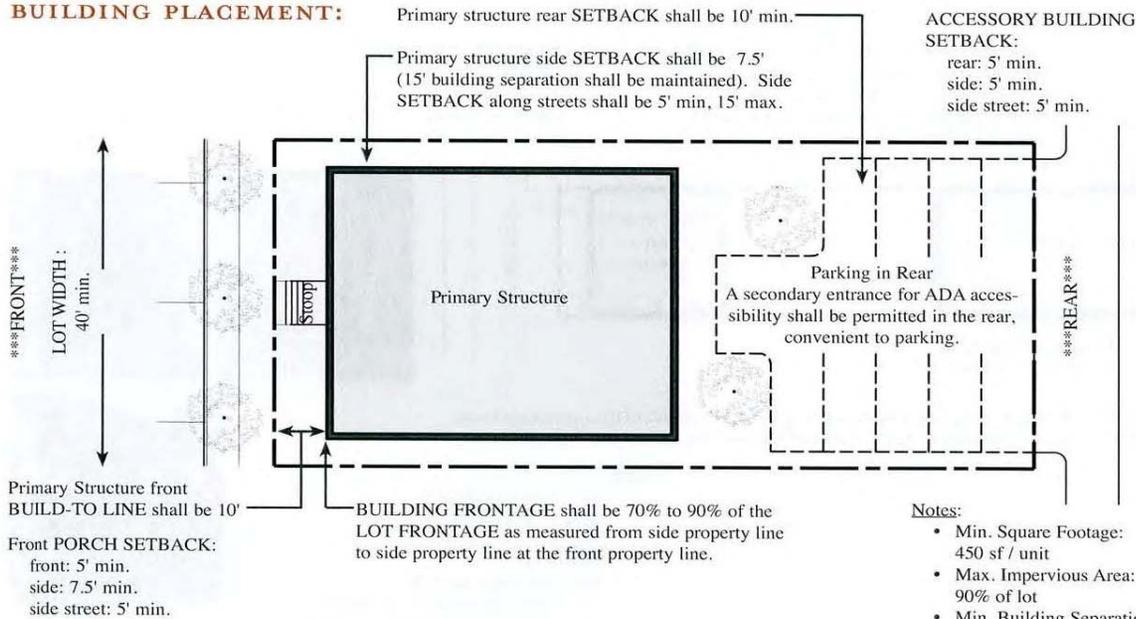
## HEIGHT:



\*A front PORCH or STOOP is required.

T4-O GENERAL / OPEN	●
T4-R GENERAL / RESTRICTED	●
T3 NEIGHBORHOOD EDGE	
T2 OPEN SPACE	

## BUILDING PLACEMENT:



### Notes:

- Min. Square Footage: 450 sf / unit
- Max. Impervious Area: 90% of lot
- Min. Building Separation: 15' to Primary Structure on adjacent lot

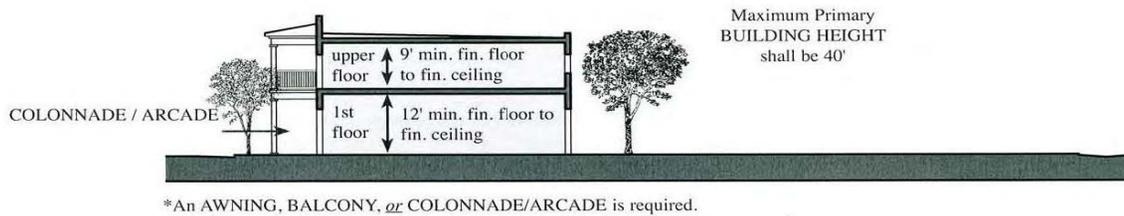
## PRECEDENT EXAMPLES:



## URBAN DESIGN STANDARDS

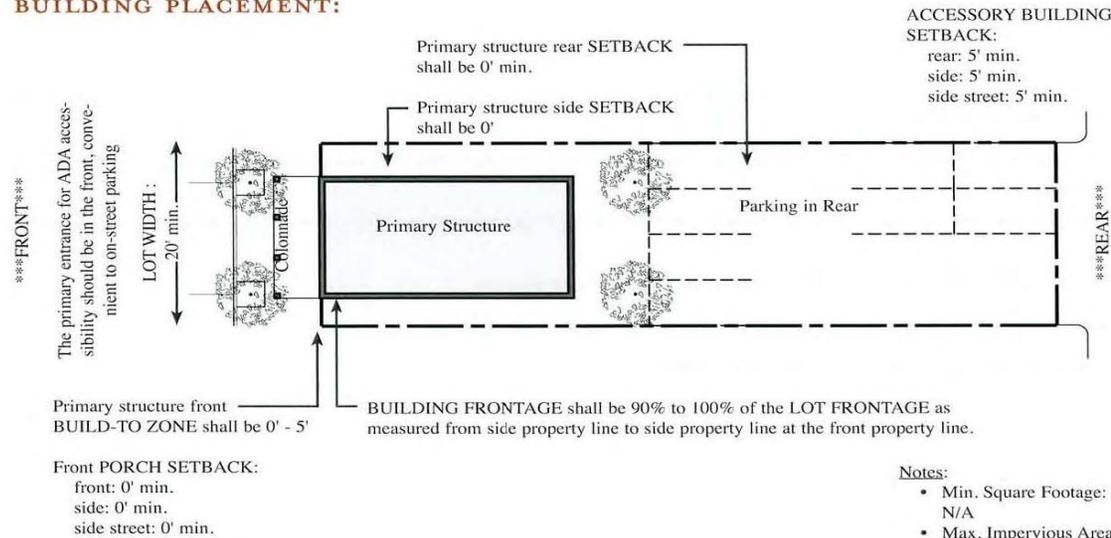
### (RB): RETAIL BUILDING LOT

#### HEIGHT:



T4-O GENERAL / OPEN ●
T4-R GENERAL / RESTRICTED
T3 NEIGHBORHOOD EDGE
T2 OPEN SPACE

#### BUILDING PLACEMENT:



#### PRECEDENT & CHARACTER EXAMPLES:



#### Notes:

- Min. Square Footage: N/A
- Max. Impervious Area: 100% of lot
- Min. Building Separation: 0'

## URBAN DESIGN STANDARDS

### DEFINITIONS

**ACCESSORY BUILDING:** A building or structure subordinate to the principal building or lot and used for purposes customarily incidental to the main or principal building and located on the same lot therewith.

**APPURTENANCES:** Architectural features not used for human occupancy, consisting of spires, belfries, cupolas or dormers; parapet walls, and cornices without windows; chimneys, ventilators, skylights, and antennas.

**ARCADE:** A colonnade composed of a series of arches supported on piers or columns.

**AWNING:** An architectural projection roofed with flexible material supported entirely from an exterior wall of a building.

**BALCONY:** An open habitable portion of an upper floor extending beyond a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

**BUILD-TO LINE:** A build-to line identifies the precise horizontal distance from a street right-of-way that the building shall be built to, in order to create a uniform line of buildings along the street.

**BUILD-TO-ZONE:** A build-to zone is a range of allowable distances from a street right-of-way that the building shall be built to in order to create a moderately uniform line of buildings along the street.

**BUILDING FRONTAGE:** The side of a building which faces the frontage street.

**BUILDING HEIGHT:** The maximum building height shall be measured from the midpoint of a line connecting the front and rear property lines drawn diagonally from opposing corners, to the peak of the roof, exclusive of appurtenances.

**CIVIC BUILDING:** Structure used primarily for public education, cultural performances, gatherings and displays administered by non-profit cultural, educational, governmental, and religious organizations.

**COLONNADE:** A roofed structure, extending over the sidewalk, open to the street except for supporting columns or piers. Upper levels may contain habitable space.

**CUPOLA:** A domelike structure surmounting a roof or dome, often used as a lookout or to admit light and air.

**FRONTAGE LINE:** The property line or lines of a lot which coincide with a right-of-way or other public open space.

**FRONTAGE STREET:** The public right-of-way which serves as primary access to a property.

# URBAN DESIGN STANDARDS

## DEFINITIONS

**GRANNY FLAT:** An accessory residential unit located above the garage. To be classified a granny flat the unit must have an entry that is discrete and separate from the primary house providing private access to the "granny flat", must be metered separately from the main house, and must have a full service kitchen.

**HABITABLE SPACE:** Building space whose use involves human presence. Habitable space excludes parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

**LOT FRONTAGE:** The property line adjacent to the frontage street.

**LOT WIDTH:** The length of a property line along the frontage street.

**MARQUEE:** A permanently roofed architectural projection whose sides are vertical; marquees are intended for the display of signs, and are supported entirely from an exterior wall of a building.

**PORCH:** A roofed area, attached at the ground floor level or first floor level, and to the front of a building, open except for railings and support columns.

**PRINCIPAL FAÇADE** (For purposes of placing buildings along build-to lines or build-to zones): The front plane of a building not including stoops, porches, or other attached architectural features.

**PRIMARY ENTRANCE:** The entrance to a structure which is located along the frontage street.

**SETBACK:** Minimum distance between the building face and the lot boundary line.

**STOOP:** A small platform and / or entrance stairway at a house door, commonly covered by a secondary roof or awning.

**STORY:** A floor level within a building.

**TRANSECT:** A categorization system that organizes all elements of the urban environment on a scale from rural to urban. Any lot in the manmade environment belongs to a certain transect zone, which will describe the character and intensity of construction upon that lot.



SOUTHERN LIVING HOME IN HABERSHAM, SC.

## ARCHITECTURAL PATTERNS

The following Architectural Pattern section is excerpted from the Oakland Park Design Code. Implementation of the Code is the responsibility of the Town Architect whose responsibilities are described in the recorded Declaration of Covenants, Conditions and Restrictions for Oakland Park. The Town Architect interprets the Design Code and from time to time may revise the Code. Oakland Park has established an Architectural Review Committee which reviews plans for all new construction within Oakland Park for consistency with the Code. The Founder recommends that the City require the application for a building permit to include the approval letter from the Architectural Review Committee.

The architecture of Oakland Park est.1844 draws inspiration from historic homes in Oakland and Winter Garden. This involves original designs and a 360-degree approach to detail, not merely facing the home with historically appropriate trappings. Most homes will be sited fairly close to the street. Generous front porches will allow ample opportunity for interaction with neighbors and a feeling of emotional investment in, and connection to, the whole of this small town community. Homes are to be serviced by a rear alley or garage contributing to the aesthetic and pedestrian friendly nature of Oakland Park. Exceptional attention to detail and authenticity of design are an integral part of the vision to recreate in Oakland Park est. 1844 what the original settlement might be like now.

Architecture within Oakland Park should fit one of five patterns described in this section. The code includes information and detail on those major architectural elements that define each pattern. As designs are prepared for submittal to the Oakland Park Architectural Review Committee (ARC) it is important to note that variation is possible as long as it is related to and consistent with the respective pattern.

### MASSING

The Oakland Park house is made up of human scaled forms combined to provide an ordered and proportioned composition. Historically, homes did not utilize the entire footprint of the lot to construct the home. Rather, the "main body" provided the root massing with added elements, such as subordinate wings and porches to make up the composition that is so pleasing to the eye. The following information is universal, although each style may have specific elements that may deviate from the general massing principles.

The main house and all accessory structures shall be of the same architectural style within any given lot. Mixing of styles within a lot is not permitted.

The Rear Yard shall be screened from an adjacent side street by the house, garage, hedge, or fencing. Sixty percent of the length of the property line shall be screened from view on Corner Lot and Public view conditions. The elevation of the house facing the side street zone shall have an undulating facade.

Smaller massed forms attached to the Main Body are referred to as "add on elements" (e.g. porches, connectors, or wings). The main body roof line should not run continuously over the add on elements. Each add-on form typically has an independent roof as appropriate to the style. The add on element roof pitch never exceeds the Main Body roof pitch.

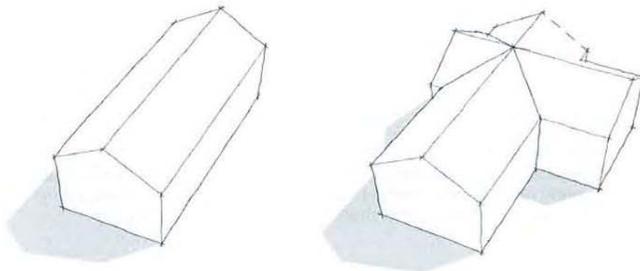
### GENERAL CONSIDERATIONS

1. The front Main Body of a house shall be the dominant form on the lot.
2. Over-scaled Main Bodies are not allowed. See Diagrams for details.
3. All massing components of the house shall be one or two story. Extended rooflines are not allowed. Style specific exception is the bungalow variation of the Craftsman style.
4. Wings and connectors protruding from main body shall step in from any corner a minimum of 1'-0".
5. Consider the "Golden Rectangle" (1.618: 1) in house forms, plan and elevation.

## ARCHITECTURAL PATTERNS

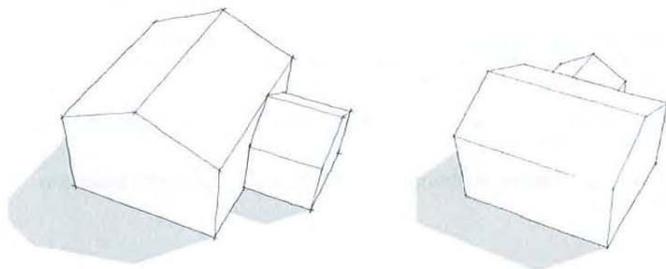
### THE SINGLE BAY

The single bay is one room in width or between 14' and 18'. This can be introduced as the main body as well as subordinating wings.



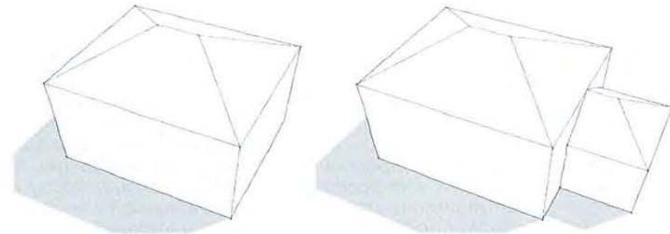
### THE DOUBLE BAY

The Double bay is two rooms in width or between 24' and 28'. This can be introduced as the main body. Wings can be one or two stories and protrude from the sides and rear of the main body in a single bay form.



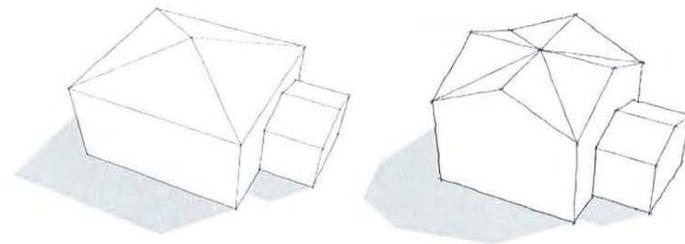
### THE DOUBLE BAY (VARIATION)

The narrow dimension of the main body should not extend beyond 28' where a gable roof is desired. The maximum narrow dimension of the main body should not be more than 32'. In cases where the dimension is between 28' and 32', a hip roof is required. This can be introduced as the main body. Wings can be one or two stories and protrude from the sides and rear of the main body in a single bay form. Roof types should be consistent.



### THE FOURSQUARE

The Main Body is two rooms in width and depth or between 24' and 32' square. This can be introduced as the main body. In most cases a hip roof is considered, accentuating the simple form. Certain styles are accomplished with a cross gable roof. Wings can be one or two stories and protrude from the sides and rear of the main body in a single bay form.



## ARCHITECTURAL PATTERNS

### WALLS

Architectural details and exterior finish materials shall be the same on all elevations of the Main Body of the house so that the Main Body provides a consistent palette of materials, finishes, colors.

Material and finish changes may occur on appendages, add-on elements, ancillary structures, dormer or gable end accent elements as consistent with the Architectural Style Guidelines and as listed in the Architectural Matrix.

Chimneys and fireplace flue enclosures shall be constructed of non-combustible materials. Siding shall not be used as an exterior finish for these elements.

Exterior materials shall consist of a balance of siding, board and batten, brick, and stucco. Where no one material, other than siding, is predominant on the street. (See Street Pattern Code for more information)

### MATERIALS SPECIFIC TO THE HOUSE:

1. Any one material shall be consistent on all 4 sides of the massing. Connectors and minor wings can have an alternate material.
2. All trim elements shall be proud of any siding or stucco and be painted the trim color on all edges.
3. Any masonry over 4" in height shall have a stucco finish.
4. Some Architectural Styles have specific siding requirements. Please consult Town Architect for further details.

### EAVES

Eave conditions vary per Architectural Style. Two of the common eave types are a 'Closed Soffit' and 'Open Soffit' or 'Open Rafter Tail'. True Florida Vernacular, Folk Victorian, and Craftsman Styles are 'Open Rafter Tail', while the remaining styles can achieve either condition.



**Closed Soffit:** Material to be paintable trim for fascia, soffit, and frieze. Overhang depth is style specific varying from 1'-0" to 2'-8".



**Open Soffit:** Material is considered finished framing and should be constructed in a manner projecting craftsmanship in the home. Rafters may have a scroll cut tail in the Folk Victorian Style. Tails may be terminated by a fascia or left completely exposed. Overhangs are a minimum of 2'-0".

## ARCHITECTURAL PATTERNS

### PORCHES

All covered porches shall be a minimum of 8 feet in depth. Ten feet is encouraged. The additional 2'-0" provides for furniture to be in a room setting.

The porch shall extend a minimum of 40% of the length of the main body.

Screen framing members and compositions, if visible from the street, shall be comparable to traditional wood framing (for example, 1x2, 2x2, etc.)

The screening shall be located and installed in a manner that does not obscure the architectural elements that define the style of the principle structure.

Enclosed porches are allowed given the surface area of the front facade is 70% window within the column bay with the window casing being adjacent to the column. Enclosure shall be located and installed in a manner that does not obscure the architectural elements that define the style of the principle structure.

All porch enclosure material shall be trim color

**Porch beam:** The width of the porch beam shall be equal to the column at the column neck, exclusive of the capital.

Pilasters or half columns, when used, shall be the width of porch beam and column neck. Pilasters shall be used when the porch is appended to the main body of the house. When the porch roof is integral with the main body roof, pilasters are optional.

### HEIGHT

With the exception of the Spanish Colonial style and the Cottage Common Lot, the first floor finished floor elevation shall be a minimum of 24 inches above the adjacent finished grade. Adjacent finished grade shall be measured at the midpoint of the front facade.

### WINDOWS

All windows are to punctuate the wall plane of the home. Double hung windows and casement windows sitting within a frame are preferred options as they provide the necessary relief. If the glazing of a window does not punctuate the wall plane one inch or greater then the window must be inset. All windows both first and second floor shall have the same inset.

Double hung or single hung windows are to be equal sash with a vertical proportion of 2:1

Specialty windows are discouraged. When necessary 2'-0" wide by 2'-4" tall "cube" windows can be accepted when in an appropriate composition.

All windows are to have casing at a minimum of a nominal 4" wide.

Muntins shall be 5/8" to 7/8" wide and shall project out from the glass. Muntins shall give the appearance of true divided lites.

Clear glass shall be used in all the windows and doors. Stained glass is an allowable material in special windows. Colored, applied tinted, or reflective glass is not permitted. Clear low-emissivity glass is encouraged.

Painting the inside face of the glass is not acceptable.

### WINDOW RHYTHM

The composition of windows is a critical part of the homes integrity. Windows shall be oriented in a pattern along a facade. Windows shall be aligned vertically when located in two story facades. Windows are encouraged to be positioned at least one window width away from any corner.



## ARCHITECTURAL PATTERNS

### SHUTTERS

Shutter height shall be equal to the window sash height. Each flanking shutter shall be one-half the width of the window so that the shutters can completely cover the window if in a closed position.

Shutters shall be of materials and hardware to be operable or appear to be operable.

Louvered shutters should be installed so as to shed water away from the house when shutters are in a "closed" position

Hinges and a shutter dog shall be provided on each shutter.

### DORMERS

Dormer windows, are used only for habitable interior space or future habitable interior space, must have appropriate window treatment including, but not limited to, blinds or curtains on the inside of the window. Painting the inside of the glass is not acceptable.

Doghouse or single window dormers shall be no wider than the window plus required casing. Refer to the Architectural Style Matrix.

### DOORS

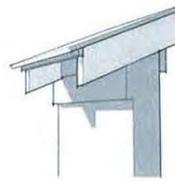
Doors should fit into the same guidelines and rhythm as windows. Entry doors should express importance through added casing detail and or color. Entry doors can include sidelights and all doors are to be 6'-8" tall and have transoms. Door slabs shall remain traditional. All glazing in doors, transoms, or sidelights to be clear. (Double doors are not allowed as entry doors)

### ROOFING

Asphalt dimensional shingles and metal are the predominant roofing material for most Architectural Styles with the exception of Spanish Colonial which is clay/concrete barrel tile. In all other styles, porch roofs are encouraged to be metal.

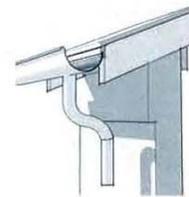
#### EAVE CONDITIONS WITH GUTTER OPTIONS

##### OPEN EAVES



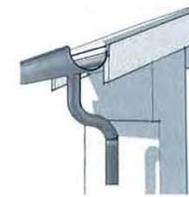
##### without gutter

open rafter tails with mill finish drip edge and 1x2 trim



##### standard

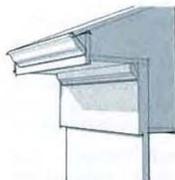
half round 6" to 7" gutter anodized aluminum coordinate color with trim round downspout



##### better

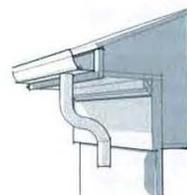
half round 6" to 7" gutter mill finish galvanized or copper round downspout

##### CLOSED EAVES



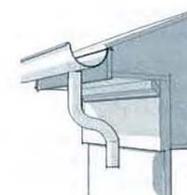
##### without gutter

vertical fascia with crown and mill finish drip edge



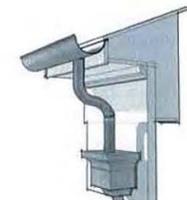
##### standard

K style 5" to 6" gutter anodized aluminum coordinate color with trim round downspout



##### better

half round 6" to 7" gutter anodized aluminum coordinate color with trim round downspout



##### best

half round 6" to 7" gutter mill finish galvanized or copper round downspout leader head

## ARCHITECTURAL PATTERNS

### GARAGES

Street-facing doors are permitted only on those lots requiring front access.

Street-facing garage doors shall be no wider than 16'-0" and shall be of a design that appears to replicate double doors.

Street-facing garages shall be located behind the Main Body of the house as appropriate to the architectural style and scale of the house. In no case shall the garage be more than 20'-0" from the rear property line. Waterfront lots with a carriage house located at the front are to have side facing garage doors.

On alleys, two car garages are permitted with a single garage door.

All garage doors shall be a minimum 7'-0" in height.

### PARKING

The required parking may be met by use of a garage, driveway or on-street parking as defined in the PUD Development Standards, page 58.

### OUTBUILDINGS

Outbuildings shall not exceed one story and shall be similar in architectural style to the primary structure. For purposes of this code requirement, detached garages are not considered outbuildings.

### STREET PATTERN CODE

Two of the objectives for Planned Unit Developments in the City of Winter Garden code are particularly important objectives for Oakland Park in providing a mixture of housing types in a viable complex environment.

*"Creation of a variety of housing types and compatible neighborhood arrangements that gives the homebuyer greater choice in selecting types of environment and living units," and*

*"Allowance of sufficient freedom for the developer to take a creative approach to the use of land and related physical development, as well as utilizing innovative techniques to enhance the visual character of the city."*

Smaller lots have historically been viewed as an attempt to only increase density. However, they can be an important component to provide diversity of housing product. Housing of various price ranges is a known healthy condition in viable neighborhoods. This cannot be readily achieved with monotonous rows of similar sized lots and homes whether large or small. In order to

successfully carry this off attention must be paid to not only the architecture of the homes but the street patterns that are implemented within the community. In an effort to create a harmonious neighborhood without becoming sterile or monotonous, the following guidelines for street patterning are incorporated in the Oakland Park Design Code.

To avoid repetition the Design Code identifies five key components of a house including:

- Massing
- Style
- Materials
- Porch
- Color

### PARAMETERS FOR PLAN DIVERSITY

Massing and Style are articulated in detail in the Design Codes. Materials, porch requirements and color are also contained within the Design Code. What is required in street patterning is diversity in the exterior appearance of housing product. Identical floor plans may occur at a minimum of 2 lot separations given 3 of the 4 components, massing, style, materials and porch are significantly altered. Similar colors cannot occur side by side.

Significant material changes include a change from horizontal lap siding to brick to stucco, where no single material on the street is dominant.

Significant porch changes include a change in design from a full façade front porch to a wrapping porch, second floor porch or portico.

### PARAMETERS FOR ARCHITECTURAL PLAN DIVERSITY

Winter Garden has a predominant mix of Colonial Revival, Craftsman, and Florida Vernacular. Secondary is Folk Victorian with a small percentage of Spanish Colonial. Oakland Park's street patterns wish to respect this historic blend of Architecture with the following:

Colonial Revival, Craftsman, and Florida Vernacular may be mixed into the block without restrictions on lot separation given that Plan Diversity parameters are met.

Folk Victorian shall be separated by a minimum of 3 lots on either side of the same street.

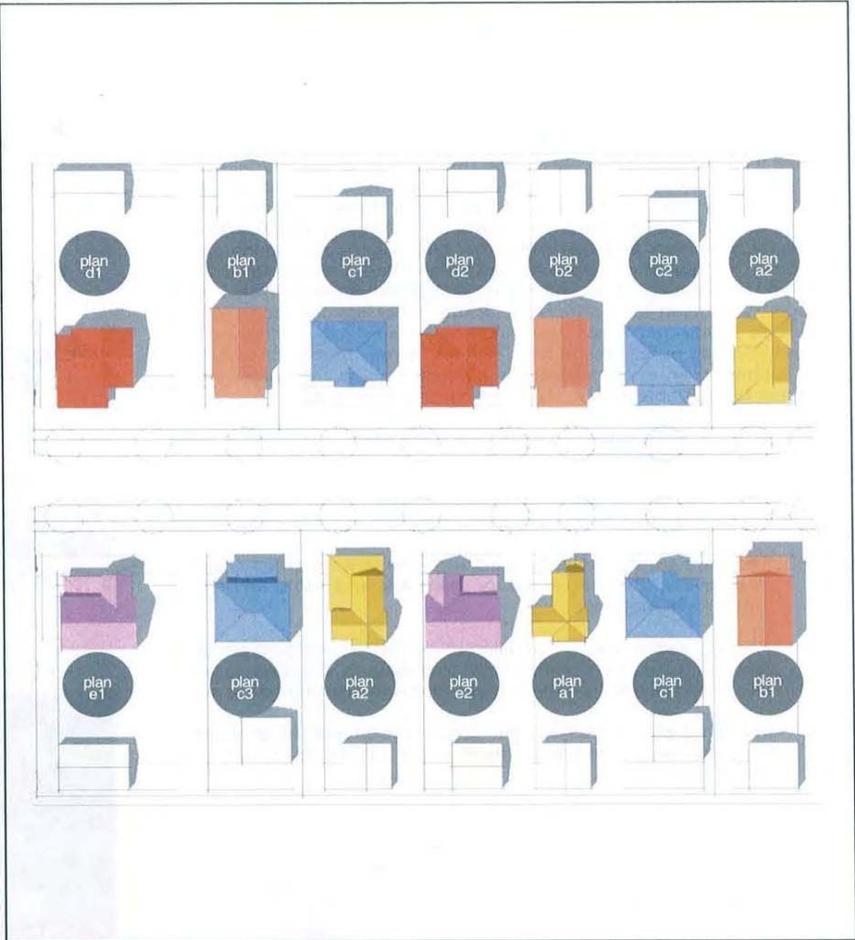
Spanish Colonial shall be separated by a minimum of 10 lots on either side of the same street.

# ARCHITECTURAL PATTERNS

## STREET PATTERN CODE EXAMPLE

### Plan types with varying key components:

- **Plan a1:** Colonial Revival, horizontal siding, portico entry
- **Plan a2:** Folk Victorian, board & batten, front porch
- **Plan a3:** Florida Vernacular, horizontal siding, wrapping porch
- **Plan b1:** Craftsman, horizontal siding, front porch
- **Plan b2:** Florida Vernacular, horizontal siding, two story front porch
- **Plan c1:** Colonial Revival, horizontal siding, pediment front - no porch
- **Plan c2:** Florida Vernacular, horizontal siding, 3 bay front porch
- **Plan c3:** Spanish Colonial, stucco, front loggia
- **Plan d1:** Craftsman, horizontal siding, wrapping porch
- **Plan d2:** Folk Victorian, board & batten, wrapping porch
- **Plan e1:** Fl. Vern. (asymmetrical massing), horizontal siding, 3 bay front porch
- **Plan e1:** Folk Vict. (asymmetrical massing), horizontal siding, 3 bay front porch



## ARCHITECTURAL PATTERNS

The following description of permissible Architectural styles are excerpted from the Oakland Park Pattern Book, *Patterns of the Past: A Foundation for the Future*.

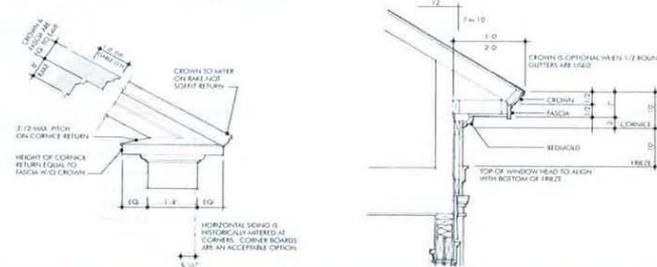
### COLONIAL REVIVAL

#### FUNDAMENTALS

During the earliest part of the 20th Century, much like today, there was a resurgence of the values and traditions of Colonial architecture. Colonial Revival is one of the most predominant styles in the area. The strong presence of the Colonial Revival home is defined by the home's main body symmetrical façade, a well detailed entry portico or full façade porch, and side wings that buttress the main body of the home. The typical condition for an Oakland Park Colonial Revival will be a street facing gable end no more than 28 feet wide with a front porch extending across the front façade. Other less common versions will be a side gable main body no more than 42 feet wide with an entry portico or full façade front porch that may be one or two story in height, or an asymmetrical form where a porch terminates into a street facing gable end protruding from the main body.

- A. Simple rectangular volumes are combined to create a main body and side wings
- B. Roofs are simple gables and hips with pitches ranging from 2:12 for porches to 6:12 through 10:12 pitch for main body and wings.
- C. The eave or cornice is finished with elements such as a frieze, bedmold at the intersection of the frieze and soffit, and fascia with crown molding.
- D. Porches and entries are detailed to the same level or at a higher level than the main body. Porch foundations, columns, railings, eaves, and ceiling treatment are all elements that define the style.
- E. Windows are double hung and are vertical in proportion. Typical windows have muntin patterns of 6 over 1. Other options include 3 and 4 over 1.

#### TYPICAL CORNICE RETURN



Please refer to Oakland Park pattern book for additional details and exceptions to general architectural patterns.



## ARCHITECTURAL PATTERNS

### CRAFTSMAN

#### FUNDAMENTALS

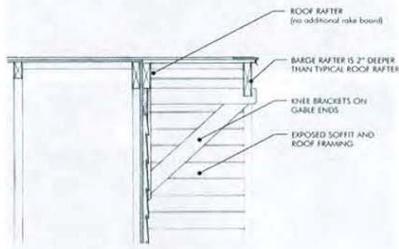
The Craftsman style's finish framing, unique massing, and colorful palette provide our community with diversity and character. The typical condition for an Oakland Park Craftsman home will be a foursquare home where the main body width and depth are no more than 32 feet. The square volume of the main body may be capped with a simple hip roof, gable, or a four sided gable. A front porch extends across the front façade. Other versions will be a bungalow with a full façade front porch that is incorporated with the main body roof. All of these forms are defined by the following details that are specific to Craftsman style.

- A. Simple square and rectangular volumes are combined to create a main body and side wings.
- B. Roofs are simple gables and hips with pitches ranging from 2:12 for porches to 6:12 through 9:12 pitch for main body and wings.
- C. The eave is simply detailed. Most have no fascia with plumb or square cut rafter tails. Other eaves will still have exposed rafters with a simple plumb or square fascia.
- D. Porches and entries are detailed to the same level as the main body. Porch foundations, square columns, tapered columns with tall column bases, unique railings, eaves, and ceiling treatment are all elements that define the style.
- E. Windows are double hung and are vertical in proportion. Typical windows have muntin patterns of 3 over 1. Other options include 2 over 1, and 1 over 1 (No mutins).

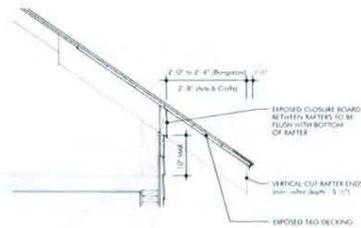


Please refer to Oakland Park pattern book for additional details and exceptions to general architectural patterns.

#### GABLE END DETAIL



#### TYPICAL EAVE CONDITION



## ARCHITECTURAL PATTERNS

### FLORIDA VERNACULAR

#### FUNDAMENTALS

The Florida Vernacular style is an adaptation of the national style known for its practical details and construction. This style is the best suited for our warm sub-tropic climate with its broad overhangs and deep porches allowing for shade and accepting of slight breezes. The typical condition for an Oakland Park Florida Vernacular will be a street facing gable end no more than 28 feet wide with a front porch extending across the front façade. Other less common versions will be a side gable main body nor more than 38 feet wide with a full façade front porch that may be one or two story in height, or an asymmetrical form where a porch terminates into a street facing gable end protruding from the main body. All of these main body forms are defined by the following details that are specific to Florida Vernacular.

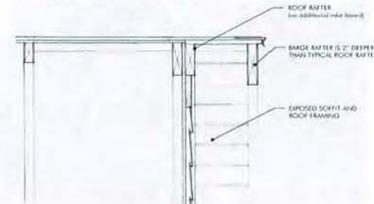
- A. Simple rectangular volumes are combined to create a main body and side wings.
- B. Roofs are simple gables and hips with pitches ranging from 2:12 for porches to 6:12 through 10:12 pitch for main body and wings.
- C. The eave is simply detailed. Most have no fascia with plumb or square cut rafter tails. Other eaves will still have exposed rafters with a simple plumb or square fascia.
- D. Porches and entries are detailed to the same level as the main body. Porch foundations, square columns, simple railings, eaves, and ceiling treatment are all elements that define the style.
- E. Windows are double hung and are vertical in proportion. Typical windows have muntin patterns of 3 over 1. Other options include 2 over 1, and 1 over 1 (no mutins).



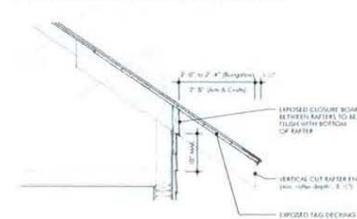
Please refer to Oakland Park pattern book for additional details and exceptions to general architectural patterns.



#### GABLE END DETAIL



#### TYPICAL EAVE CONDITION



# ARCHITECTURAL PATTERNS

## FOLK VICTORIAN

### FUNDAMENTALS

In Central Florida the Folk Victorian style is a refinement of the Florida Vernacular style. This style utilizes the same massing and forms as Florida Vernacular with additional detail and or ornamentation. The typical condition for an Oakland Park Folk Victorian will be a street facing gable end no more than 28 feet wide with a front porch extending across the front façade. Other common version will be a side gable main body no more than 28 feet wide with a full façade front porch that may be one or two story in height, or an asymmetrical form where a porch terminates into a street facing gable end more than 18 feet wide protruding from the main body. All of these main body forms are defined by the following details that are specific to Folk Victorian.

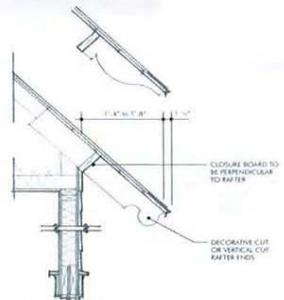
- A. Simple rectangular volumes are combined to create a main body and side wings.
- B. Roofs are simple gables and hips with pitches ranging from 2:12 for porches to 8:12 through 14:12 pitch for main body and wings.
- C. The eaves are either simply detailed with no fascia with plumb or square cut rafter tails or have a closed soffit with a frieze and modillions or brackets.
- D. Porches and entries are detailed to the same level as the main body. Porch foundations, square or turned columns, simple or ornate railings, eaves, and ceiling treatment are all elements that define the style.
- E. Windows are double hung and are vertical in proportion. Typical windows have muntin patterns of 3 over 1. Other options include 2 over 1, and 1 over 1 (no mutins).



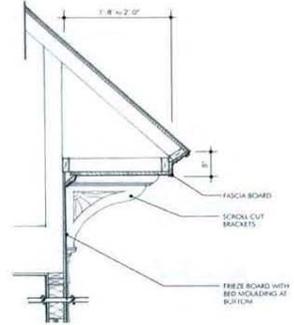
Please refer to Oakland Park pattern book for additional details and exceptions to general architectural patterns.



TYPICAL RAFTER CONDITION



TYPICAL CORNICE BRACKET



## ARCHITECTURAL PATTERNS

### SPANISH COLONIAL

#### FUNDAMENTALS

As the popularity of the Colonial Revival style increased during the early part of the century, the Spanish Colonial style became an attractive alternative in southeast Florida. Central Florida has many examples of this robust style ranging from small bungalows to lakefront estates. In some cases, the buildings would utilize elements from Mission and more formal European (Mediterranean) styles establishing architecture unique to our area.

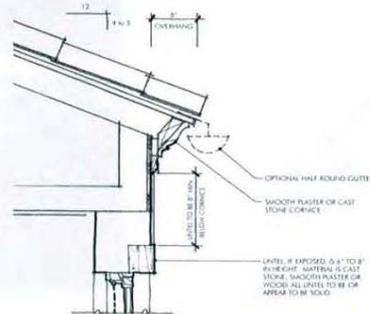
- A. Simple symmetrical rectangular volumes and asymmetrical vertical volumes are typical of the Spanish Colonial style. Spanish Colonial homes either have a large mass for a main body with loggias integral with the mass or have narrow volumes forming an asymmetrical composition.
- B. Roofs are low pitch (4:12 to 5:12), clay barrel tile in natural tones of red, orange, and brown. Gables, when used, do not span more than 16'-0" in width. Wider volumes utilize hip roofs.
- C. Very little or no eaves are utilized and the gable end consists only of one barrel tile on edge. Exceptions are open rafter tails with 1'-4" to 2'-0" overhang.
- D. Porches or Loggias can be incorporated with an entry or almost anywhere a view may be taken of an outside place of interest. Loggias are additive elements as well as being integral with the home. Most examples utilize classical columns (Doric, Corinthian) with full arches.
- E. Windows are a crucial element in these homes. A minimum 3" recess from face of stucco to window frame is required to show the mass of this minimally detailed facade. Casement windows are used in the Spanish Colonial style home.



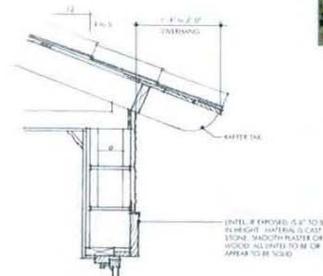
Please refer to Oakland Park pattern book for additional details and exceptions to general architectural patterns.



#### TYPICAL EAVE CONDITION



#### OPEN RAFTER TAIL EAVE CONDITION



**Architectural Style Matrix**

		Colonial Revival	Craftsman	Fl. Vernacular	Folk Victorian	Spanish Colonial	Notes
<b>Massing</b>							
<b>Ceiling Height</b>							
Elevation above grade	24"	24"	24"	24"	24"	12"	
1st Floor Ceiling Height	9'-0" - 10'-0"	9'-0" - 10'-0"	9'-0" - 10'-0"	9'-0" - 10'-0"	9'-0" - 10'-0"	9'-0" - 10'-0"	8'-0" for Cottage Common, Detached Manor, & Tandem lots
2nd Floor Ceiling Height	8'-0" - 9'-0"	8'-0" - 9'-0"	8'-0" - 9'-0"	8'-0" - 9'-0"	8'-0" - 9'-0"	8'-0" - 9'-0"	
Main Body St. facing gable	●	●	●	●	●	●	
Main Body Side facing gable	●	●	●	●	●	●	
<b>Roof type</b>							
Hip	●				●	●	
Gable	●	●	●	●	●	●	30'-0" Maximum span
<b>Roof</b>							
<b>Pitch - Main</b>							
2:12 - 4:12			●			●	
4:12 - 6:12			●				
6:12 - 8:12	●	●	●				
8:12 - 10:12	●		●	●	●		
10:12 - 14:12			●	●	●		
<b>Pitch - Porch</b>							
Flat	●				●	●	
2:12 - 4:12	●	●	●	●	●	●	
<b>Material</b>							
Metal - 5v	●	●	●	●			All front porch roof material to be metal
Metal - standing seam	●	●					
Dimensional shingle	●	●	●	●			
Clay						●	
<b>Eave</b>							
Closed Box Horizontal Soffit	●						
Closed Box Sloped Soffit		●	● see note	●			Permitted for Fl. Vernacular w/ horizontal siding or 5v mtl. roof
Open Rafter Tail - No Fascia		●	●	●		●	
Open Rafter Tail - Fascia		●	●	●			
<b>Overhang</b>							
	10" - 2'-0"	2'-0" - 3'-0"	2'-0" - 3'-0"	2'-0" - 3'-0"	2'-0" - 3'-0"	8" - 3'-0"	No overhang with crown is acceptable for Spanish Colonial

**Architectural Style Matrix**

		Colonial Revival	Craftsman	Fl. Vernacular	Folk Victorian	Spanish Colonial	Notes
<b>Dormers</b>							
	Gable	●	●	●	●		Dormers are approved only in habitable space
	Shed		●	●	●		
	Doghouse (single window)	●		●	●		
<b>Wall Surface</b>							
<b>Main Body</b>							
	Board & Batten			●	●		
	Brick	●					
	Horizontal Siding	●	●	●	●		
	Shingle		●	●	●		
	Stucco	●	●			●	Stucco may be allowed on 1st floor only in Fl. Vernacular
<b>Appendages</b>							
	Board & Batten	●	●	●	●		
	Brick	●					
	Horizontal Siding	●	●	●	●		
	Shingle	●	●	●	●		
	Stucco	●	●	●		●	
<b>Porch</b>							
<b>Columns</b>							
	Square		●	●	●	●	columns may be chamfered
	Doric Square	●					
	Doric Round	●				●	
	Ionic, Corinthian Round	●				●	
	Tapered		●				
<b>Balusters</b>							
	Square	●	●	●	●		Max 3" apart
	Turned				●		Max 3" apart
	Solid Wall		●				
	Wrought Iron					●	
<b>Base</b>							
	Stucco					●	
	Stucco w/ Full Brick Edge	●	●	●	●		
	Wood Frame on Piers	●	●	●	●		
	Full Brick Stemwall	●	●	●	●		

**Architectural Style Matrix**

		Colonial Revival	Craftsman	Fl. Vernacular	Folk Victorian	Spanish Colonial	Notes
Floor Surface	Concrete (stained, shell, salt)	●	●	●	●	●	Acrylic not allowed Saltillo tile for Spanish Colonial
	Brick	●	●	●	●	●	
	Wood	●	●	●	●		
<b>Windows</b>							
Type							
	DH or SH (2 over 1)		●	●	●		Note: 1 over 1 is permitted with horizontal siding or 5v mtl. roof
	DH or SH (2 over 2)	●		●	●		
	DH or SH (3 over 1)		●	●	●		
	DH or SH (6 over 1)	●					
	Casement (3 Light)					●	
	Casement (6 Light)					●	
<b>Shutters</b>							
	Louvered	●	●	●			
	Paneled	●			●		
	Board		●	●	●	●	
<b>Doors</b>							
<b>Entry</b>							
	2 Panel with Transom	●	●	●	●	●	Full Light French and Double Doors are not allowed as Entry
	4 Panel with Transom	●		●	●		
	6 Panel with Transom	●					Upper panels may be glazing
	2 Panel with Transom w/ sl.	●	●		●		
	4 Panel with Transom w/ sl.	●			●		
	6 Panel with Transom w/ sl.	●					
<b>Personnel</b>							
	French with Transom	●	●	●	●	●	
	3/4 light with Transom	●	●	●	●	●	
	1/2 light with Transom	●	●	●	●	●	
	2 Panel	●	●	●	●	●	
	4 Panel	●		●			
	6 Panel	●					
<b>Garage</b>							
	Carriage dr 16' x 7', 16' x 8'	●	●	●	●	●	
	Carriage dr 9' x 7', 9' x 8'	●	●	●	●	●	

- Primary Selection
- Secondary and alternative selection

## DEVELOPMENT NOTES

Project Description: This community is a traditional neighborhood design, including a mixture of residential unit types, a neighborhood center, a regional trail and many civic spaces. The design includes TND development standards in the Planned Unit Development, including reduced building setbacks, porches, rear garages and alleyways, community open space and a focus on walkability. Oakland Park is connected by multiple streets and pathways to the surrounding neighborhoods in Winter Garden and Oakland.

### SITE DATA

	Wetlands and Waterbodies (acres)	Net Developable (acres)	Gross Acreage
City of Winter Garden	23.6	166.3	189.9

### FUTURE LAND USE AND ZONING

	Future Land Use	Current Zoning	Proposed Zoning
City of Winter Garden	SUB, LR	PUD	PUD

### DEVELOPMENT SUMMARY

Proposed - City of Winter Garden		
Land Use	Acres	Dwelling Units
Special Districts	8.6	
T4-O (Neighborhood General-Open)	2.2	610
T4-R (Neighborhood General-Restricted)	27.1	
T3 (Neighborhood Edge)	64.3	
T2 (Open Space)	50	
Retention		
Right of Way	37.7	
<i>Total</i>	<b>189.9</b>	

## DEVELOPMENT NOTES

### MAXIMUM RESIDENTIAL UNITS BY TYPE AND SIZE AT BUILDOUT

In order to insure diversity, each lot type will be limited to a maximum percent of the approved total number of units. The Gross Density of Oakland Park based on a maximum of 610 units on 189.9 acres is 3.21 DU/AC.

Housing Type	Maximum Percentages Allowed by Transect Zone			
	T-3	T-4R	T-4O	Total
Large House Lot <sup>1</sup>	22% or 134	8% or 50		30% or 184 <sup>1</sup>
Estate House Lot <sup>2</sup>	15% or 91			15% or 91 <sup>2</sup>
Lakefront House <sup>3</sup>	5% or 30			5% or 30 <sup>3</sup>
Manor Homes	3% or 18			3% or 18
Cottage Common Lots	7% or 45	4% or 25		11% or 70
Oakland Avenue Lots <sup>4</sup>	1% or 5			1% or 5 <sup>4</sup>
Tandem House Lot		12% or 73		12% or 73
House Lot	13% or 81	22% or 134		35% or 215
Live Work Units		5% or 30	1% or 6	6% or 36
Townhomes		15% or 91		15% or 91
Apartment House Lot		8% or 48	2% or 12	10% or 60

<sup>1</sup>Minimum Large House Lots required shall be 22% or 134.

<sup>2</sup>Minimum Estate House Lots required shall be 10% or 60.

<sup>3</sup>Minimum Lakefront House Lots required shall be 3% or 18.

<sup>4</sup>Minimum Oakland Avenue Lots shall be 5.

<sup>5</sup>Maximum number of single or multifamily housing units that can be built is 610 or 187 respectively.

### PERMITTED USES BY RIGHT AND BY SPECIAL EXCEPTION

	T2 District	T3 District	T4-R District	T4-O District	Union Club Special District	Meadowmarsh Special District	Lake Brim Special District
Single Family Detached Residential <sup>1</sup>		P	P			P	P
Attached two and three unit residences		P	P				
Townhomes with more than 3 attached units			P	P			
Apartments			P <sup>2</sup>	P	SE		
Live-work units				P			
Accessory residential units over garages		P	P	P			
Public parks, playgrounds and recreational facilities and related structures	P	P	P	P	P	P	
Schools				SE		SE	SE
Churches and other places of worship, parish houses			SE	P			
Kindergartens, nurseries and child day care facilities				P		SE	SE
Marinas and boat basins operated as private clubs					P		
Bed and Breakfast lodging facilities			SE	SE	P	P	SE
Governmental institutions and cultural facilities				P	P	P	
Medical and dental clinics, excluding animal clinics				SE			
Retail establishments				P	P		
Eating and drinking establishments				P	P	P	
Office, studios				P	P	P	
Financial Institutions				P			
Hotels				SE	SE		
Private clubs and lodges					P	P	
Personal services				P			
Public buildings				P			
Retail stores and shops of a neighborhood convenience, such as convenience foodstores, dry cleaning and laundry facilities, bakeries, drug and sundries, barbershops and beauty shops and the like.				P	SE		
Outdoor sales displays	P			P	P		
Agricultural uses including groves and gardens	P	P	P	P			
Filling or service stations							

<sup>1</sup> For specific single family lot products permitted in the T3 and T4-R districts refer to the Urban Standards section and each individual lot sheet

<sup>2</sup> 2 apartments in T4-R north of the West Orange Trail permitted by Special Exception; permitted by right South of the West Orange Trail.

P=Permitted SE=Special Exception

## DEVELOPMENT NOTES

PUD Development Standards																				
Lot Type	Minimum Lot Width or Range	Square Foot Range <sup>18</sup>	Required Parking Spaces <sup>1</sup>	% Impervious <sup>17</sup>	Maximum Height <sup>1,9</sup>	Minimum Front Porch Setbacks <sup>13</sup>			Minimum Primary Structure Setbacks <sup>13</sup>						Minimum Garage Setbacks <sup>7, 13</sup>					
						Front	Side	Side Street	Front <sup>2,11</sup>	Rear <sup>1</sup>	Side <sup>4</sup>		Side Street	Building Separation		PD Perimeter <sup>10</sup>	Front <sup>5</sup>	Rear <sup>6</sup>	Side	Side Street
										T3	T4									
Manor House Lot Attached	35'	1000-3800	2	80%	35'	5'	5'	N/A	12' - 25'	5/15'	5'	5'	N/A	10'	10'	20'	N/A	5' or >20'	3'	5'
Manor House Lot Detached	35' to 40'	1000-3800	2	80%	35'	5'	5'	N/A	12' - 25'	5/15'	5'	5'	5'	10'	10'	20'	N/A	5' or >20'	3'	5'
Tandem House Lot	55' - 80'	800-2000	2	80%	35'	5'	5'	5'	12'	5'	5'	5'	5'	10'	10'	20'	10' N/A	5'	5'	5'
House Lot	40' to 50'	1,000-2800	3	80%	35'	5'	5'	N/A	12' - 25'	5/15'	7.5/7.5' or 5'/10'	5'	N/A	15'	10'	20'	N/A	5' or >20'	3'	5'
Large House Lot	50' to 65'	1400-4000	3	70%	40'	5'	5'	5'	12' - 25'	5/15'	7.5/7.5' or 5'/10'	5'	5'	15'	10'	20'	N/A	5' or >20'	3'	5'
Estate House Lot	65'	2000-6500	3	60%	40'	5'	5'	5'	12' - 25'	5/15'	7.5/7.5' or 5'/10'	N/A	10'	15'	N/A	20'	N/A	5' or >20'	5'	10'
Oakland Avenue Lot	90'	2400-7600	3	40%	40'	35'	7.5'	5'	50'	5/15'	7.5/7.5' or 5'/10'	N/A	10'	15'	N/A	20'	N/A	5' or >20'	5'	10'
Lakefront Home Lot	50'	2000-6500	3	70%	40'	5'	5'	N/A	12' - 25'	15'	7.5/7.5' or 5'/10'	N/A	N/A	15'	N/A	20'	N/A	10'	5'	N/A
Cottage Common Lot <sup>8</sup>	N/A	800-2400	1.5	50%	30'	5'	6'	5'	12'	15'	15'	15'	15'	15'	15'	20'	10'	10'	10'	10'
Townhome Lot	18'	1,000-3800	2	90%	40'	0'	0'	5'	5'	5'	N/A	0' <sup>12</sup>	5'	N/A	15' <sup>16</sup>	20'	N/A	5'	0 or 5'	5'
Live/Work Lot	18'	1000-3800	3	90%	40'	0'	0'	5'	5'	5'	N/A	5' <sup>12</sup>	5'	N/A	15' <sup>16</sup>	20'	N/A	5'	5'	5'
Apartment House Lot	40'	450 - 800 <sup>13</sup>	1 - 2 <sup>15</sup>	90%	40'	5'	7.5'	5'	10'	10'	N/A	7.5'	5'	N/A	15'	20'	N/A	5'	5'	5'
Retail Building Lot	20'	N/A		100%	40'	0'	0'	0'	0'	10' 0'	N/A	0'	0'	N/A	0'	20'	N/A	5'	5'	5'

<sup>1</sup>The maximum building height shall be measured from the midpoint of a line connecting the front and rear property lines drawn diagonally from opposing corners, to the peak of the roof, exclusive of chimneys and cupolas.

<sup>2</sup>The maximum front yard setback to the front primary building facade for a Manor House, House Lot, Large House Lot, or Estate House Lot shall be 25'

<sup>5/15'</sup> denotes 5' if alley loaded, 15' for standard lots.

<sup>8</sup>Guest parking is not included except in the case of the Cottage Common Lot.

<sup>9</sup>Garages are either alley-loaded or when front loaded located at the rear of the lot, behind the primary structure. Lakefront lots face the lake, so the garage will in these instances be at the front of the lot nearest the street.

<sup>6</sup> 5' or >20' requires the garage to be setback 5' from the rear lot line or more than 20', but not between 5' and 20'

<sup>8</sup>Granny flats are permitted as a second floor use above the garages.

<sup>9</sup>Cottages are in a condominium-style ownership and therefore setbacks listed are to the perimeter of the parcel.

<sup>10</sup>Maximum building height for garages is 25' to peak of roof; in no case shall height of garage exceed height of primary structure.

<sup>11</sup>Garage setback from the PD perimeter is a minimum of 10' if one story in height.

<sup>12</sup>The maximum front yard setback of homes on lots fronting the West Orange Trail may be up to 35' feet from the adjacent trail right-of-way.

<sup>13</sup>Primary Structure side setback shall be 0' if the adjacent lot is a live/work or townhome lot, neighboring units shall be designed to allow zero lot line construction. In all other instances side setbacks shall be consistent with City Code or a minimum of 7.5' which ever is greater.

<sup>14</sup>Where a building envelope diagram has been filed with the plat, setbacks shown on the building envelope diagram shall prevail.

<sup>15</sup>Minimum apartment square footages are governed by bedrooms; studio apartment 450SF, 1 bedroom apartment 550SF, 2 bedroom apartment 650 SF; three bedroom and larger 900SF.

<sup>16</sup>Apartment parking required is governed by bedrooms; studio apartment 1 space; 1 bedroom 1.5 spaces; 2 bedroom and larger 2 spaces.

<sup>17</sup>Building separation for Townhome and Live/Work Lots shall be consistent with City Code for townhome building separation.

<sup>18</sup>Maximum allowable percent impervious standards will be required to conform to SJRWMD permit requirements. This condition will be confirmed by the founder with the submission of each preliminary plat.

<sup>19</sup>For lot types with minimum living area square footages of less than 2,000 square feet, no more than 10% of the allowable number of lots of that type will be permitted to have a house less than 110% of the minimum living area square footage.

## DEVELOPMENT NOTES

### GENERAL DEVELOPMENT NOTES

1. **Phasing.** A phasing plan is included with this submittal on page 61. The phasing plan identifies all phases, including those currently under construction. The applicant reserves the right to modify proposed future phases based on future demand. In no case will a phase be proposed that cannot along with previous phases stand alone as an independent project.
2. **Common Open Space.** Common open space may include community recreation, parks, wetlands, water bodies, upland buffers, retention, and landscape buffers. There will be in excess of 45 acres of common open space in Oakland Park. No more than 50 percent of the required open space may be retention. Detailed open space calculations will be provided with the subdivision plan. Common and recreation open space will be owned and maintained by either the Home Owners' Association or a Community Development District. The applicant reserves the right to form a community development district
3. **Recreation Open Space.** Usable recreation and open space may include community parks, neighborhood parks, community clubhouses, active recreation, passive recreation, trails, marina, community recreation/athletic facilities and associated facilities. There will be in excess of 45 acres of usable recreation and open space in Oakland Park.
4. **Street Trees and Landscaping.** Street trees will be an integral part of the landscape of Oakland Park. They will be permitted to occur in the street right of-way, as long as they do not conflict with underground utilities. Oakland Park shall provide the quantity, size, and type of landscape required by the controlling jurisdiction.
5. **Pedestrian Circulation.** Oakland Park will include minimum 5' sidewalks along sides of all streets with the exception of Rear Lanes. There will be 5' sidewalks adjacent to the West Orange Trail, only when fronted by residential lots. The West Orange Trail, accommodating users from all over the region, transverses the development and there will be an 8' internal trail beginning in the neighborhood center and looping through the development. Please see the street cross sections for details on sidewalk locations.
6. **Stormwater Management.** Stormwater management will be provided consistent with the requirements of the St. Johns River Water Management District Master stormwater facilities will be designed to provide the pre-post difference for the 25 year/24 hour storm event for the developed site and will meet the requirements of the Lake Apopka Rule.
7. **Sanitary Sewer and Potable Water.** Potable water, central sewer, and reuse water will be provided by the City of Winter Garden.
8. **Vehicular Circulation.** A street network plan and street types are identified on the Land Use and Regulating Plan.
9. **School Capacity Analysis.** The Applicant has executed a Capacity Reservation Agreement with Orange County Public Schools (OCPS) for 750 dwelling units.
10. **Solid Waste.** Solid waste services will be provided by the City of Winter Garden.
11. **Parking Requirements.** All uses in Oakland Park shall meet the City of Winter Garden's parking requirements found in Section 118-1386 except that on street parking can be counted as available spaces for non residential uses when within a convenient walking distance.  

A parking plan will be submitted prior to or concurrently with a pre-plat submittal providing required parking per PUD Development Standards chart on page 58. The Parking Plan will show available onsite and on street parking. Up to one space per unit may be on street with the exception of the Cottage Common Lots. If a lot also includes a "Granny Flat" by definition that lot will be required to have one additional space on site. Every single-family lot will be required to accommodate a garage or carport whether built during initial construction or not. Every front-loaded home will be required to have a garage or carport.

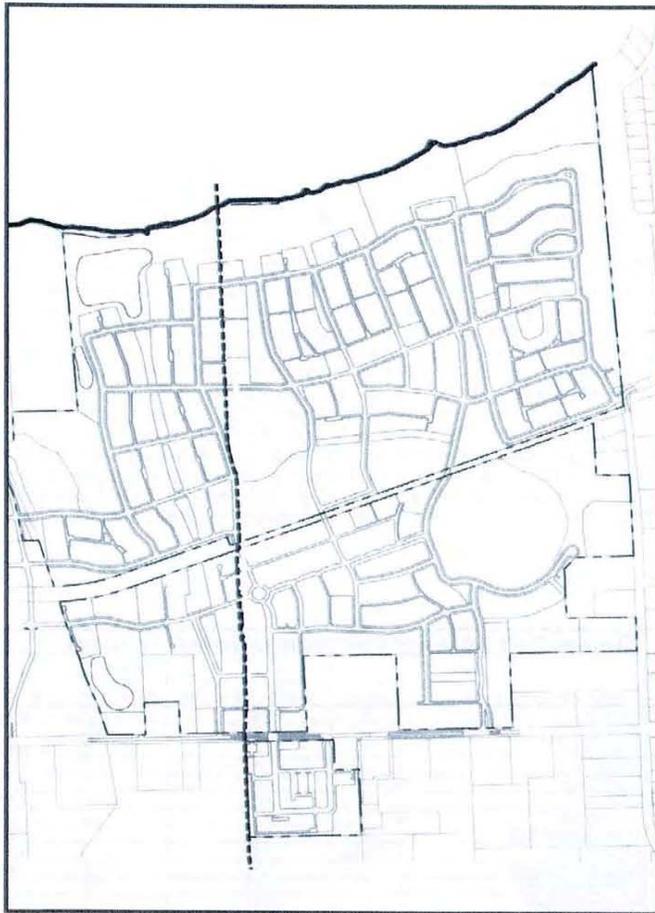


## DEVELOPMENT NOTES

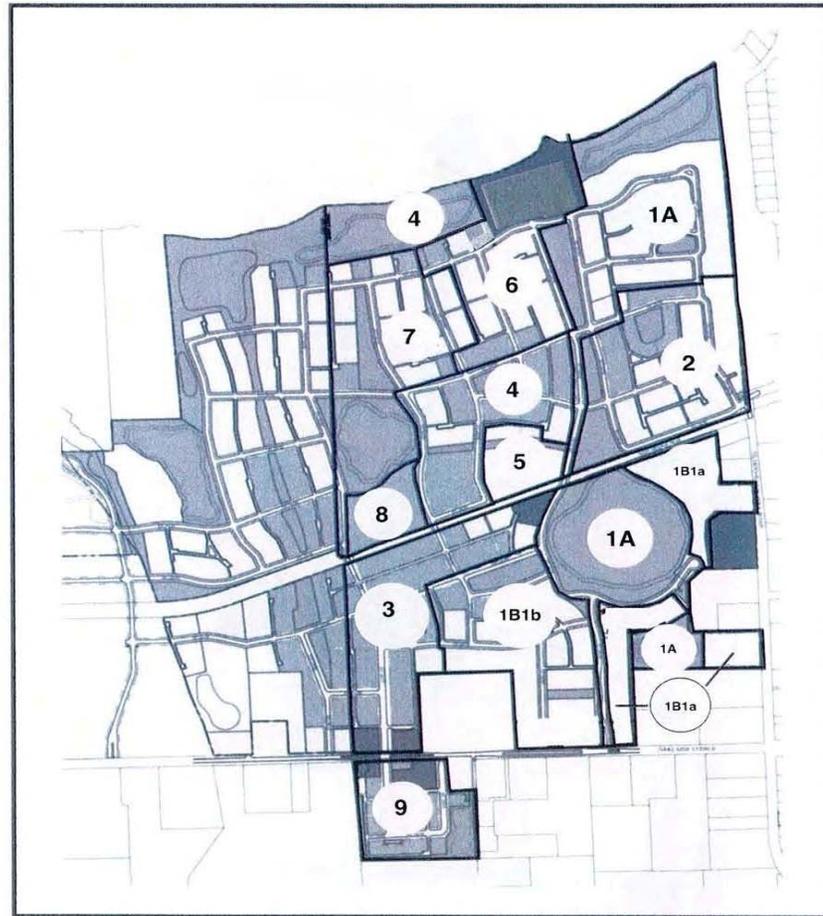
### GENERAL DEVELOPMENT NOTES

12. **Granny Flats.** In Winter Garden up to 35% of the residential units in each phase will be permitted to have "granny flats." "Granny Flats" will be limited to one floor above the garage not to exceed 800 square feet. To be classified as a "Granny Flat" the unit must meet all of the following conditions:
  - "Granny Flats" have an entry that is discrete and separate from the primary house, providing private access to the "granny flat"
  - "Granny Flats" are metered separately from the primary house
  - "Granny Flats" have a separate full service kitchen
  - A "Granny Flat" can be rented only if the owner lives in the primary house.
13. **Union Club.** The Union Club is the Oakland Park community recreation facility located on Lake Apopka. It will include a swimming pool, tennis court, and children's playground.
14. **Meadowmarsh Park.** Meadowmarsh Park is the community recreation facility South of the West Orange Trail, opposite Lake Brim. It will include a swimming pool and children's playground.
15. **Applicability.** This amendment to the Oakland Park PUD shall supercede the Oakland Park PUD in affect at the time of adoption and shall apply to the entire development without exception .

## FLOODPLAIN and PHASING

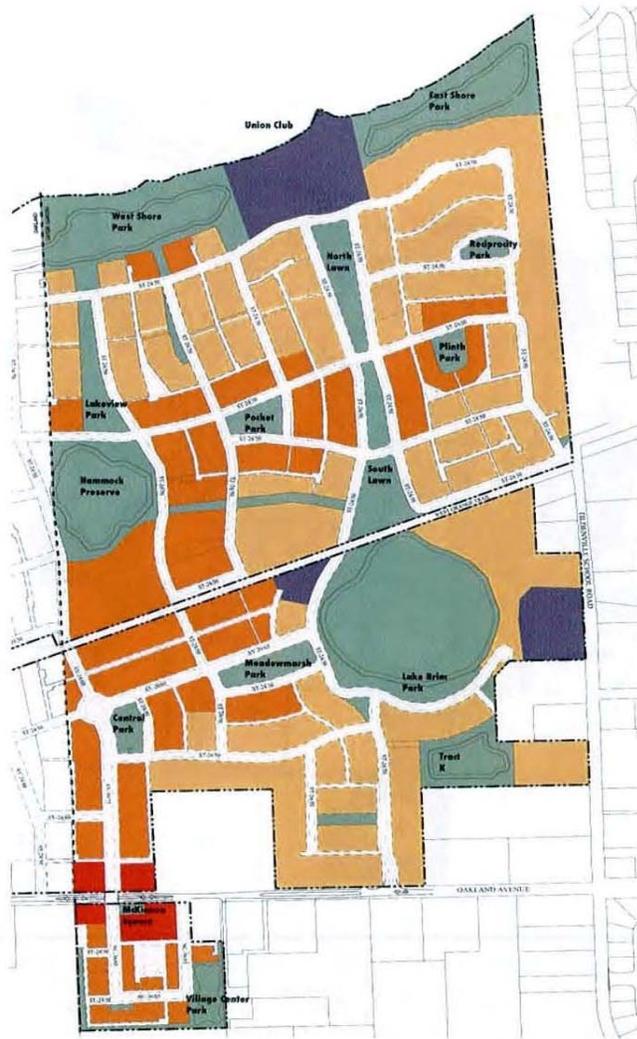


— Floodplain Line



**Phasing.** The phasing plan identifies potential phases, including those constructed or currently under construction. The applicant reserves the right to modify proposed future phases based on future demand. In no case will a phase be proposed that cannot along with previous phases stand alone as an independent project.

## COMMUNITY OPEN SPACE



The community will provide a minimum of five (5) percent of the gross site acreage as usable recreation/open space (189.9 acres x .05 = 9.5 acres) and a minimum of twenty (20) percent of the gross site acreage as common open space (189.9 x .20 = 38.0 acres). The proposed development will exceed the minimum requirements for usable recreation/open space and common open space in the City of Winter Garden.

Usable recreation and open space may include community parks, neighborhood parks, active recreation, passive recreation, trails, community recreation/athletic facilities and associated facilities. There will be in excess of 25 acres of usable recreation and open space in Oakland Park.

Common open space may include community recreation, parks, wetlands, water bodies, upland buffers, retention, and landscape buffers. There will be in excess of 45 acres of common open space in Oakland Park. No more than 50 percent of the required open space may be retention. Detailed open space calculations will be provided with each subdivision plan. Common and recreation open space will be owned and maintained by the Home Owners' Association. All ponds will have a drainage easement to the City. The Oakland Park Parks and Open Space Inventory identifies the proposed parks and community open space that will be provided. The acreages are estimates and may have minor variances as a result of final engineering, subject to compliance with provision of a minimum 20 percent Common Open Space (38.0 +/- acres) and a minimum five (5) percent of usable recreation area

Oakland Park Parks and Open Space Inventory (in acres)						
	Current or Proposed Name	Phase	Park Facility	Dry Retention	Lake or Wet Retention	Total
1	Union Club	6	5.5			5.5
2	Tract K	1A	1.2		0.7	1.9
3	Pocket Park	4	0.8			0.8
4	North Lawn	1A	1.8			1.8
5	South Lawn	2	2.6			2.6
6	Lake Brim	1A	1.9		10.3	12.2
7	Central Park	3	0.7			0.7
8	Meadowmarsh Park	1B1	1.2			1.2
9	Median Parks	various	0.5			0.5
10	Hammock Preserve	7	1.6		3.8	5.4
11	Village Center Park	9	0.4		0.7	1.1
12	McKinnon Square	9	0.2			0.2
13	Lakeview Park	7	1.6			1.6
14	Plinth Park	2	0.6			0.6
15	Reciprocity Park	1A	0.5			0.5
16	East Shore Park	1A	2.9	2.9		5.8
17	West Shore Park	4	3.9		3.8	7.6
			27.8	2.9	19.3	50.0

## AMENITY

The Open Space Plan for Oakland Park includes a diversity of amenities for the benefit of the community. Completion of the first phase of construction included completion of East Shore Park, Lake Brim Park and the majority of the North Lawn. All three parks are actively used by residents of Oakland Park and the surrounding community. This includes residents of nearby subdivisions that were built without usable open space.

To insure that the provision of parks and facilities keeps pace with development of the community as phases are developed the associated parks within that phase will be substantially complete prior to the issuance of the building permit for over 50% of the units to be constructed in that phase. The adjacent sketches show the current conceptual plan for Meadowmarsh Park and the amenities for the Union Club. Each will contain a swimming pool. The pool in Meadowmarsh Park will be constructed as part of Phase 1B1. The pool in the Union Club will be constructed as the Meadowmarsh Park pool reaches design capacity.



CONCEPTUAL PLAN FOR MEADOWMARSH PARK



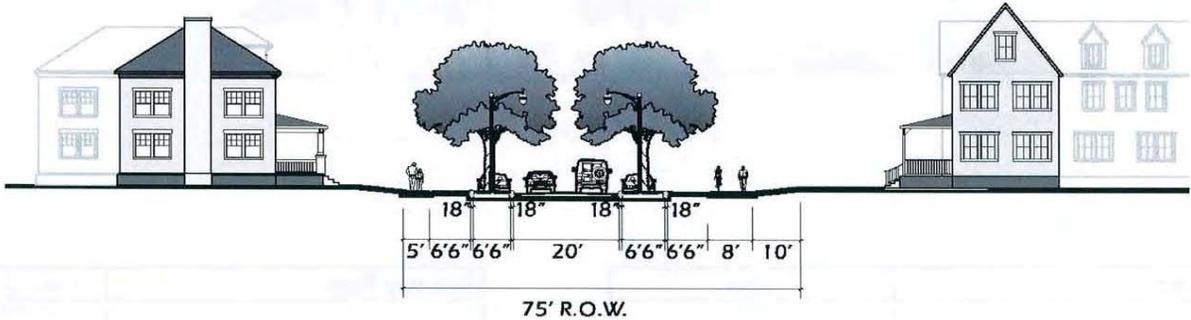
CONCEPTUAL ILLUSTRATIONS OF UNION CLUB AMENITIES



# STREET NETWORK PLAN

The Street Network Plan includes a variety of Avenues, Streets, and Lanes. These are identified on the Land Use and Regulating Plan, page 15 and full size in rear pocket. Rear lanes shown on the Land Use and Regulating Plan may in some cases be eliminated and those lots front loaded.

## AVENUE 'A' (AV-20/75)

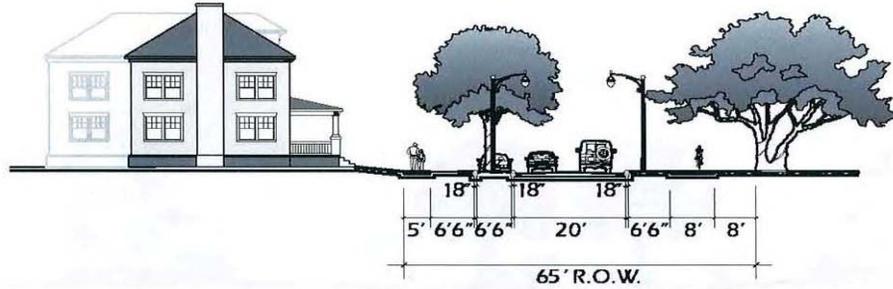


<b>Movement</b>	Slow
<b>Design Speed</b>	25
<b>R.O.W. Width</b>	75'
<b>Pavement Width</b>	20'
<b>Traffic Flow</b>	Two-way
<b>Number of Parking Lanes</b>	Two sides protected with bulb-outs
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	Bike Path (one side)
<b>Bikeway Width</b>	8' (shared with pedestrians)
<b>Sidewalks</b>	One Side
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6" - 14'6"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

# STREET NETWORK PLAN

## AVENUE 'B' (AV-20/65)

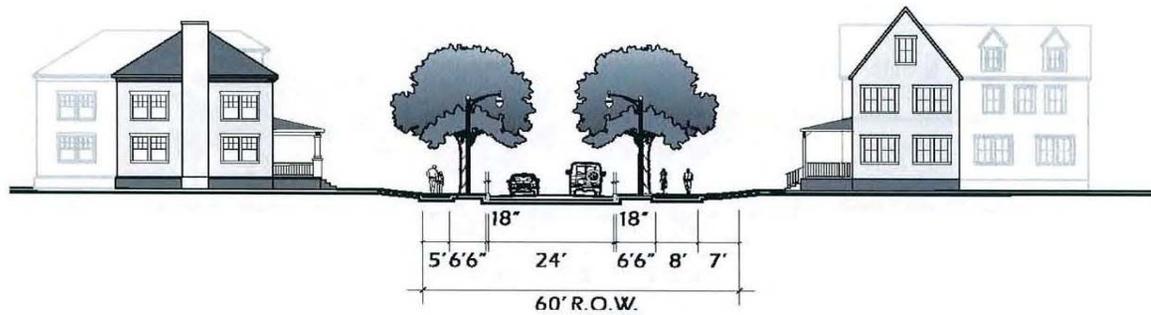


<b>Movement</b>	Slow
<b>Design Speed</b>	25
<b>R.O.W. Width</b>	65'
<b>Pavement Width</b>	20'
<b>Traffic Flow</b>	Two-way
<b>Number of Parking Lanes</b>	One side protected with bulb-outs
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	Bike Path (one side) 8' (shared with pedestrians)
<b>Bikeway Width</b>	8' (shared with pedestrians)
<b>Sidewalks</b>	One Side
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6" - 14'6"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

## STREET NETWORK PLAN

### AVENUE 'C' (AV-24/60)

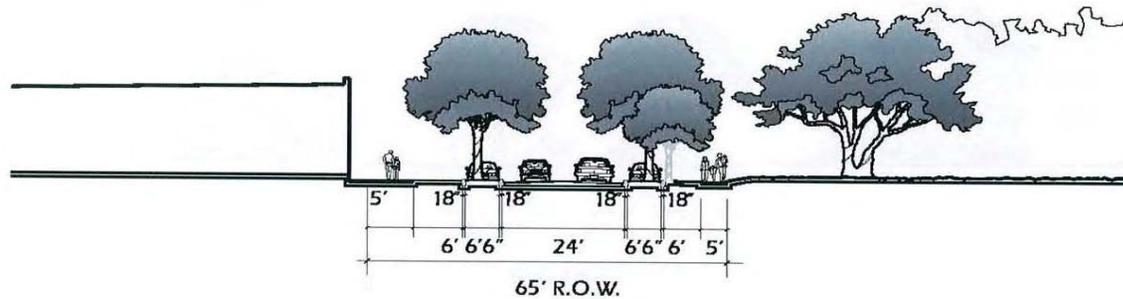


<b>Movement</b>	Slow
<b>Design Speed</b>	25
<b>R.O.W. Width</b>	60'
<b>Pavement Width</b>	24'
<b>Traffic Flow</b>	Two-way
<b>Number of Parking Lanes</b>	None. Parking allowed one side.
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	Bike Path (one side)
<b>Bikeway Width</b>	8' (shared with pedestrians)
<b>Sidewalks</b>	One Side
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

## STREET NETWORK PLAN

### NEIGHBORHOOD CENTER STREET (NC-24/65)

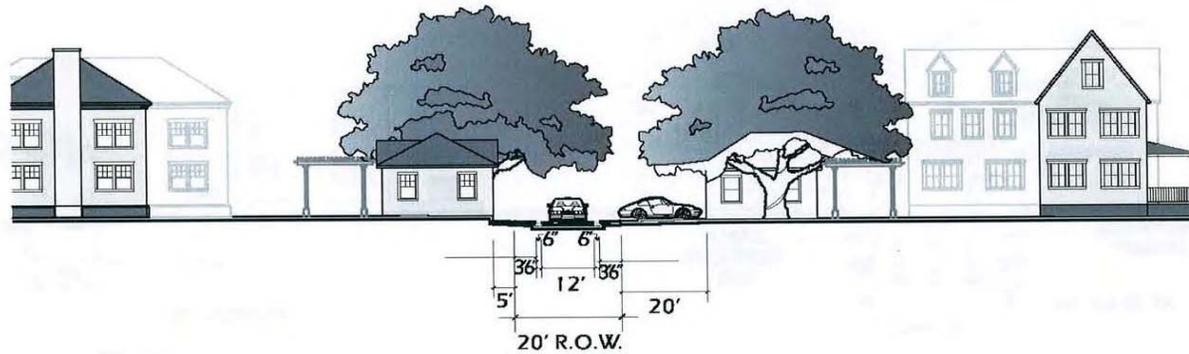


<b>Movement</b>	Slow
<b>Design Speed</b>	5
<b>R.O.W. Width</b>	65'
<b>Pavement Width</b>	24'
<b>Traffic Flow</b>	Two-way
<b>Number of Parking Lanes</b>	Two sides protected with bulb-outs
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	N/A
<b>Bikeway Width</b>	N/A
<b>Sidewalks</b>	Each Side
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6" -14'0"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

## STREET NETWORK PLAN

### REAR LANE (RL-12/20)\*\*\*



<b>Movement</b>	Slow
<b>Design Speed</b>	10
<b>R.O.W. Width</b>	20'
<b>Pavement Width</b>	12'
<b>Traffic Flow</b>	One-way
<b>Number of Parking Lanes</b>	N/A
<b>Curb Types</b>	6" Ribbon Curb if asphalt
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	N/A
<b>Bikeway Width</b>	N/A
<b>Sidewalks</b>	N/A
<b>Sidewalk Width</b>	N/A
<b>Planter Width</b>	N/A
<b>Planter Type</b>	N/A
<b>Planting Pattern</b>	N/A
<b>Tree Type</b>	N/A

\*\*\*Rear Lanes will be in a tract owned by the HOA

## STREET NETWORK PLAN

### STREET (ST-24/50) WITH ALLEY



<b>Movement</b>	Slow
<b>Design Speed</b>	25
<b>R.O.W. Width</b>	50'*
<b>Pavement Width</b>	24'**
<b>Traffic Flow</b>	Two-way
<b>Number of Parking Lanes</b>	None. Parking allowed one side.
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

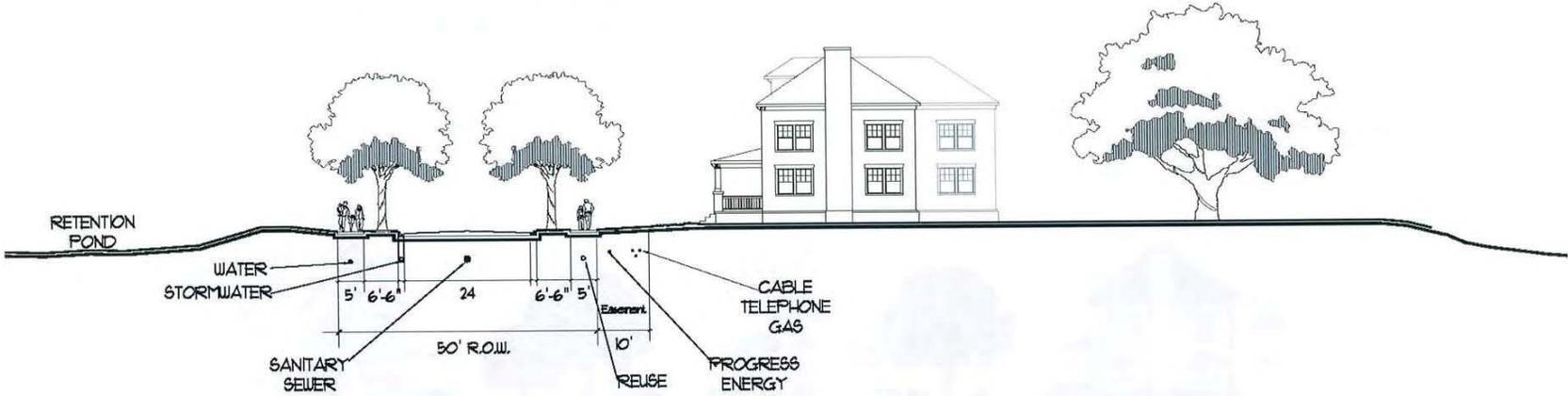
\* 40' right-of-way width if one way

\*\* 16' pavement width if one way

<b>Bikeway Type</b>	N/A
<b>Bikeway Width</b>	N/A
<b>Sidewalks</b>	Each Side
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

# STREET NETWORK PLAN

## STREET (ST-24/50) WITHOUT ALLEY



<b>Movement</b>	Slow
<b>Design Speed</b>	25
<b>R.O.W. Width</b>	50'*
<b>Pavement Width</b>	24'***
<b>Traffic Flow</b>	Two-way
<b>Number of Parking Lanes</b>	None. Parking allowed one side.
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

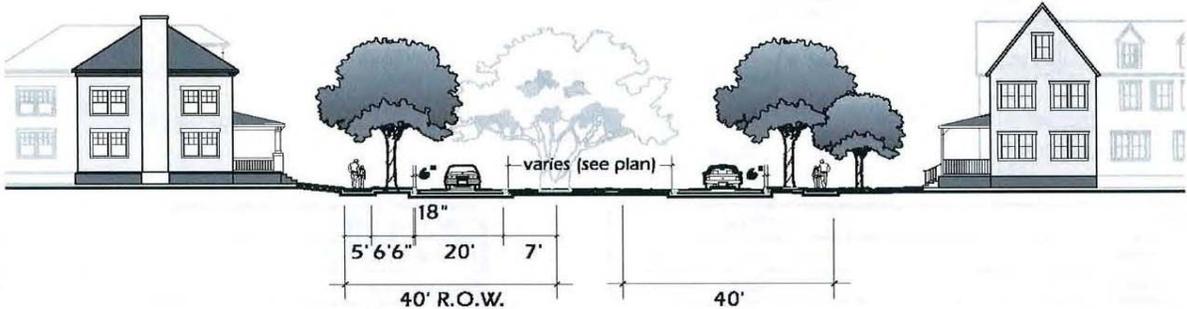
<b>Bikeway Type</b>	N/A
<b>Bikeway Width</b>	N/A
<b>Sidewalks</b>	Each Side
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

\* 40' right-of-way width if one way

\*\* 16' pavement width if one way

# STREET NETWORK PLAN

## STREET (ST-20/40)

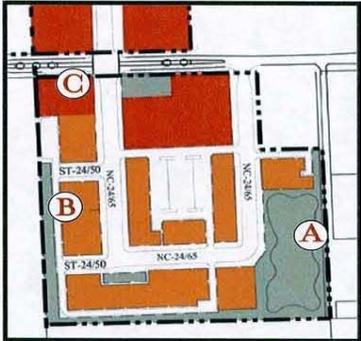
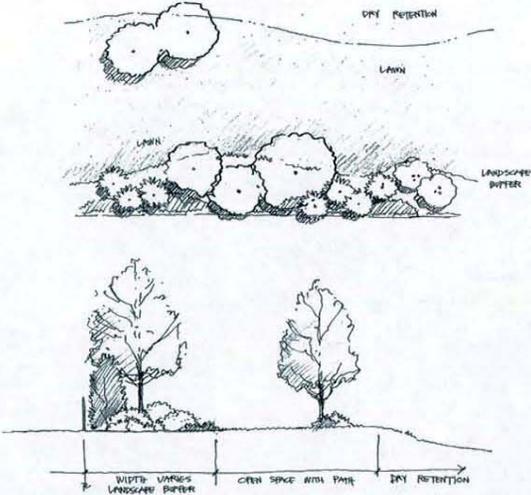


<b>Movement</b>	Slow
<b>Design Speed</b>	25
<b>R.O.W. Width</b>	40'
<b>Pavement Width</b>	20'
<b>Traffic Flow</b>	One-way
<b>Number of Parking Lanes</b>	Parking allowed one side
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	N/A
<b>Bikeway Width</b>	N/A
<b>Sidewalks</b>	Outside only (trail within park)
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

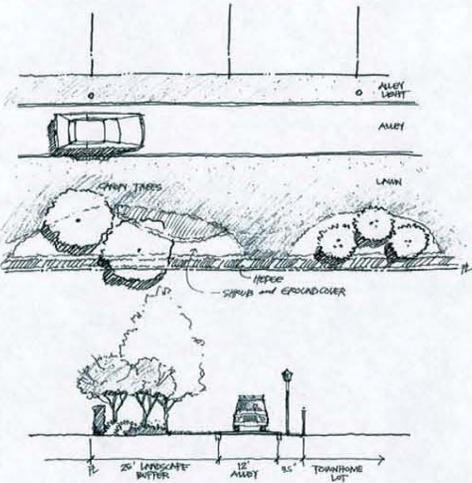
# VILLAGE CENTER BUFFER COMMITMENTS

## A. ADJACENT BUFFER

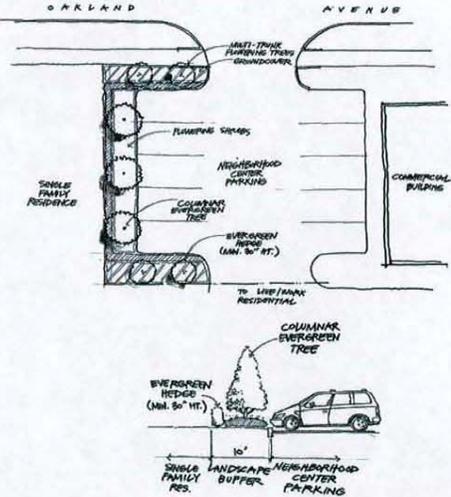


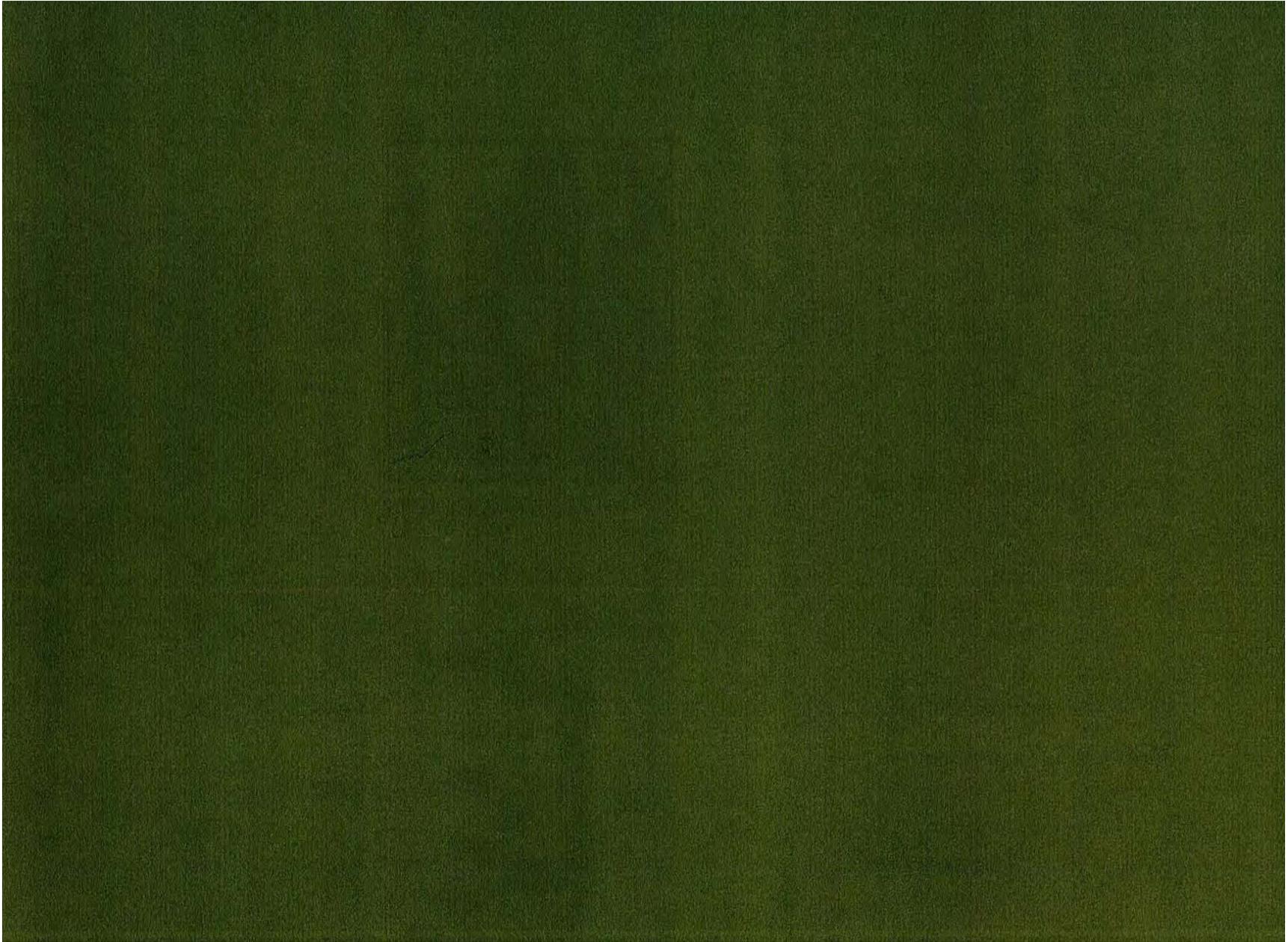
VILLAGE CENTER KEY PLAN

## B. WEST BUFFER



## C. VILLAGE CENTER BUFFER





# CITY OF WINTER GARDEN PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 • (407) 656-4111

## STAFF REPORT

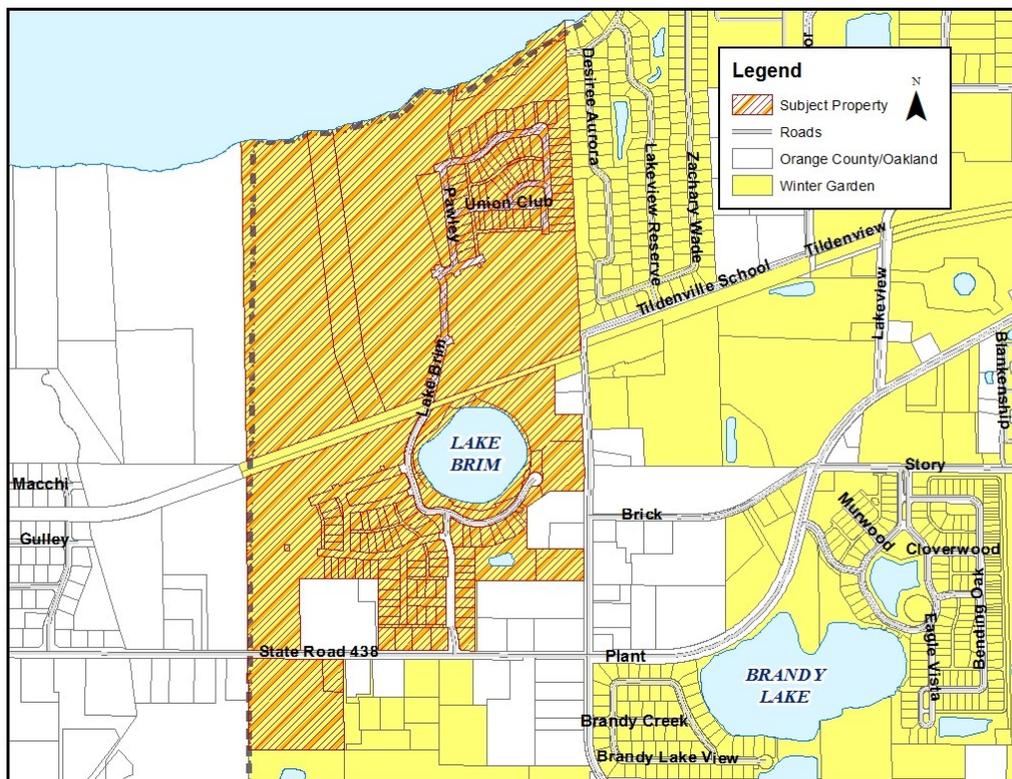
**TO:** PLANNING AND ZONING COMMITTEE  
**PREPARED BY:** LAURA SMITH, SENIOR PLANNER  
**DATE:** JANUARY 3, 2012  
**SUBJECT:** AMENDMENT TO PLANNED UNIT DEVELOPMENT (PUD)  
**Oakland Park (189.9 +/- ACRES)**  
**PARCEL ID # 21-22-27-6090-00-001**

**APPLICANT:** CASTLE & COOKE FLORIDA, LTD

### INTRODUCTION

The purpose of this report is to evaluate the proposed PUD Amendment for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property is generally located west of Tildenville School Road, south of Lake Apopka and east of the Town of Oakland, commonly known as Oakland Park within the City of Winter Garden. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to amend the PUD Plan for the Oakland Park Property which was adopted by Ordinance 05-26 (rezoning 191.2 ± acres of land from County A-1 and City R-1 to City PUD) to allow for alteration of the mixture of lot sizes and revisions to the phasing and amenity schedule from those approved by Ordinance 05-26 and to allow for an additional 35 dwelling units to be constructed within the project. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation PUD (Planned Unit Development) in the City of Winter Garden. The subject property is designated Suburban Residential and Low Density Residential on the Future Land Use Map of the City's Comprehensive Plan.

#### **EXISTING USE**

At present, three phases of the 189.9± acre Oakland Park Property have been platted for a total of 137 residential lots, approximately 15 units have been constructed.

#### **ADJACENT LAND USE AND ZONING**

The Oakland Park Property is bordered on the north by Lake Apopka, the properties located to the east are made up of a single family residential subdivision (R-1) and a commercial warehousing facility (R-1) within the City of Winter Garden, and Tildenville Elementary School (A-1) and several single family residences (A-1) located in Unincorporated Orange County. The Oakland Park Property abuts property on the west side, which they also own, located within the Town of Oakland municipal limits. The properties located to the south of the Oakland Park Property consist of single family residential properties (R-1) and vacant unimproved commercial properties along SR 50 (PCD & C-2) within the City of Winter Garden, and single family residential properties (A-1 & A-2) within Unincorporated Orange County.

#### **PROPOSED USE**

The applicant proposes to amend the approved PUD Plan for the 189.9 ± acre Oakland Park Property to allow for a modification to the mixture of lot sizes, which introduces new lot types to accommodate more house types and divides the PUD into "transect zones" providing the developer greater flexibility when siting homes within each zone. The amendment further revises the phasing of the project to maintain consistency with the "transect zones" methodology and amends the amenity schedule to apply one uniform standard to the completion requirements for amenities within each platted phase. Finally, the amendment to the PUD Plan would allow for an additional 35 dwelling units to be constructed within the Oakland Park Project which changes the total maximum number of dwelling units from 575 dwelling units to 610 dwelling units.

#### **PUBLIC FACILITY ANALYSIS**

Infrastructure in the form of roads, water, sewer, and reclaimed water systems have been installed to support the platted phases

of the project. All requirements for installation of infrastructure will be restated and in some capacities amended when the Developer's Agreement is amended to reflect the amendment to the PUD Plan.

The Developer's Agreement will be amended prior to the amendment to the PUD Plan becoming effective. Amending the Developer's Agreement will require approval of the City Commission.

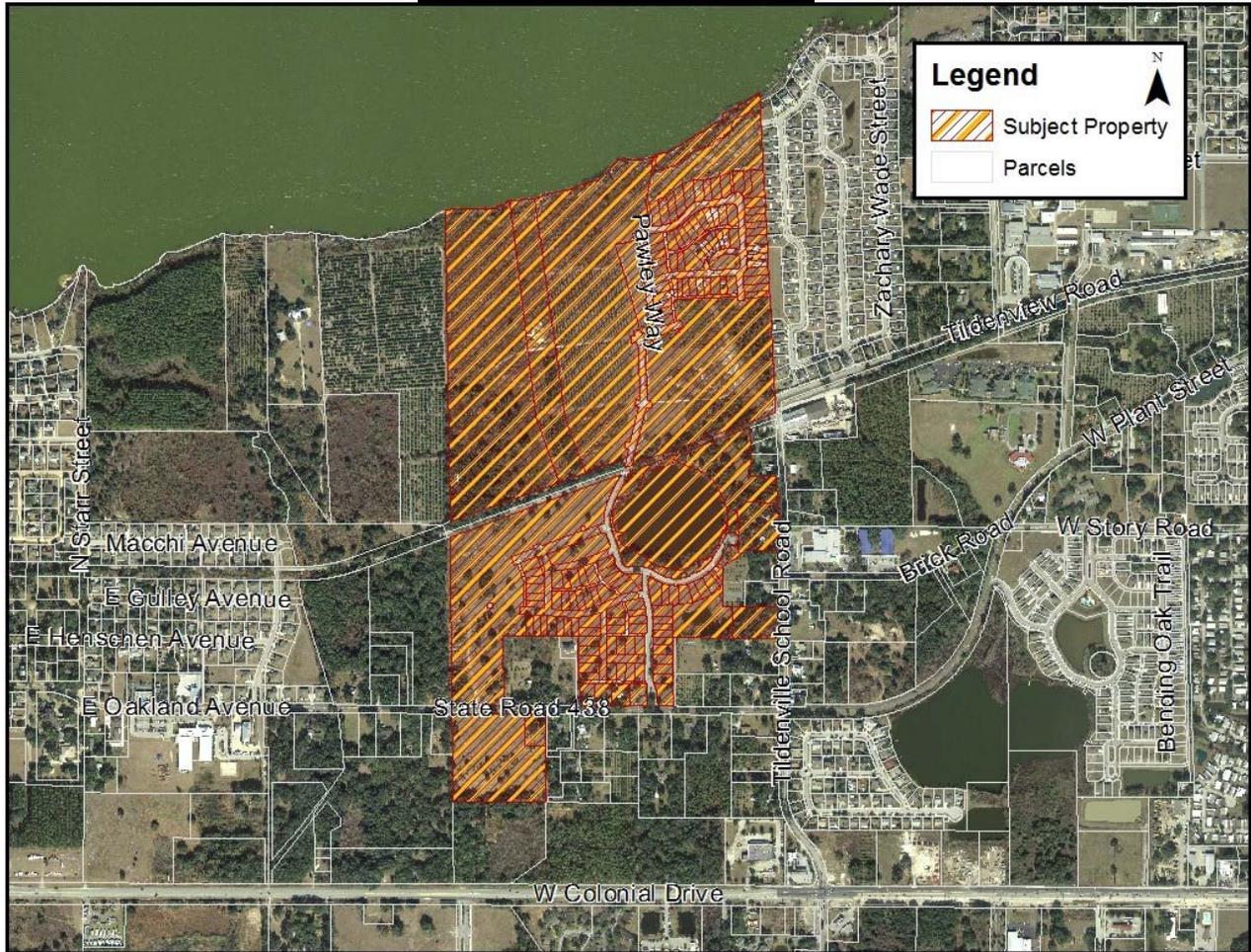
#### **SUMMARY**

City Staff recommend approval of the proposed Ordinance. Amending the PUD Plan for the Oakland Park Property to allow for an additional 35 dwelling units, modification to the mixture of lot types, and revision to the phasing and amenity schedule for the 189.9± acre project is consistent with the City's Comprehensive Plan and the City of Winter Garden Code of Ordinances. The proposed amendment to the approved PUD Plan is a reasonable use of the land which should not result in any negative impact on the surrounding property owners, further the proposed amendment would not generate an increase in traffic volume or demand on public facilities beyond that which was approved for the property.

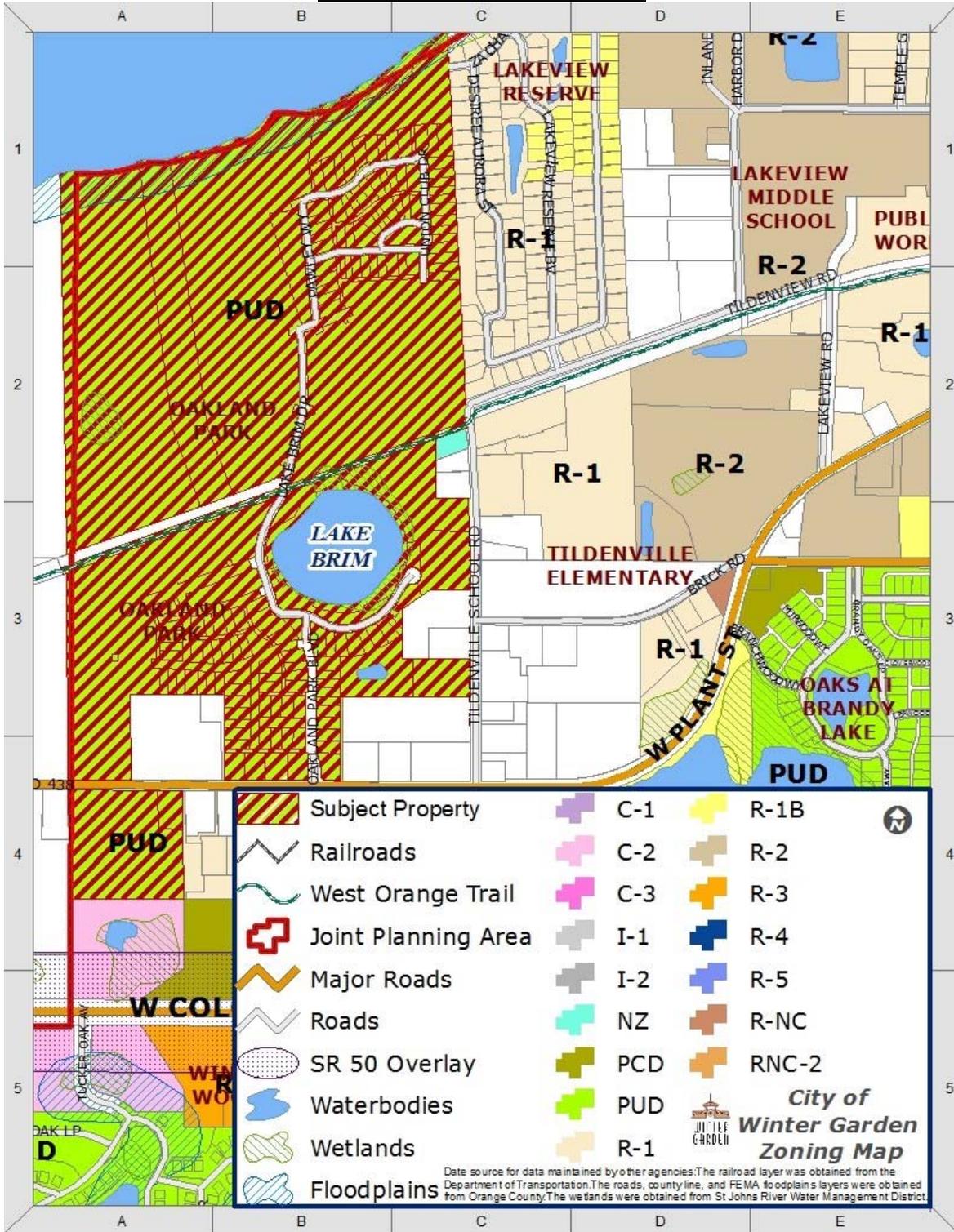
Staff has coordinated with the applicant to ensure that the amendment to the PUD Plan will be consistent with the residential units which have already been constructed both in the scale and architectural style and design of the buildings as well as substantially conforming to the layout and patterns which were approved for the project previously.

MAPS

AERIAL PHOTO  
Oakland Park Property



# ZONING MAP Oakland Park Property

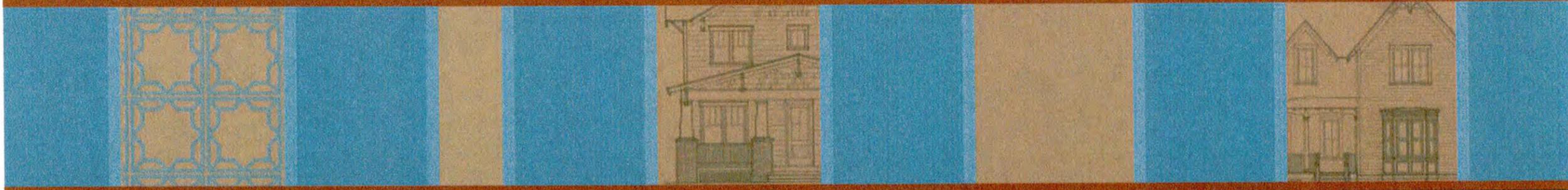


**END OF STAFF REPORT**

PLANNED UNIT DEVELOPMENT  
AMENDMENT TO THE APPROVED PUD

SUBMITTED TO THE CITY OF WINTER GARDEN  
NOVEMBER, 2009

REVISION DECEMBER, 2011  
REVISION DECEMBER 14, 2011



Community Development  
Planning & Zoning  
DEC 21 2011  
Received By: \_\_\_\_\_

Oakland Park - (Final DRC Approved)  
**PUD AMENDMENT - 12/14/2011**  
Castle & Cooke Florida, LTD  
Oakland Avenue  
21-22-27-6090-00-001



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TOWN ARCHITECT

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michael@morrisseydesign.net

- BISHMAN SURVEYING  
SURVEYOR

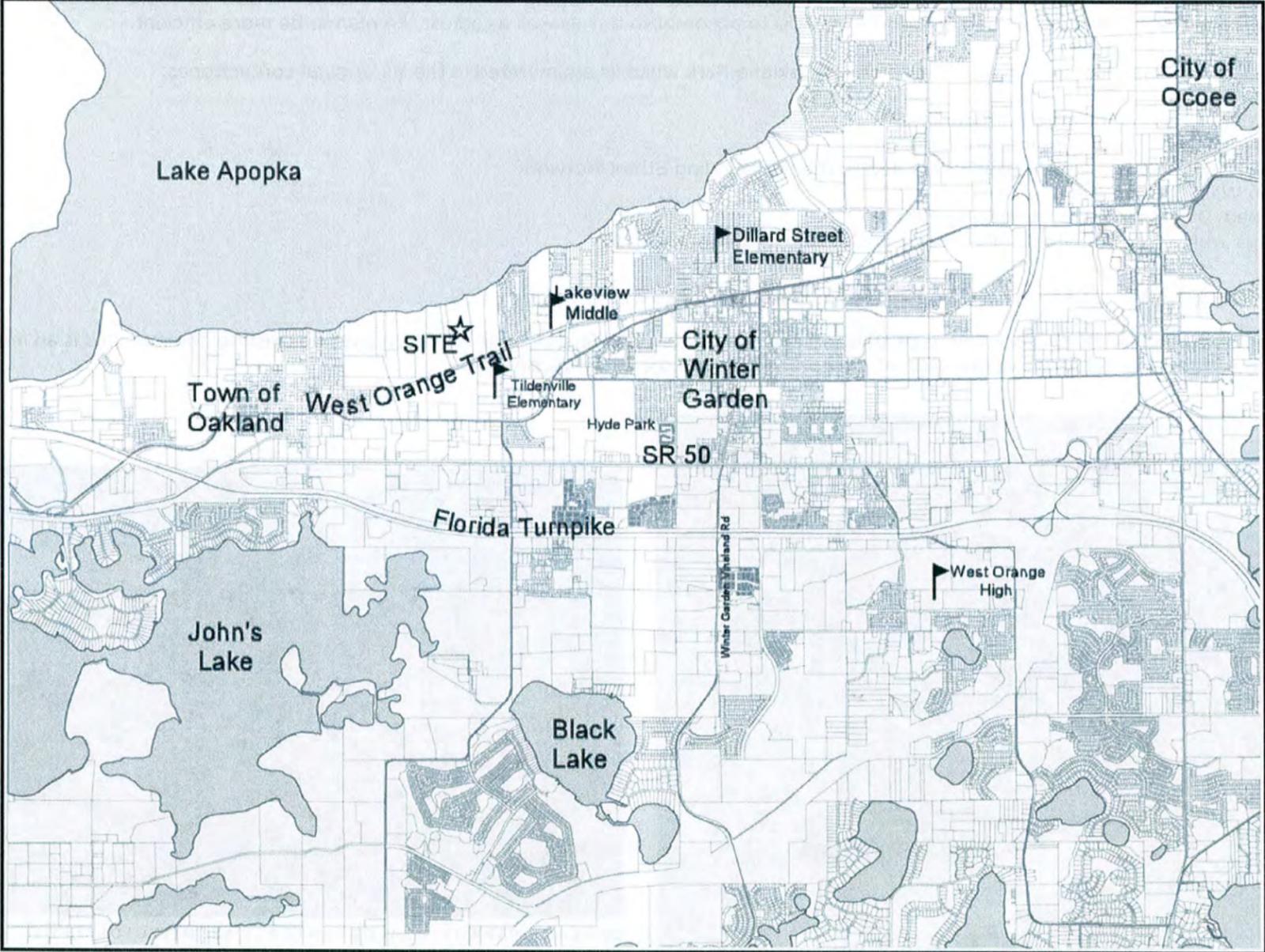
Aron Bishman  
132 West Plant Street  
Winter Garden, Florida 34787  
407-905-8877  
aron@bishmansurveying.com

- AECOM, INC.  
LANDSCAPE ARCHITECTURE

Donald Wishart  
120 N. Orange Avenue  
Orlando, Florida 32801  
407-843-6552  
donaldwishart@aecom.com



LOCATION MAP



## THE VISION *for* OAKLAND PARK

The Planned Unit Development for Oakland Park was first submitted to the City of Winter Garden in 2004. Since preparation of the initial PUD submittal for Oakland Park, traditional neighborhoods have undergone a renaissance that has recognized that the value of traditional neighborhoods goes far beyond merely their aesthetics. Done well, traditional neighborhoods foster civic pride, encourage a healthier lifestyle and conserve resources. We also have seen the need to hone the Oakland Park plan in response to the changing economic crisis that is forcing all of us to be smarter in how we make our housing choices. This application is to amend the currently approved Oakland Park PUD to accomplish this as well as adjust the plan to be more efficient.

The changes to the plan remain consistent with the vision for Oakland Park which is enumerated in the six original cornerstones:

- Sensitivity Relate to Neighborhood Communities
- Embrace Lake Apopka's Environmental Restoration
- Provide Connectivity, Both Within Oakland Park and to the Surrounding Street Network
- Celebrate the West Orange Trail
- Provide a Broad, Diverse Mixture of Housing Types
- Build buildings True to the Architectural patterns of Oakland and Winter Garden

### SENSITIVELY RELATE TO NEIGHBORING COMMUNITIES

Oakland Park is nestled between the historic towns of Oakland and Winter Garden. Sharing in the life of these two existing communities is an important aspect of Oakland Park, manifested in the sensitive blending of the community into the existing context.



NATIVE PLANTS ARE USED THROUGHOUT THE COMMUNITY  
THE NEIGHBORING COMMUNITY OF LAKEVIEW RESERVE IS TIED INTO EAST  
SHORE PARK VIA PEDESTRIAN CONNECTION.



OAKLAND PARK 1844 SALES CENTER IS ARCHITECTURALLY IN KEEPING WITH  
THE CHARACTER OF OTHER HOMES ON OAKLAND AVENUE

## THE VISION *for* OAKLAND PARK

### EMBRACE LAKE APOPKA'S ENVIRONMENTAL RESTORATION

Lake Apopka, the fourth largest lake in the State of Florida and a former bass fishing mecca for the United States, is on the way to recovery. When complete, Oakland Park will have restored approximately one half of a mile of shoreline to its native state as part of the community's park system.



RESTORATION OF THE FIRST PHASE OF SHORELINE INVOLVED REMOVING ALL EXOTICS AND REPLANTING WITH THOUSANDS OF NATIVE PLANTS.



LAKE APOPKA ENVIRONMENTAL RESTORATION IN THE FIRST PHASE INCLUDES EAST SHORE PARK.

### PROVIDE CONNECTIVITY, BOTH WITHIN OAKLAND PARK AND TO THE SURROUNDING STREET NETWORK

With multiple street and pathway connections to surrounding neighborhoods in Winter Garden and in Oakland, Oakland Park is part of the community fabric that creates West Orange County. Alternate ways to come into and out of the community minimizes traffic congestion at intersections and offers safe routes for children and adults alike to interact with their neighbors, take advantage of community and neighborhood amenities.



ENTERING FROM OAKLAND AVENUE: ONE OF SEVERAL EVENTUAL CONNECTIONS TO THE EXTERNAL STREET NETWORK.

## THE VISION *for* OAKLAND PARK

### CELEBRATE THE WEST ORANGE TRAIL

The West Orange Trail is now approximately 35 miles long, passing through the heart of Oakland Park. The community embraces the trail as a connection to three neighboring schools, downtown Winter Garden and other parks and activities that are within easy walking and biking distance for residents in the community.



THE QUESINBERRY OAK DEDICATED IN NOVEMBER 2008 IS ADJACENT TO THE WEST ORANGE TRAIL.



THE WEST ORANGE TRAIL AS IT ENTERS OAKLAND PARK.

### PROVIDE A BROAD, DIVERSE MIXTURE OF HOUSING TYPES

A diversity of housing types meant to appeal to families large and small and to a cross section of the community is a key principle of traditional neighborhood design (TND). Oakland Park offers an array of home types including single family homes, townhomes, and cottages.



ALL HOMES LIKE THIS FOLK VICTORIAN HOME ARE REQUIRED TO BE CERTIFIED GREEN BY THE FLORIDA GREEN BUILDING COALITION.

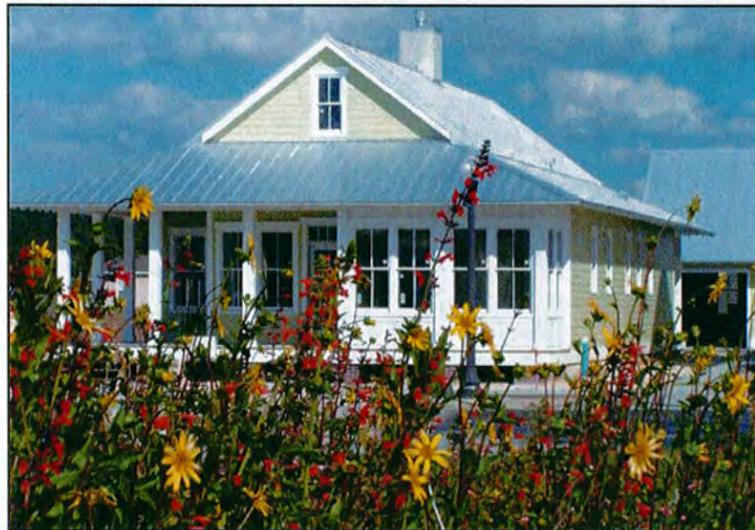


HOMES OVERLOOKING RECIPROCITY PARK ARE A DIVERSE MIXTURE OF DETACHED AND ATTACHED HOMES.

## THE VISION FOR OAKLAND PARK

### BUILD BUILDINGS TRUE TO THE ARCHITECTURAL PATTERNS OF OAKLAND PARK AND WINTER GARDEN

Architectural patterns in Oakland Park have been inspired by historic local neighborhoods. Five distinct residential architectural patterns will characterize the community. The Oakland Park Town Architect will oversee and approve all architectural design for purity and consistency of pattern.



FLORIDA VERNACULAR STYLE ARCHITECTURE



AN OUTDOOR CLASSROOM IN THE RESTORED NATIVE LANDSCAPE FOR BOTH FORMAL AND INFORMAL DISCUSSIONS.

### GREEN AND SUSTAINABLE

Back in 2004 and 2005 when the first plans were approved they incorporated sustainable concepts that have become much more mainstream today. In fact we had not conceived of a green certified community at the outset, but are proud today that Oakland Park is the only community in Orange County certified as a Green Development by the Florida Green Building Coalition. We believe the economic downturn of the past two years makes an even stronger case for sustainable development in the pattern of Oakland Park. While the initial start of Oakland Park has been slower than desired the community has already received significant recognition for both the community and the initial construction of housing product including the following:

- US Dept. of Energy Builders Challenge - Home Advantage Energy Star Premium Builder
- 2008 Aurora Award - Audubon Park, green construction new production built spec/model
- 2008 Aurora Award - Audubon Park, Energy efficient Home detached single family
- 2008 Aurora Award - Green construction residential development/mixed use development
- 2008 Parade of Homes - Merit Award Ivanhoe Park Model
- 2008 Parade of Homes - First Place Delaney Park Model
- Trees Florida 2008 - Outstanding Tree Preservation Project for the State of Florida
- Florida Green Building Coalition - Green Development Designation
- American Society of Landscape Architects - Award of Excellence for the Oakland Park pattern book, *Patterns of the Past: A foundation for the Future. A Guide for Place Making.*
- 2010 Grand Aurora Award - Landscape Design / Lake Brim restoration, Lake Apopka restoration
- 2010 Grand Aurora Award - Residential Community Site Plan
- 2010 Florida Association of Realtors - ENVY Award - Outstanding Environmental Community of the Year

# AERIAL



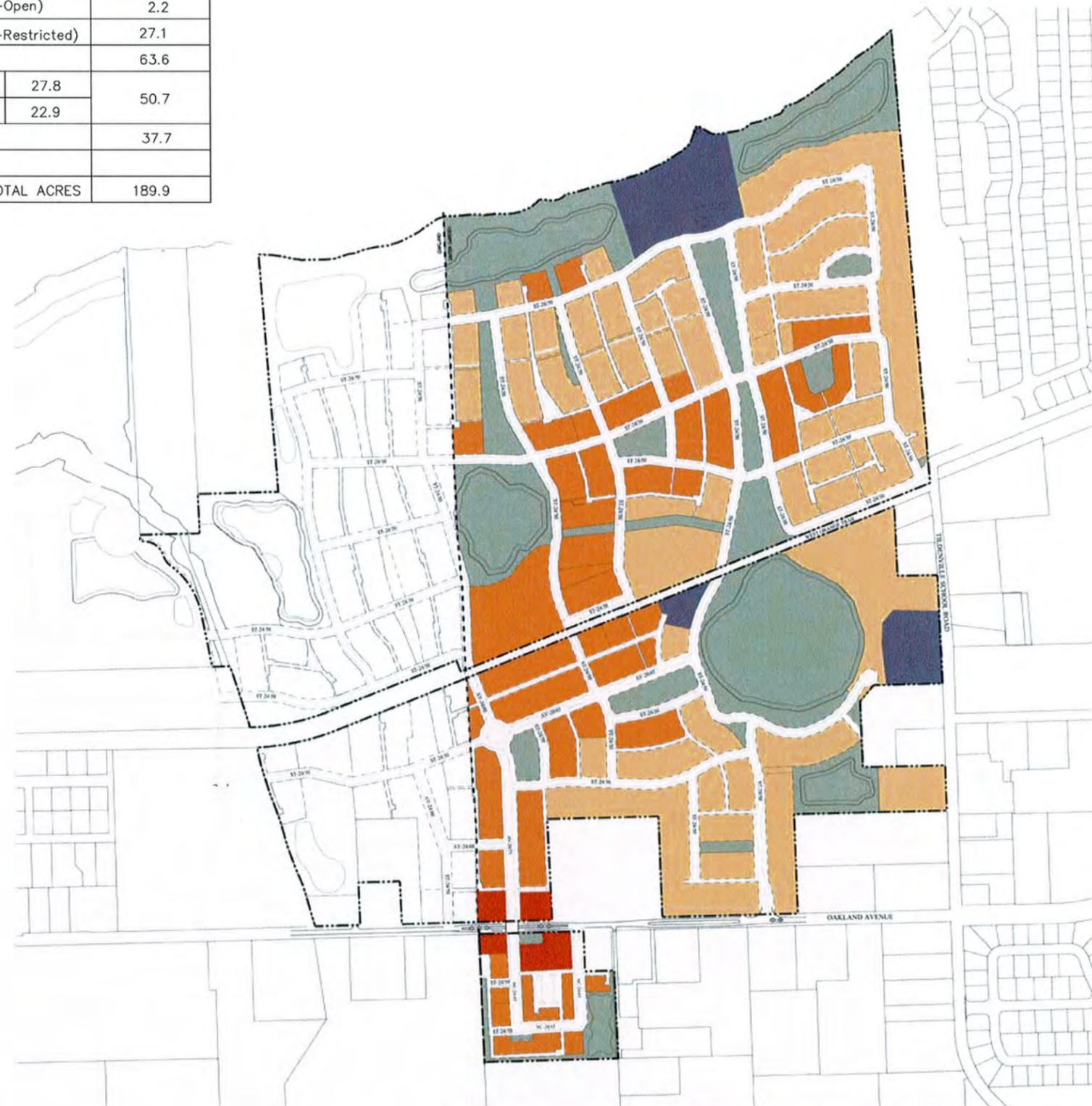
Source: Aerials Express Photography (Mar. 2006)



LEGEND/LAND USE ACRES

	Special District	8.6
	T4-O (Neighborhood General-Open)	2.2
	T4-R (Neighborhood General-Restricted)	27.1
	T3 (Neighborhood Edge)	63.6
	T2 (Open Space)	27.8
	Retention	22.9
- - -	Right-of-way	37.7
ST-24/50	Street type	
TOTAL ACRES		189.9

LAND USE *and* REGULATING PLAN



Full size Land Use and Regulating Plan is located in the back cover pocket.



# URBAN DESIGN STANDARDS

## TRANSECT STANDARDS

Great neighborhoods have a wide cross section of building types that vary in intensity from center to edge. The center of a neighborhood is usually developed in a mixed-use manner with more intense uses than the edge area. This delicate gradient provides visual variety as well as a variety of housing and commercial options. In an infill project like Oakland Park the transect gradients must respect the already built adjoining land.

The TRANSECT is a categorization system that organizes all elements of the urban environment on a scale from rural to urban. Any lot in the manmade environment belongs to a certain transect zone, which will describe the character and intensity of construction upon that lot. The *Transect Standards* regulate the permitted lot types for each block, as identified on the Regulating Plan.

Land use and Regulating Plan.....	Page 15
T4-O (Neighborhood General - Open).....	Page 18
T4-R (Neighborhood General - Restricted).....	Page 19
T3 (Neighborhood Edge).....	Page 20
T2 (Open Space).....	Page 21
SD (Special District).....	Page 22

### Permitted Uses

Following is a general description of the permitted uses in each of the transect zones; a chart containing specific uses may be found on page 57.

#### T4-O (Neighborhood General - Open) Transect Zone:

- Residential, including:
  - Dwelling, single family (attached)
  - Dwelling unit, multi-family
  - Dwelling unit, accessory
- Neighborhood-Oriented Commercial
- Civic uses, including:
  - Churches
  - Schools
  - Community facilities, including pavilions, public restrooms, and utility structures

#### T4-R (Neighborhood General - Restricted) Transect Zone:

- Residential, including:
  - Dwelling, single family (attached and detached)
  - Dwelling unit, multi-family
  - Dwelling unit, accessory
- Civic uses, including:
  - Community facilities, including pavilions, public restrooms, and utility structures

#### T3 (Neighborhood Edge) Transect Zone:

- Residential, including:
  - Dwelling, single family (detached)
  - Dwelling unit, multi-family
  - Dwelling unit, accessory
- Civic uses, including:
  - Community facilities, including pavilions, public restrooms, and utility structures

#### T2 (Open Space) Transect Zone:

- Civic uses, including:
  - Community facilities, including pavilions, public restrooms, and utility structure

#### SD (Special District):

- Special District designation is used for areas which do not conform to one of the Transect Zones due to location or historical significance. Permitted uses shall be determined for each unique district; see page 22.

As an interim use agricultural uses are permitted in any transect until time of final development.

## URBAN DESIGN STANDARDS

### T4 (NEIGHBORHOOD GENERAL)

#### PURPOSE:

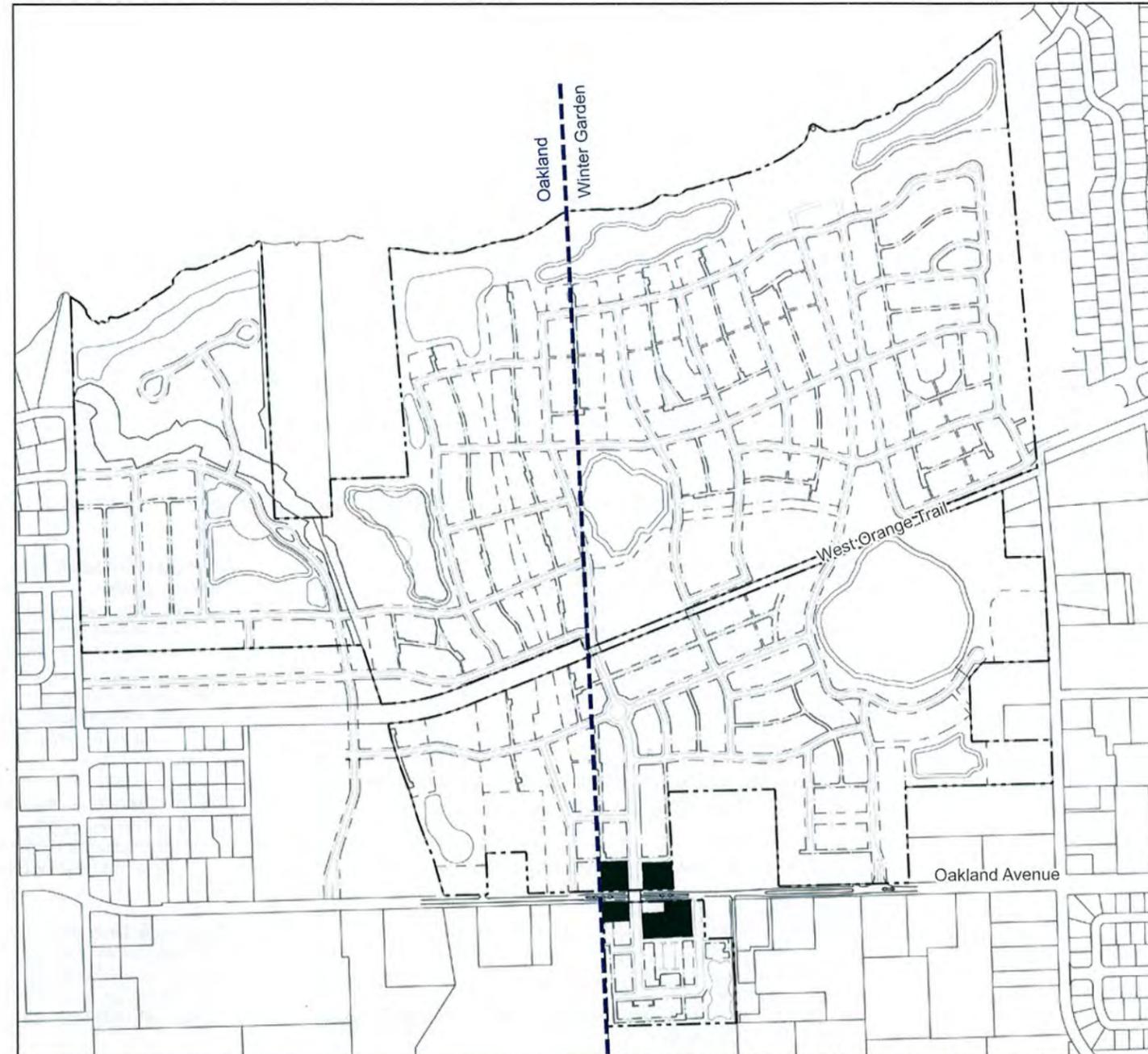
The T4 (Neighborhood General) areas include a mixture of uses and building types. Residential units include detached single-family homes, attached homes, and apartments. Homes are normally set back from the front property line to allow a small front yard with a porch or stoop, and a private rear yard; street plantings are generally formal.

At Oakland Park the T4 zone has been divided into two sub-zones: T4-O (Open) which permits a wider range of uses; and T4-R (Restricted) which is primarily residential in character. T4-O (Neighborhood General-Open)

#### PERMITTED LOT TYPES T4-O (OPEN)

Within the T4-O zone, land shall be subdivided into one of the following lot types:

- *Townhouse Lot*
- *Live/Work Lot*
- *Apartment House Lot*
- *Retail Building Lot*



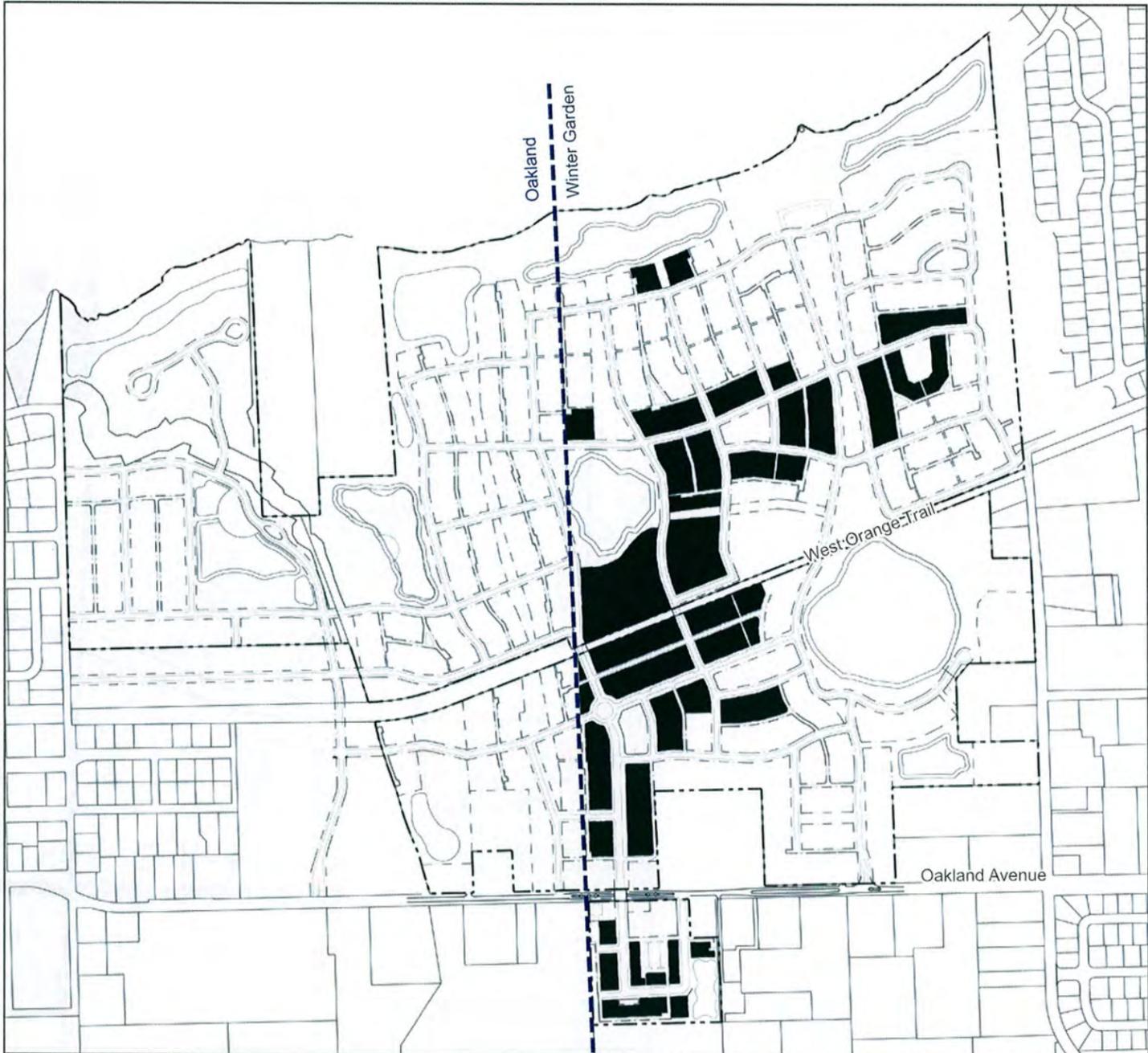
T4-O AREAS IN THE CITY OF WINTER GARDEN

T4-R (NEIGHBORHOOD GENERAL - RESTRICTED)

**PERMITTED LOT TYPES:  
T4-R (RESTRICTED)**

Within the T4-R zone, land shall be subdivided into one of the following lot types:

- Large House Lot
- House Lot
- Manor House Lot
- Cottage Common Lot
- Tandem House Lot
- Townhouse Lot
- Live/Work Lot
- Apartment House Lot  
(by special exception North of the West Orange Trail; by right south of the West Orange Trail)



T4-R AREAS IN THE CITY OF WINTER GARDEN

## URBAN DESIGN STANDARDS

### T3 (NEIGHBORHOOD EDGE)

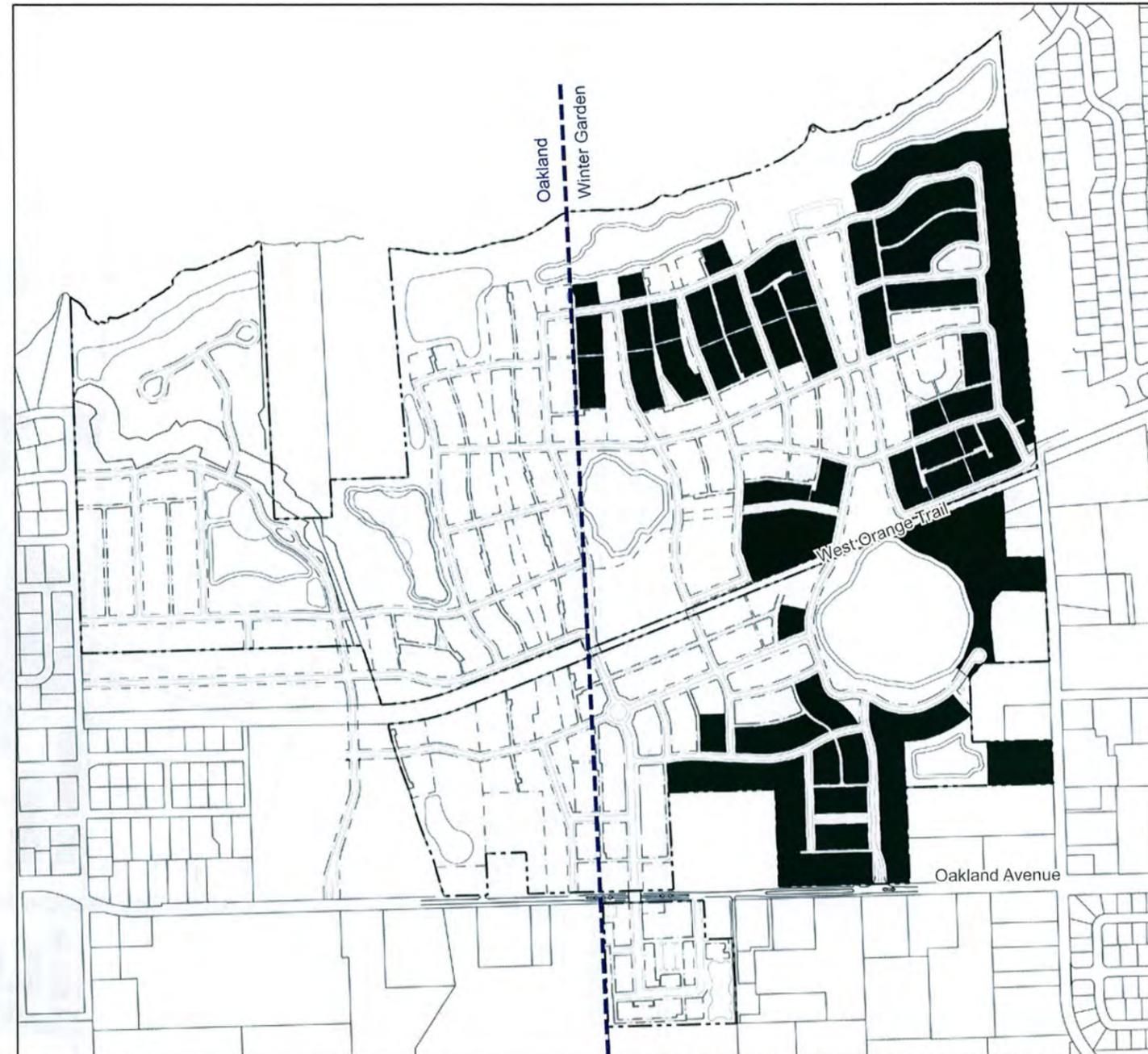
#### PURPOSE:

The T3 (Neighborhood Edge) areas are single-family residential in character, with a lower density. Street plantings may be naturalistic, and there are normally deeper setbacks.

#### PERMITTED LOT TYPES:

Within the T3 zone, land shall be subdivided into one of the following lot types:

- *Oakland Avenue Lot*
- *Lake front House Lot*
- *Estate House Lot*
- *Large House Lot*
- *Manor House Lot*
- *Cottage Common Lot*
- *Tandem House Lot*



T3 AREAS IN THE CITY OF WINTER GARDEN

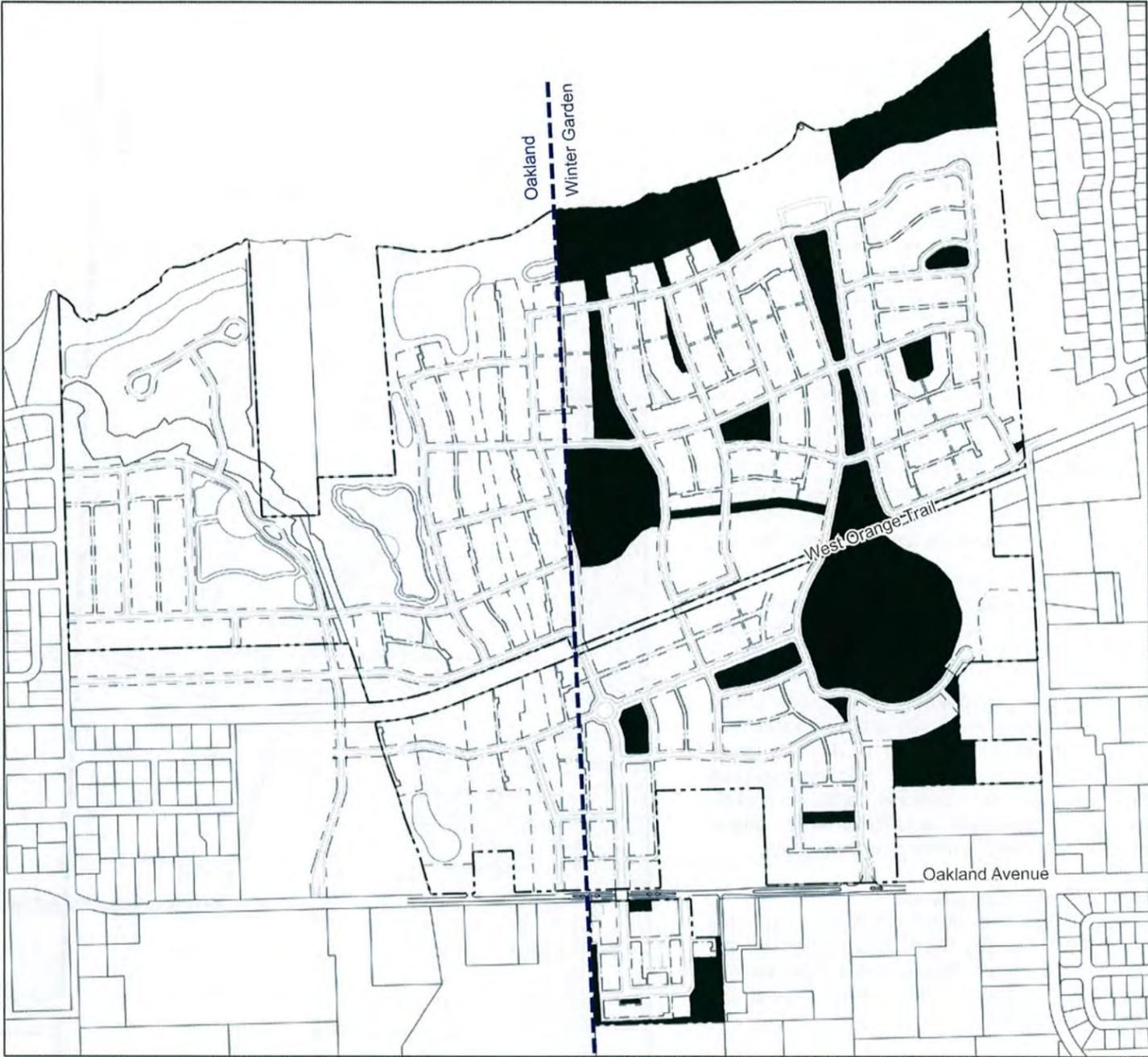
T2 (OPEN SPACE)

**PURPOSE:**

The open space zone is intended to provide areas for active and passive recreation, site drainage and water retention, and natural vegetation. Civic Buildings may be permitted within this zone. Other structures built within the open space zone are intended to be those accessory to the recreational uses, such as pavilions, restrooms, and utility buildings.

**PERMITTED LOT TYPES:**

Within the open space zone, land may be allocated for Civic structures at the discretion of the Town Architect. No other lot / building types are permitted.



T2 AREAS IN THE CITY OF WINTER GARDEN

## URBAN DESIGN STANDARDS

### SD (SPECIAL DISTRICT)

#### PURPOSE & PERMITTED USES:

Special Districts are places that don't fit within the T2, T3, or T4 categories. They are special in light of location, historical significance or other compelling attributes. The lot type regulations (*pages 24-37*) do not apply in the Special Districts.

#### *Meadowmarsh Special District*

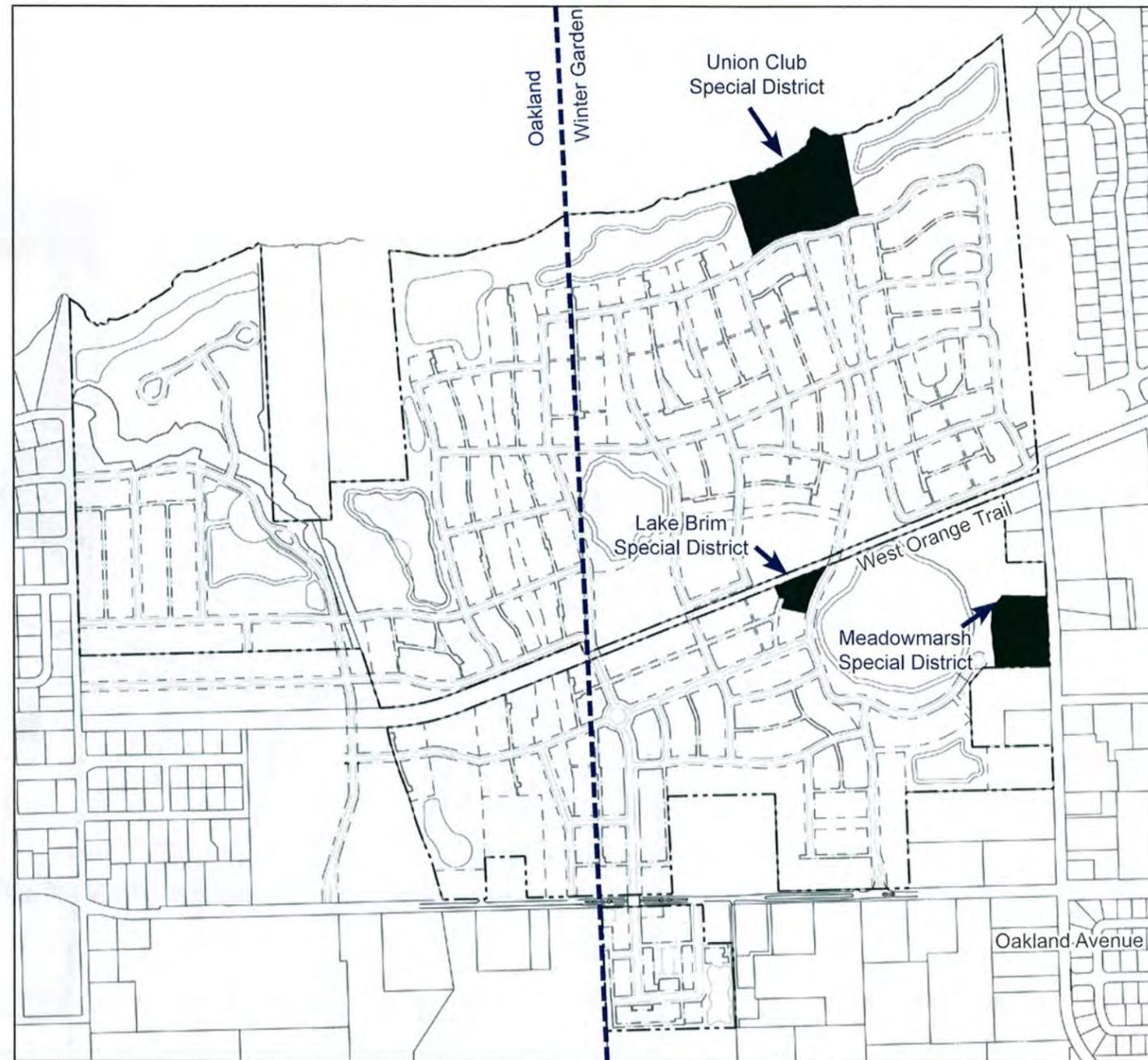
The centerpiece of the Meadowmarsh Special District is the Tilden Estate Home built in 1877 by Luther Tilden. This home is listed on the National Register of Historic Places. The house is in excellent condition and has been used by a number of community groups over the past several years for special functions. No change is proposed to the currently approved uses for this area which include single family residence, recreation facility, bed and breakfast, eating and drinking establishment, office, and private club. A school is permitted by special exception.

#### *Union Club Special District*

Located on Lake Apopka the Union Club Special District is at the foot of the North Lawn. To the west of the district is an area identified as a potential archaeological site of historic and cultural significance. No changes to the currently approved uses are proposed for the Union Club parcel. Permitted uses include public parks, playground and recreational facilities, marinas, cultural facilities, retail, eating and drinking establishments, office, private clubs and outdoor sales displays.

#### *Lake Brim Special District*

Located on the West Orange Trail, the Lake Brim Special District is permitted by right for a single family residence, bed & breakfast, nursery, child care; school by special exception.



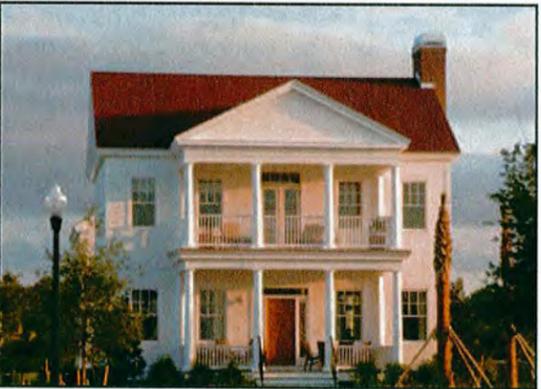
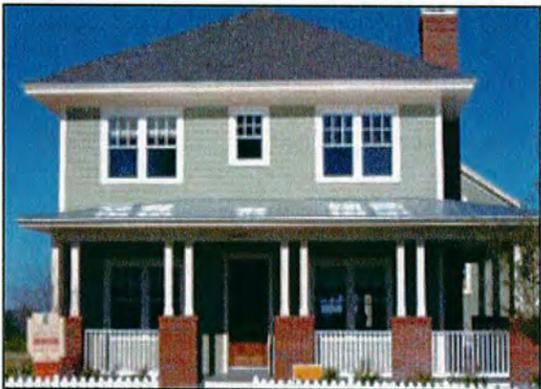
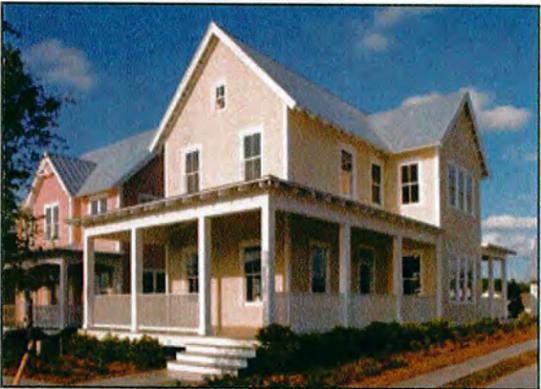
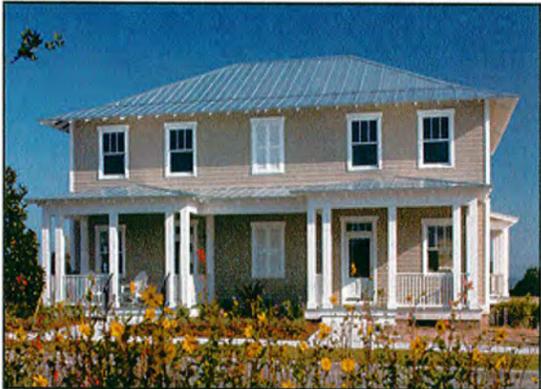
SD AREAS IN THE CITY OF WINTER GARDEN

# URBAN DESIGN STANDARDS

## URBAN STANDARDS

The Urban Standards establish the physical and functional relationships between buildings. They regulate the rules related to building placement (setbacks, build-to lines, lot frontage, height, and parking location). The intent of these standards is to shape high-quality public spaces by using buildings to form a valuable neighborhood for its inhabitants.

In case of contradiction with local safety codes, these regulations shall be adjusted in collaboration with the Town Architect.



## URBAN DESIGN STANDARDS

### THE OAKLAND PARK URBAN STANDARDS CONTAIN REGULATIONS FOR THE FOLLOWING LOT TYPES:

(OA): Oakland Avenue Lot.....Page 25

(LF): Lakefront House Lot.....Page 26

(EH): Estate House Lot.....Page 27

(LH): Large House Lot.....Page 28

(H): House Lot.....Page 29

(MA-A): Manor House Lot (attached).....Page 30

(MA-D): Manor House Lot (detached).....Page 31

(CC): Cottage Common Lot .....Page 32

(TA): Tandem House Lot.....Page 33

(TH): Townhouse Lot.....Page 34

(LW): Live/Work Lot.....Page 35

(AP): Apartment House Lot.....Page 36

(RB): Retail Building Lot.....Page 37

### LOT COMPATIBILITY MATRIX:

The Lot Compatibility Matrix identifies the lot types that are permitted within each of the TRANSECT Zones identified on the Land Use and Regulating Plans.

		← LOT TYPES →															
↑ TRANSECT ZONES ↓																	
		Oakland Avenue Lot	Lakefront House Lot	Estate House Lot	Large House Lot	House Lot	Manor House Lot	Cottage Common Lot	Tandem House Lot	Townhouse Lot	Live/Work Lot	Apartment House Lot	Retail Building Lot				
														T4-O (Neighborhood General - Open)			
														T4-R (Neighborhood General - Restricted)			
														T3 (Neighborhood Edge)			
														T2 (Open Space)*			

\*civic structures shall be permitted in all transect zones, including areas designated T2 (Open Space)

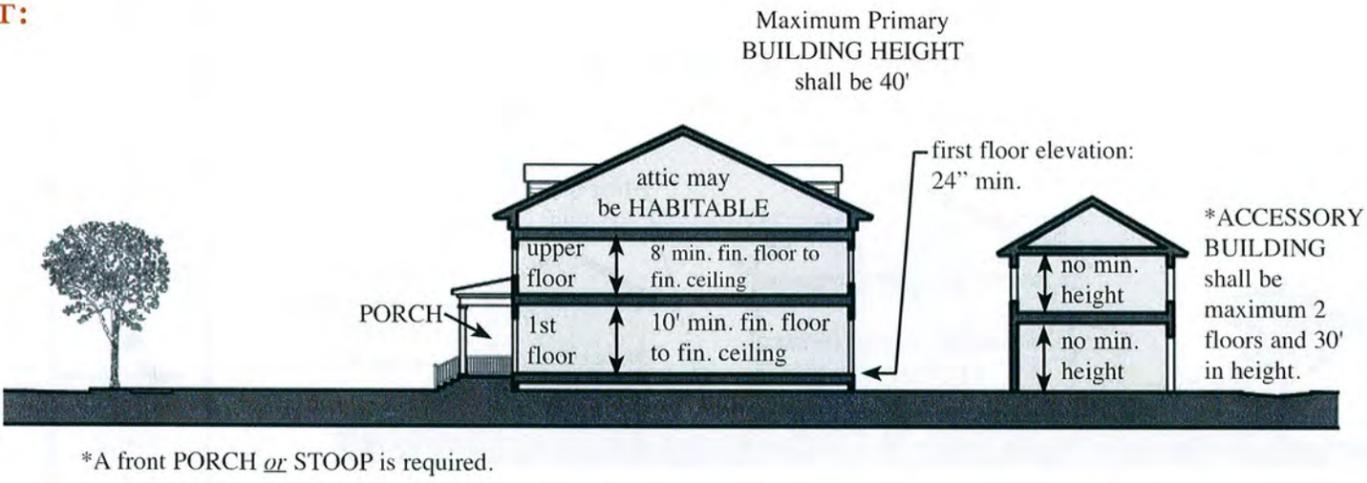
### GENERAL NOTES:

- Permitted lot types on each block within the Oakland Park plan shall be determined by Transect Zone, as described on page 17.
- Terms in ALL CAPS are defined in the definitions (page 38).
- Precedent images are for illustrative purposes only, with no regulatory effect. They are provided as examples, and shall not imply that every element in the photograph is permitted.

# URBAN DESIGN STANDARDS

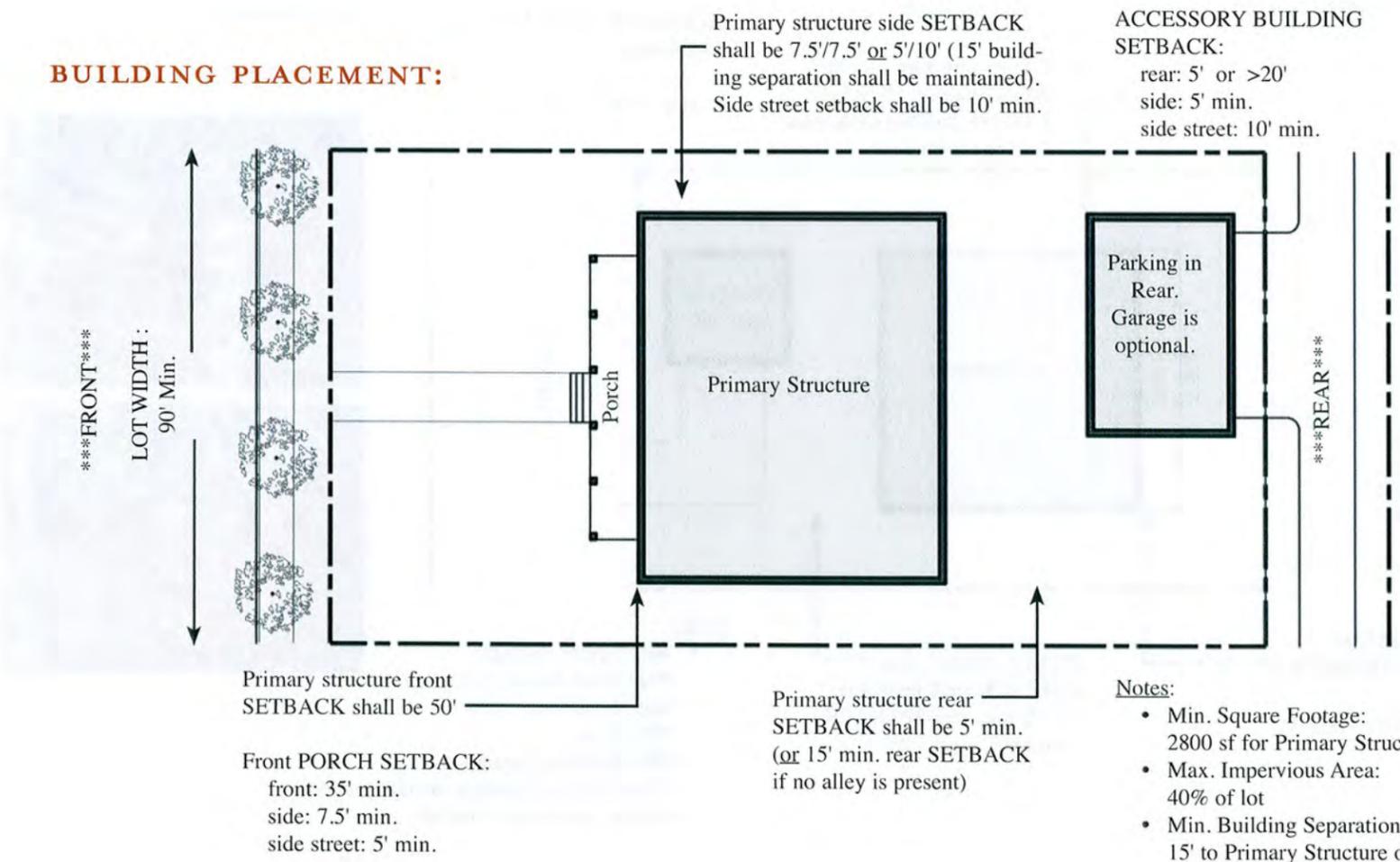
## (OA): OAKLAND AVENUE LOT

### HEIGHT:



T4-O GENERAL / OPEN
T4-R GENERAL / RESTRICTED
T3 NEIGHBORHOOD EDGE
T2 OPEN SPACE

### BUILDING PLACEMENT:



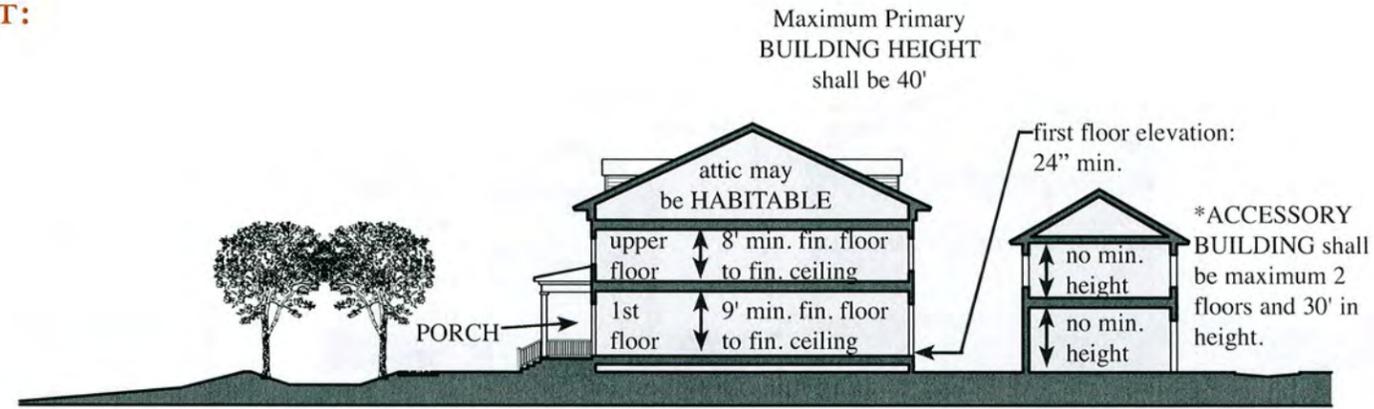
### PRECEDENT EXAMPLES:



# URBAN DESIGN STANDARDS

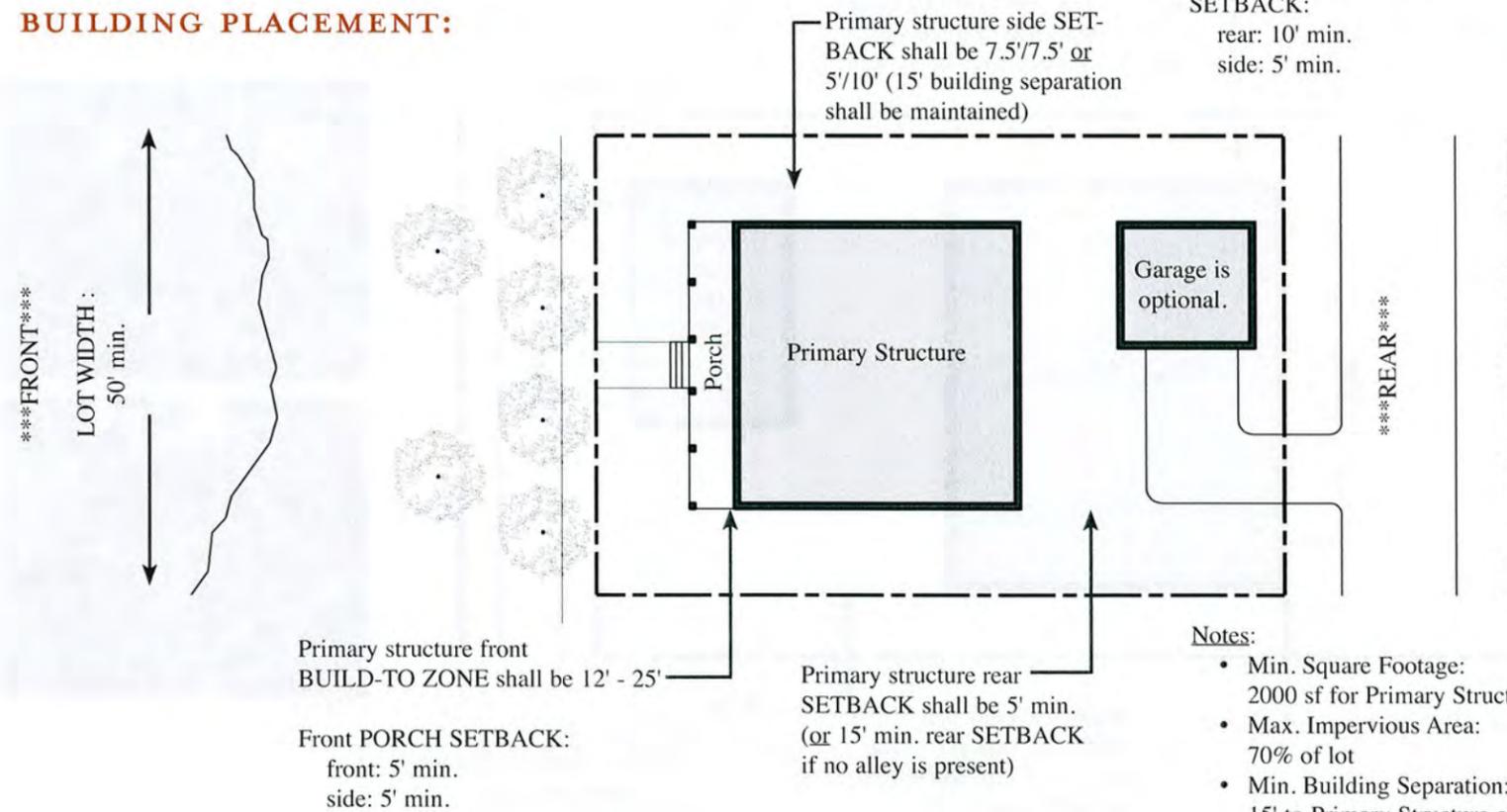
## (LF): LAKEFRONT HOUSE LOT

### HEIGHT:



\*A front PORCH or STOOP is required.

### BUILDING PLACEMENT:



#### Notes:

- Min. Square Footage: 2000 sf for Primary Structure
- Max. Impervious Area: 70% of lot
- Min. Building Separation: 15' to Primary Structure on adjacent lot
- Garage must be side loaded

T4-O GENERAL/ OPEN
T4-R GENERAL/ RESTRICTED
T3 NEIGHBORHOOD EDGE
T2 OPEN SPACE

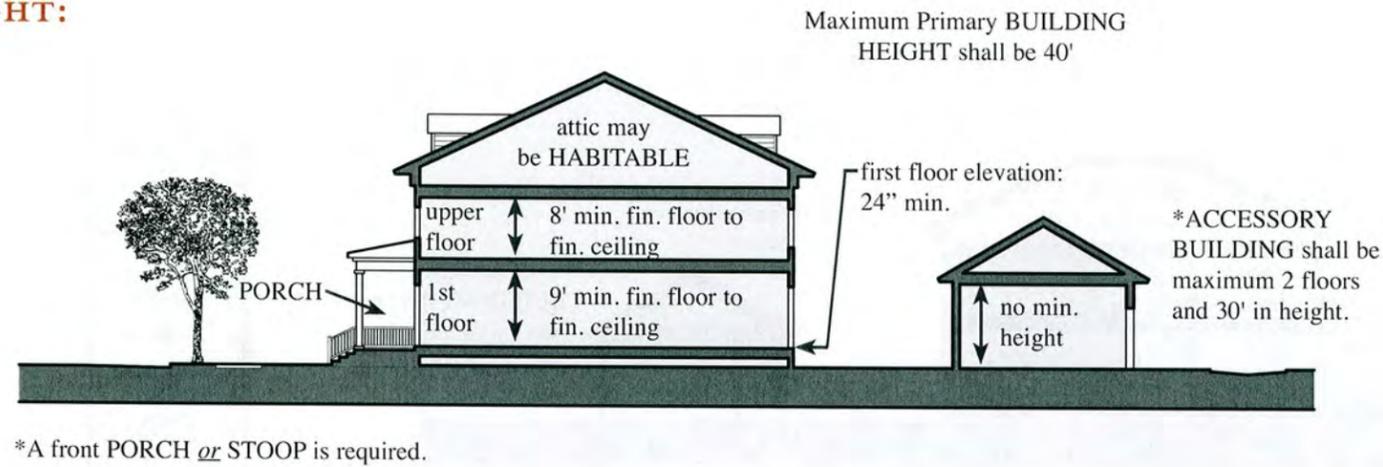
### PRECEDENT EXAMPLES:



# URBAN DESIGN STANDARDS

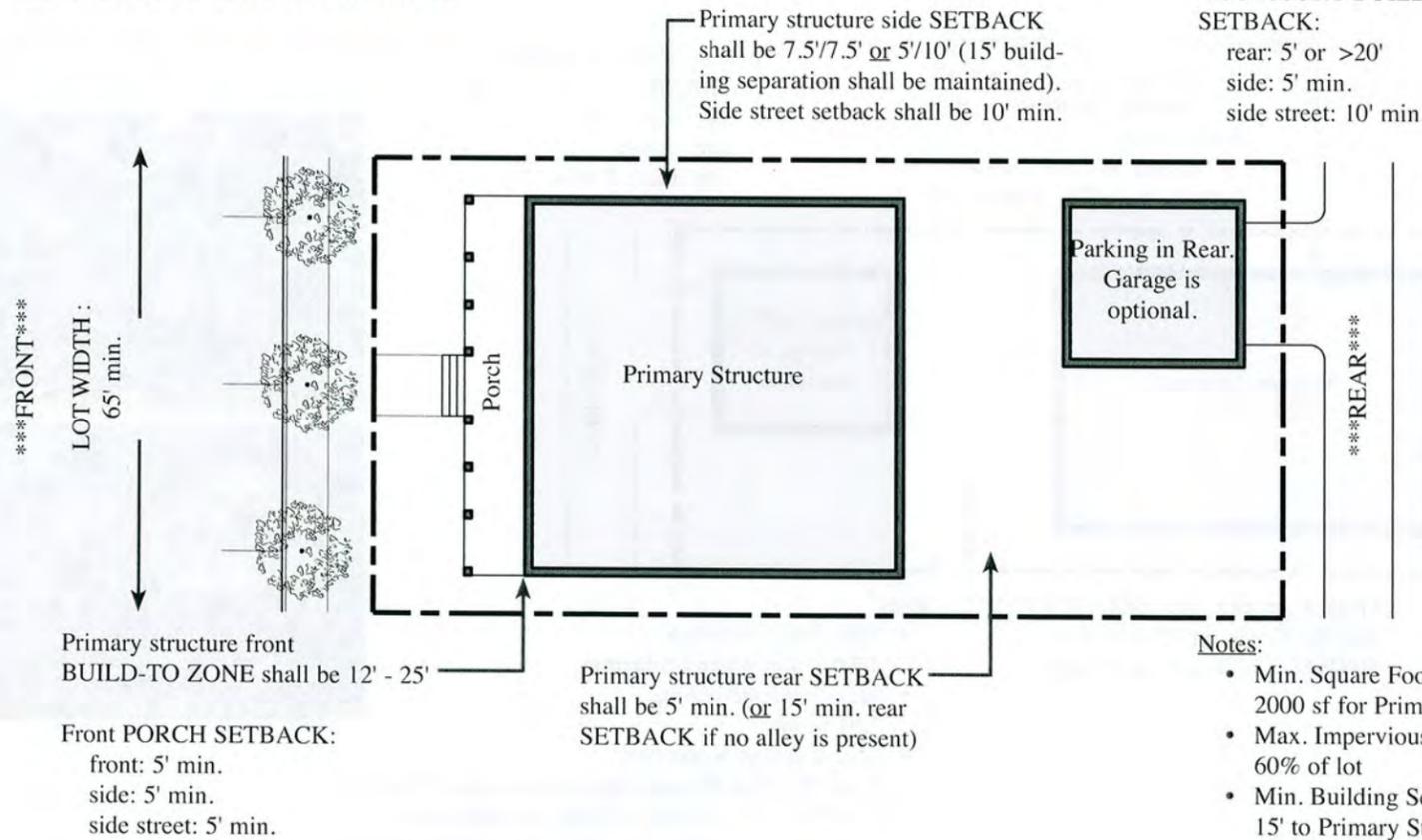
## (EH): ESTATE HOUSE LOT

### HEIGHT:



T4-O GENERAL / OPEN
T4-R GENERAL / RESTRICTED
T3 NEIGHBORHOOD EDGE ●
T2 OPEN SPACE

### BUILDING PLACEMENT:



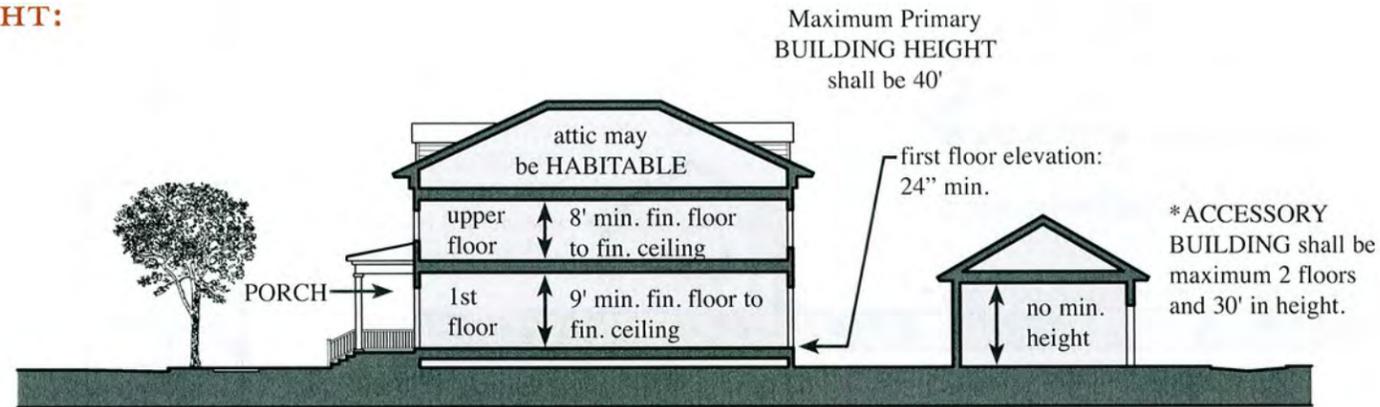
### PRECEDENT & CHARACTER EXAMPLES:



# URBAN DESIGN STANDARDS

(LH): LARGE HOUSE LOT

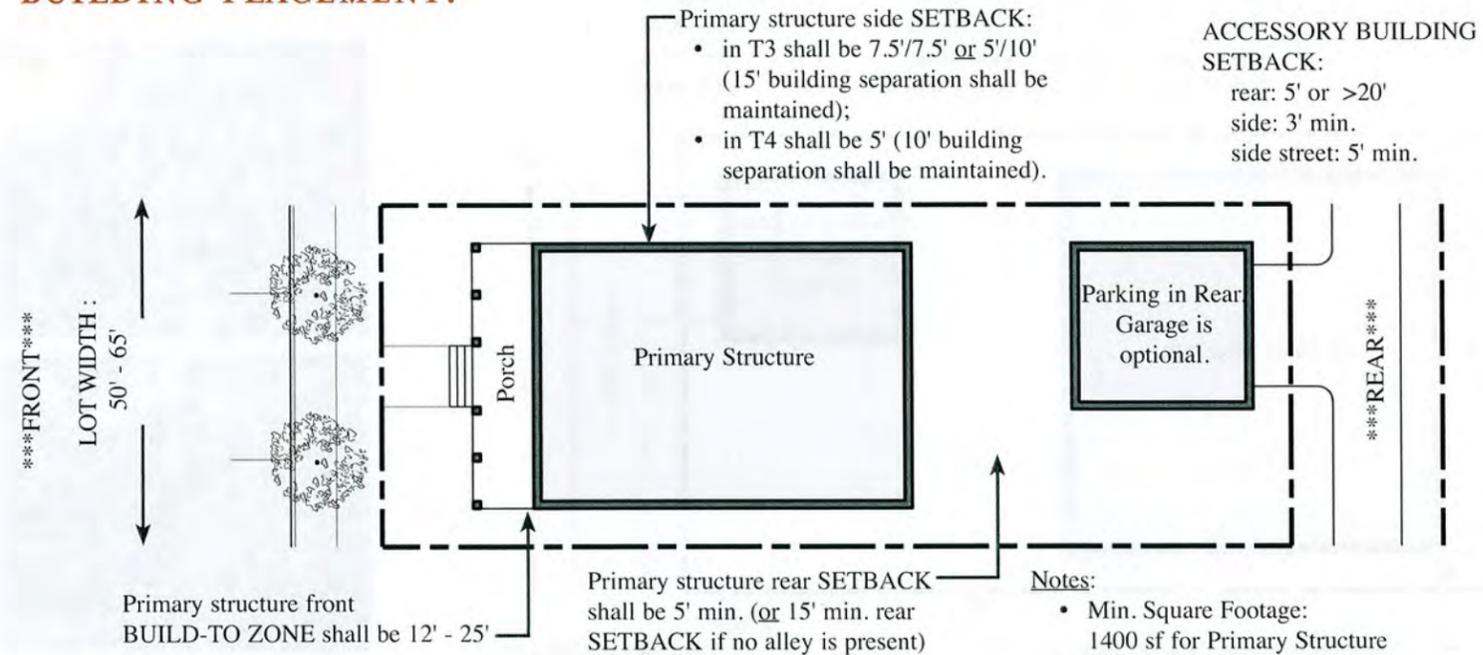
## HEIGHT:



\*A front PORCH or STOOP is required.

T4-O GENERAL/ OPEN
T4-R GENERAL/ RESTRICTED ●
T3 NEIGHBORHOOD EDGE ●
T2 OPEN SPACE

## BUILDING PLACEMENT:



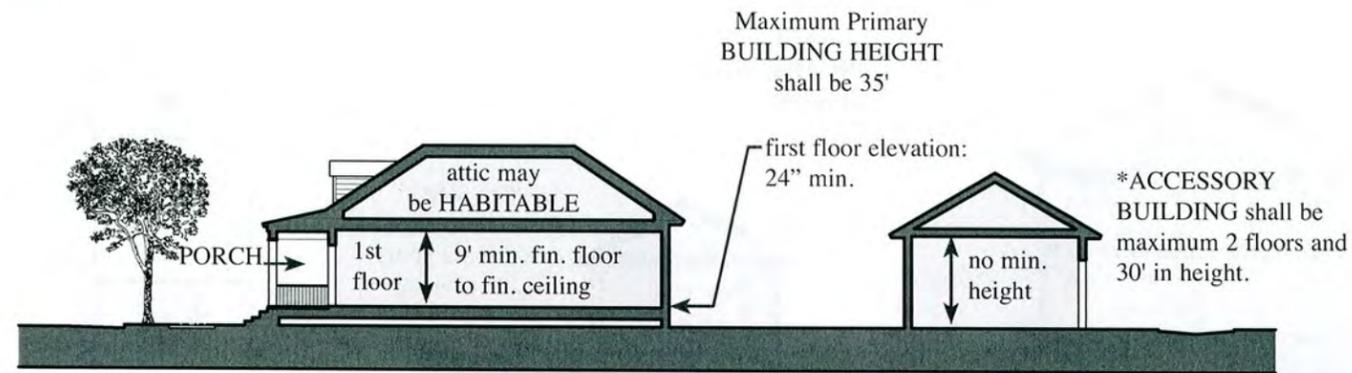
## PRECEDENT & CHARACTER EXAMPLES:



## URBAN DESIGN STANDARDS

### (H): HOUSE LOT

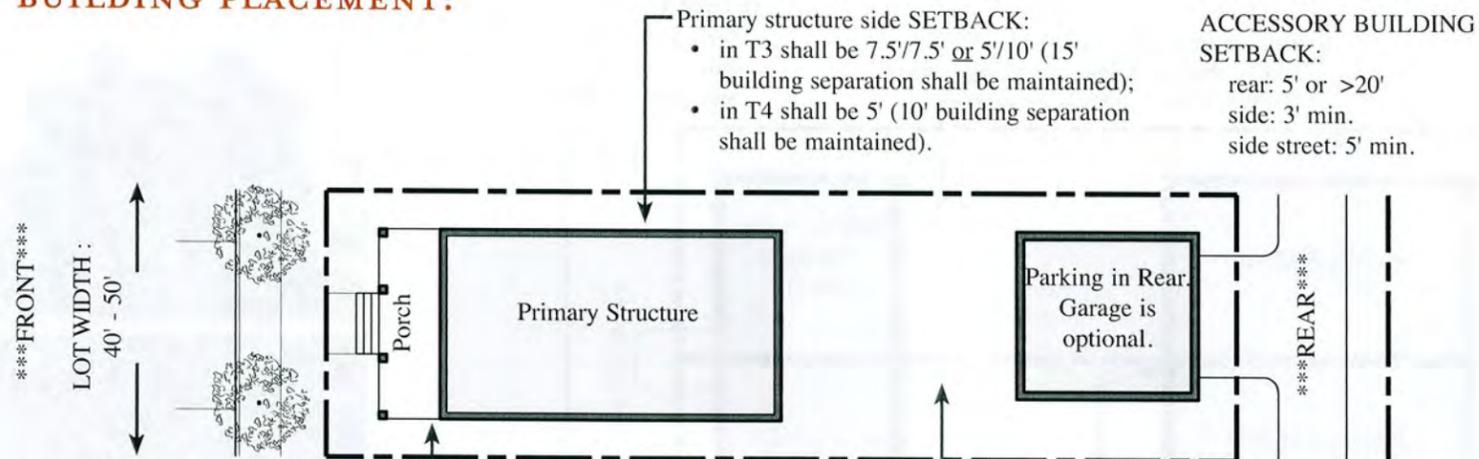
#### HEIGHT:



\*A front PORCH *or* STOOP is required.

T4-O GENERAL / OPEN
T4-R GENERAL / RESTRICTED ●
T3 NEIGHBORHOOD EDGE ●
T2 OPEN SPACE

#### BUILDING PLACEMENT:



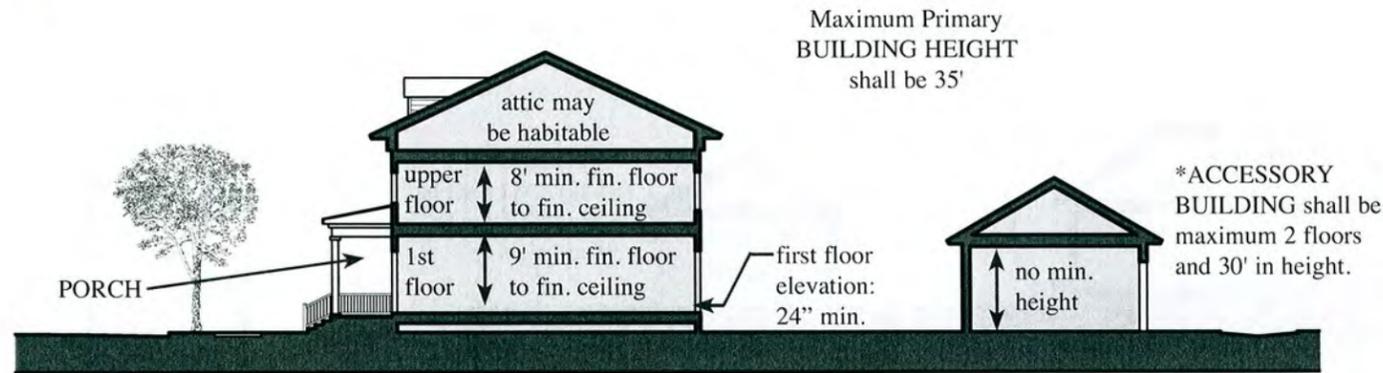
#### PRECEDENT EXAMPLES:



# URBAN DESIGN STANDARDS

## (MA-A): MANOR HOUSE LOT (ATTACHED)

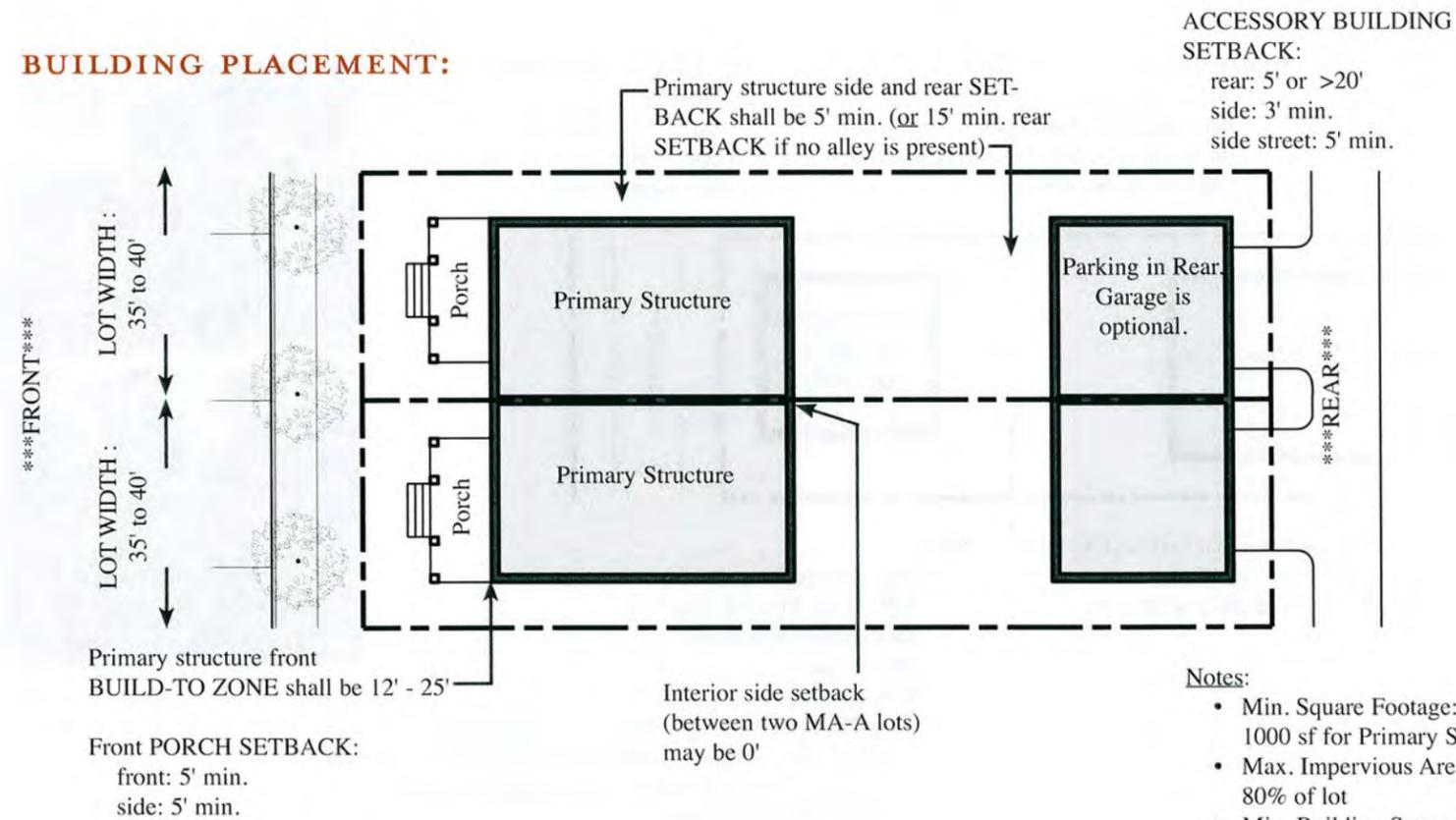
### HEIGHT:



\*A front PORCH or STOOP is required.

T4-O GENERAL / OPEN
T4-R GENERAL / RESTRICTED ●
T3 NEIGHBORHOOD EDGE ●
T2 OPEN SPACE

### BUILDING PLACEMENT:



### PRECEDENT & CHARACTER EXAMPLES:

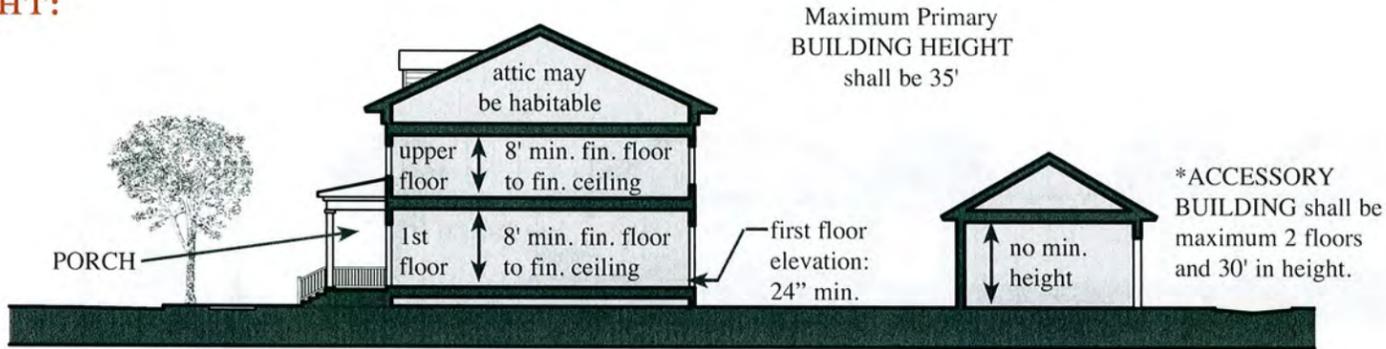


- Notes:
- Min. Square Footage: 1000 sf for Primary Structure
  - Max. Impervious Area: 80% of lot
  - Min. Building Separation: 10' to Primary Structure on adjacent lot

# URBAN DESIGN STANDARDS

## (MA-D): MANOR HOUSE LOT (DETACHED)

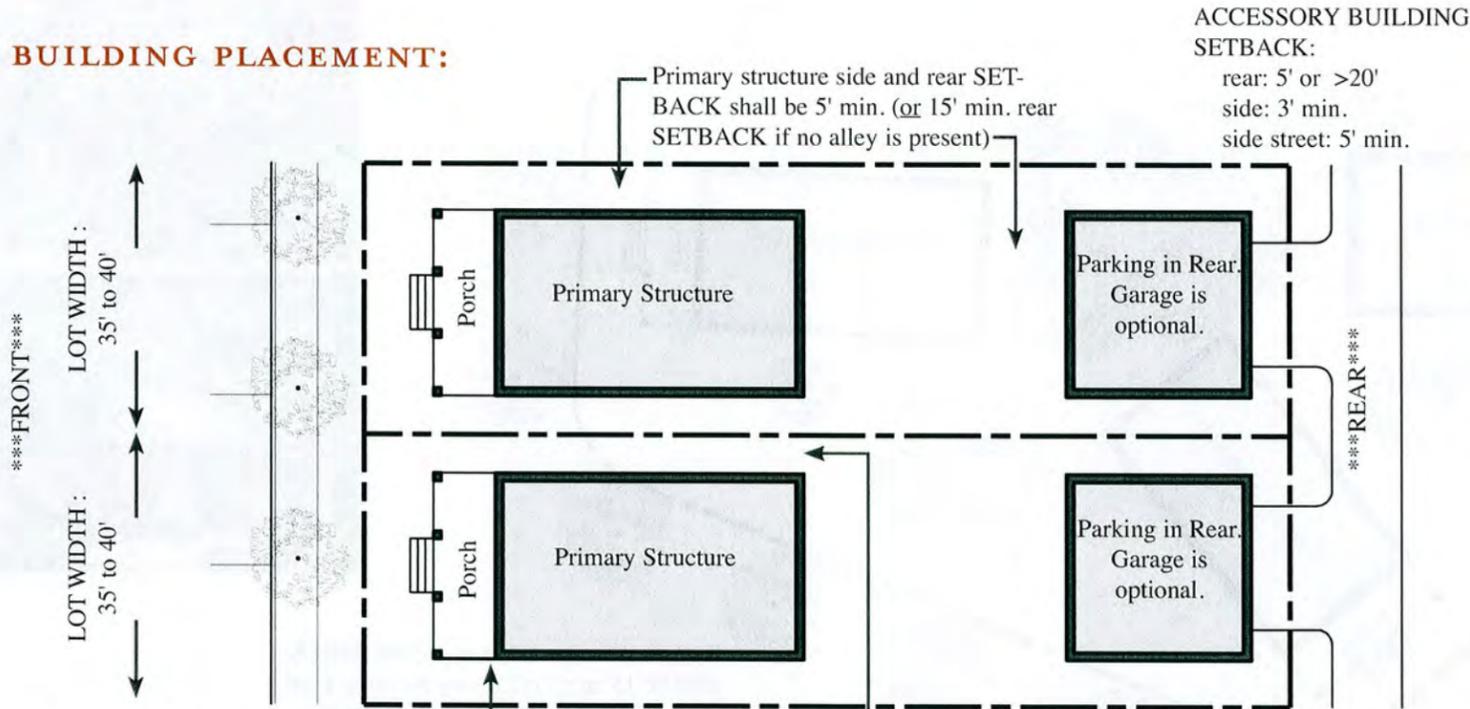
### HEIGHT:



\*A front PORCH or STOOP is required.

T4-O GENERAL / OPEN
T4-R GENERAL / RESTRICTED ●
T3 NEIGHBORHOOD EDGE ●
T2 OPEN SPACE

### BUILDING PLACEMENT:



Primary structure front BUILD-TO ZONE shall be 12' - 25'

Front PORCH SETBACK:  
front: 5' min.  
side: 5' min.

Interior side setback (between two MA-D lots) shall be 5'

- Notes:
- Min. Square Footage: 1000 sf for Primary Structure
  - Max. Impervious Area: 80% of lot
  - Min. Building Separation: 10' to Primary Structure on adjacent lot, unless adjacent Primary Structure requirement is greater (which shall then prevail)

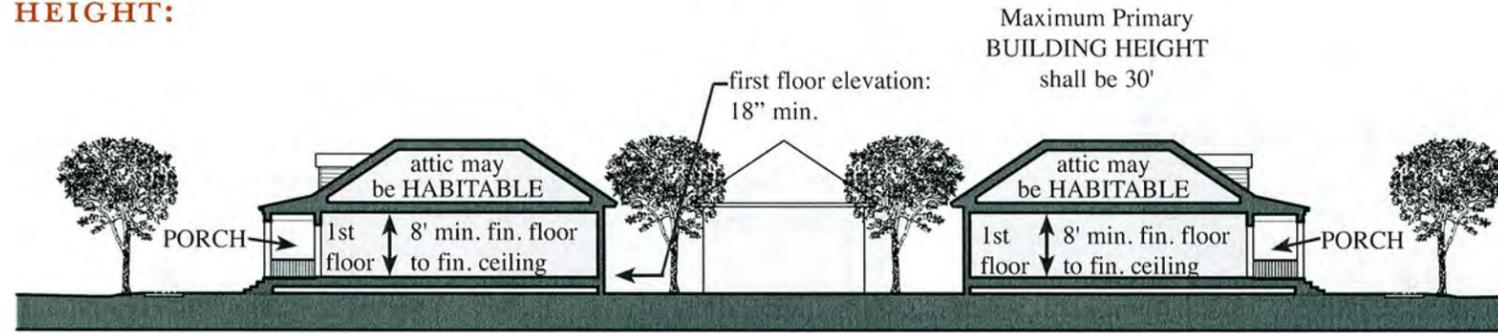
### PRECEDENT & CHARACTER EXAMPLES:



# URBAN DESIGN STANDARDS

## (CC): COTTAGE COMMON LOT

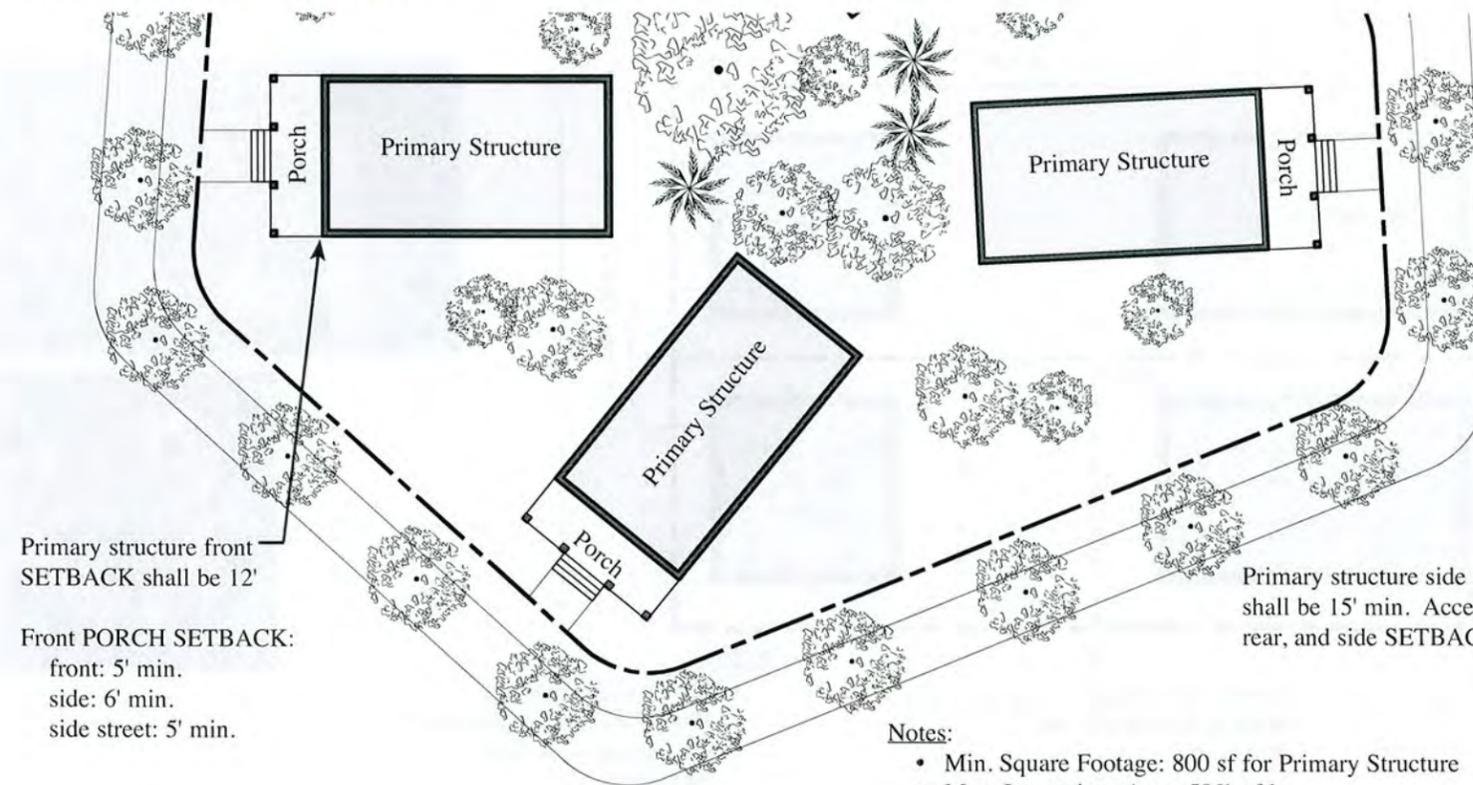
### HEIGHT:



\*A front PORCH or STOOP is required.

\*The Cottage Common lot has been created to maximize the preservation of specimen trees and provide a parklike setting next to the West Orange Trail. Cottages will be sited in a manner that preserves tree canopy; ownership of each cottage will be condominium style.

### BUILDING PLACEMENT:



Primary structure front SETBACK shall be 12'

Front PORCH SETBACK:  
front: 5' min.  
side: 6' min.  
side street: 5' min.

Primary structure side and rear SETBACK shall be 15' min. Accessory Building front, rear, and side SETBACK shall be 10' min.

#### Notes:

- Min. Square Footage: 800 sf for Primary Structure
- Max. Impervious Area: 50% of lot
- Min. Building Separation: 15' between Primary Structures
- Cottages are in a condominium-style ownership and therefore setbacks listed are to the perimeter of the parcel.

T4-O GENERAL/ OPEN
T4-R GENERAL/ RESTRICTED ●
T3 NEIGHBORHOOD EDGE ●
T2 OPEN SPACE

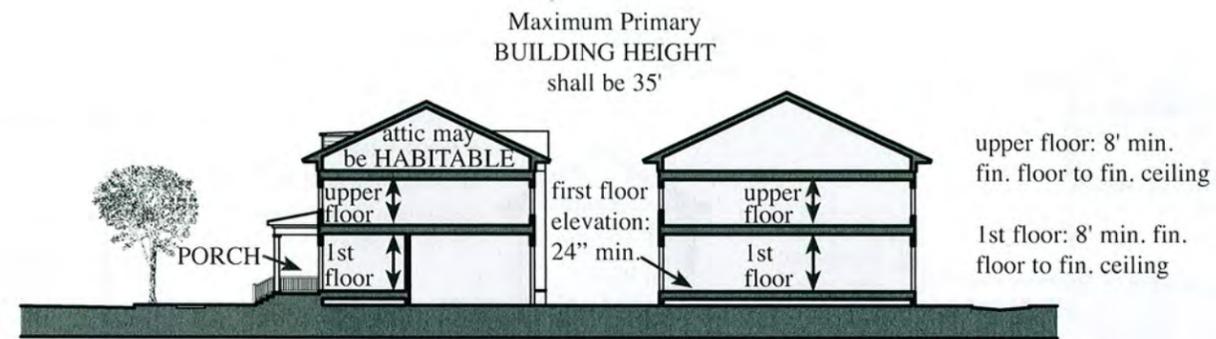
### PRECEDENT EXAMPLES:



## URBAN DESIGN STANDARDS

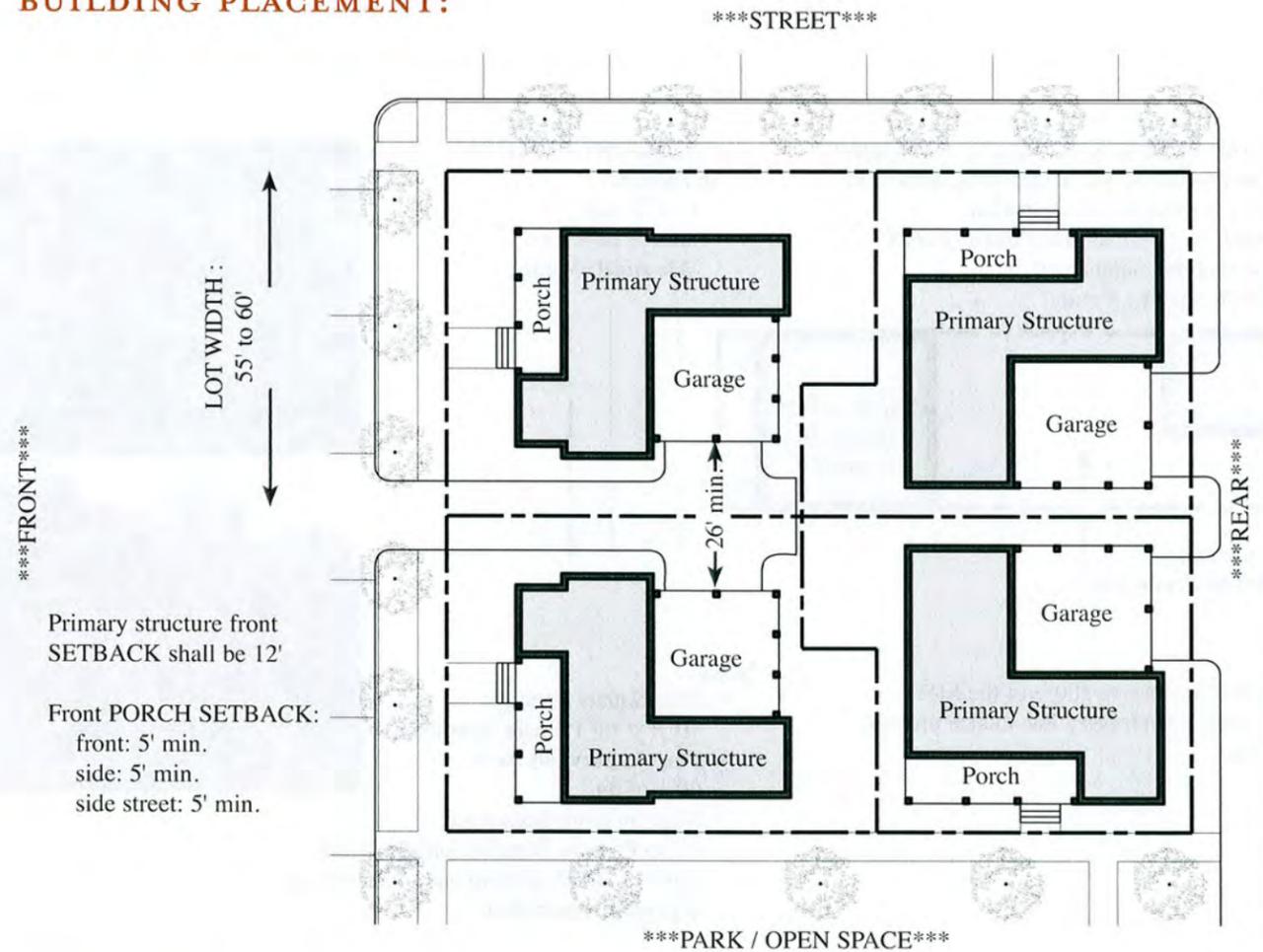
### (TD): TANDEM HOUSE LOT

#### HEIGHT:



\*A front PORCH or STOOP is required.

#### BUILDING PLACEMENT:



T4-O GENERAL / OPEN
T4-R GENERAL / RESTRICTED
T3 NEIGHBORHOOD EDGE
T2 OPEN SPACE

#### PRECEDENT EXAMPLES:



Primary structure side and rear SETBACK shall be 5' min.

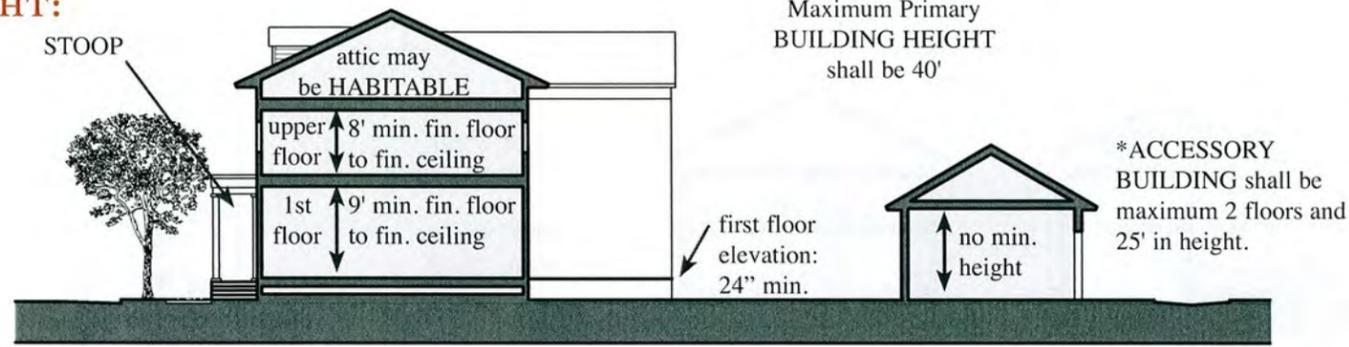
#### Notes:

- Min. Square Footage: 800 sf for Primary Structure
- Max. Impervious Area: 80% of lot
- Min. Building Separation: 10' between Primary Structures

# URBAN DESIGN STANDARDS

## (TH): TOWNHOUSE LOT

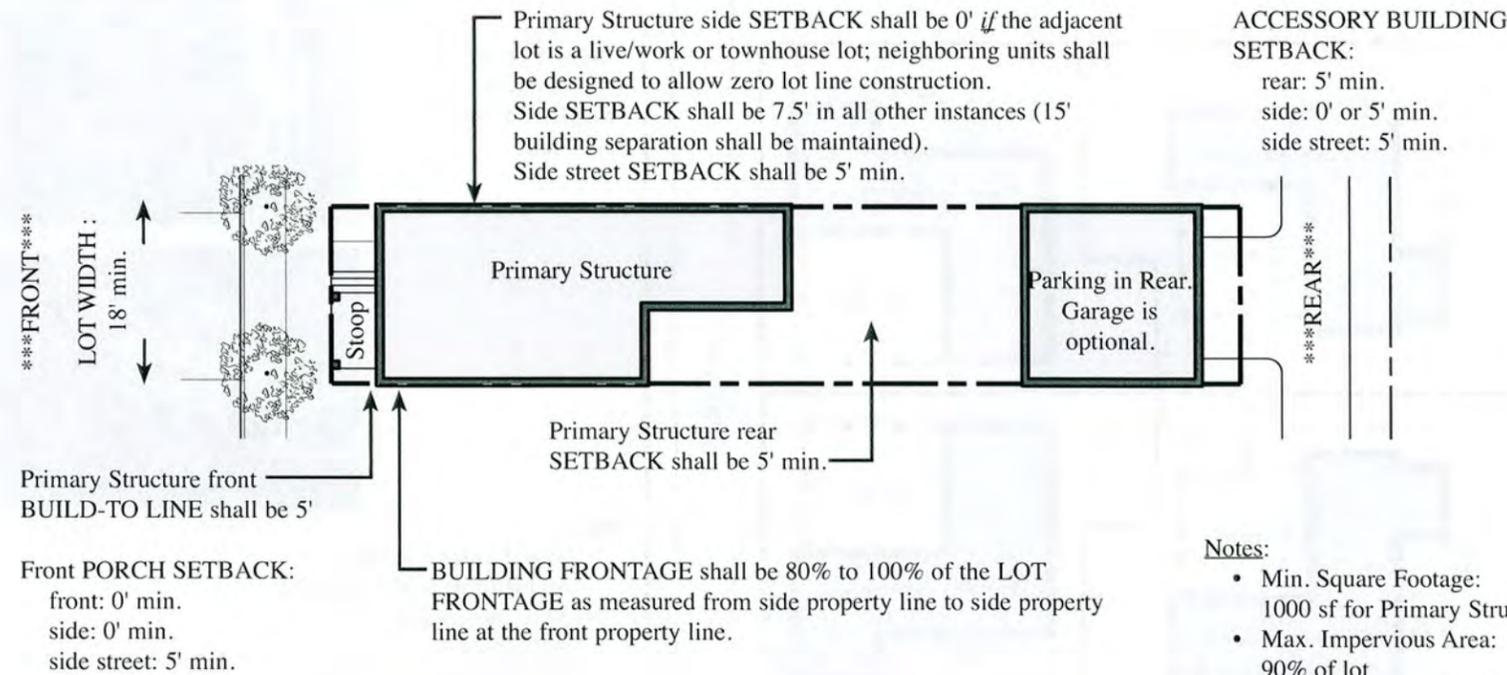
### HEIGHT:



\*A front PORCH or STOOP is required.

T4-O GENERAL/ OPEN	●
T4-R GENERAL/ RESTRICTED	●
T3 NEIGHBORHOOD EDGE	
T2 OPEN SPACE	

### BUILDING PLACEMENT:



- Notes:
- Min. Square Footage: 1000 sf for Primary Structure
  - Max. Impervious Area: 90% of lot
  - Min. Building Separation: 15' to Primary Structure on adjacent lot (up to 6 attached townhouse units permitted before separation)

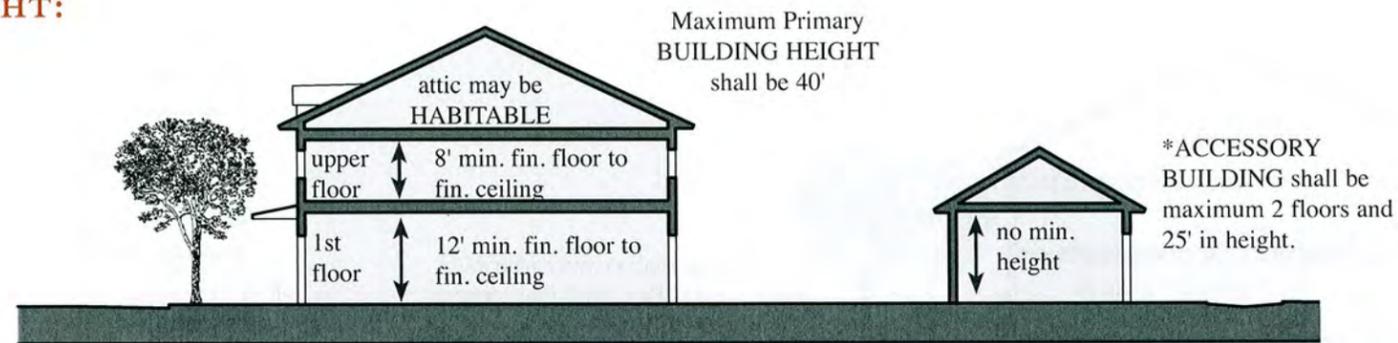
### PRECEDENT & CHARACTER EXAMPLES:



# URBAN DESIGN STANDARDS

## (LW): LIVE/WORK LOT

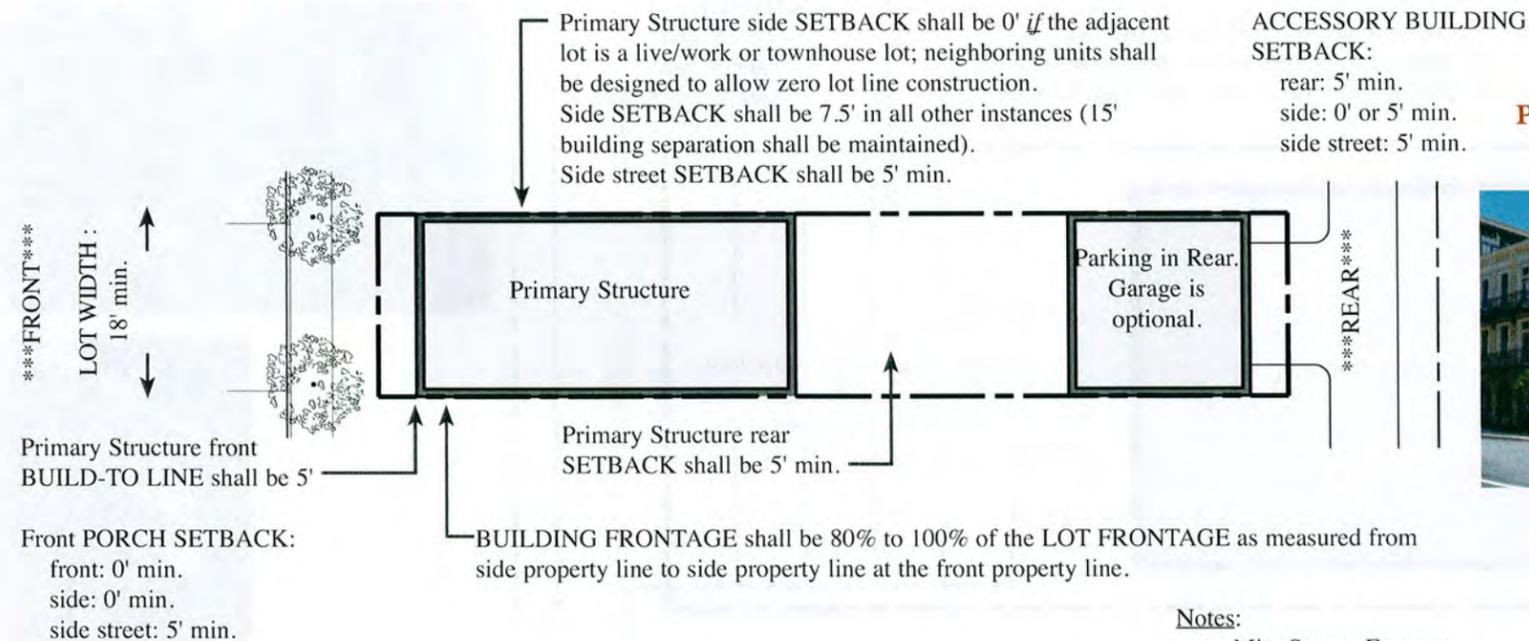
### HEIGHT:



\*If 1st floor is **residential**: A front PORCH *or* STOOP is required.  
 \*If 1st floor is **commercial**: An AWNING/ MARQUEE, BALCONY, *or* COLONNADE/ ARCADE is required

T4-O GENERAL / OPEN	●
T4-R GENERAL / RESTRICTED	●
T3 NEIGHBORHOOD EDGE	
T2 OPEN SPACE	

### BUILDING PLACEMENT:



### PRECEDENT & CHARACTER EXAMPLES:

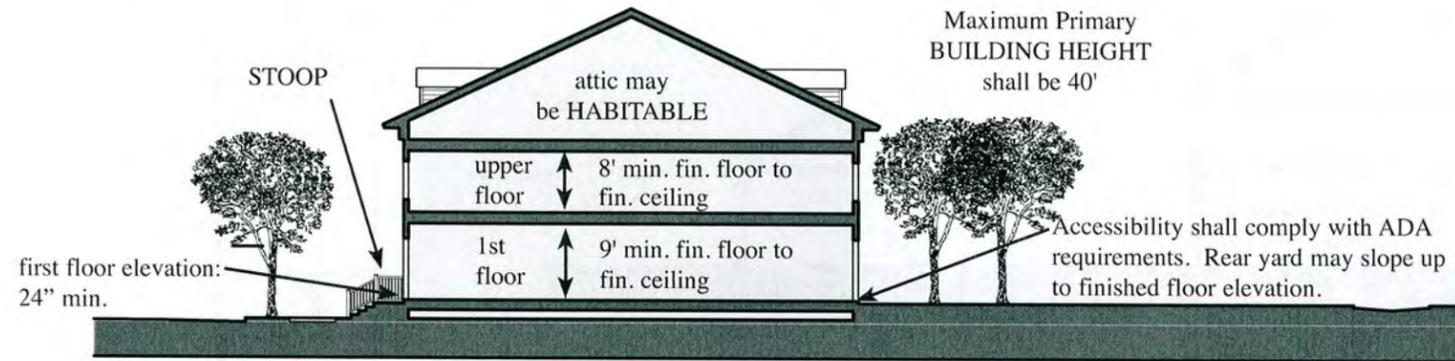


- Notes:
- Min. Square Footage: 1000 sf for Primary Structure
  - Max. Impervious Area: 90% of lot
  - Min. Building Separation: 15' to Primary Structure on adjacent lot (up to 6 attached live/work units permitted before separation)

# URBAN DESIGN STANDARDS

## (AH): APARTMENT HOUSE LOT

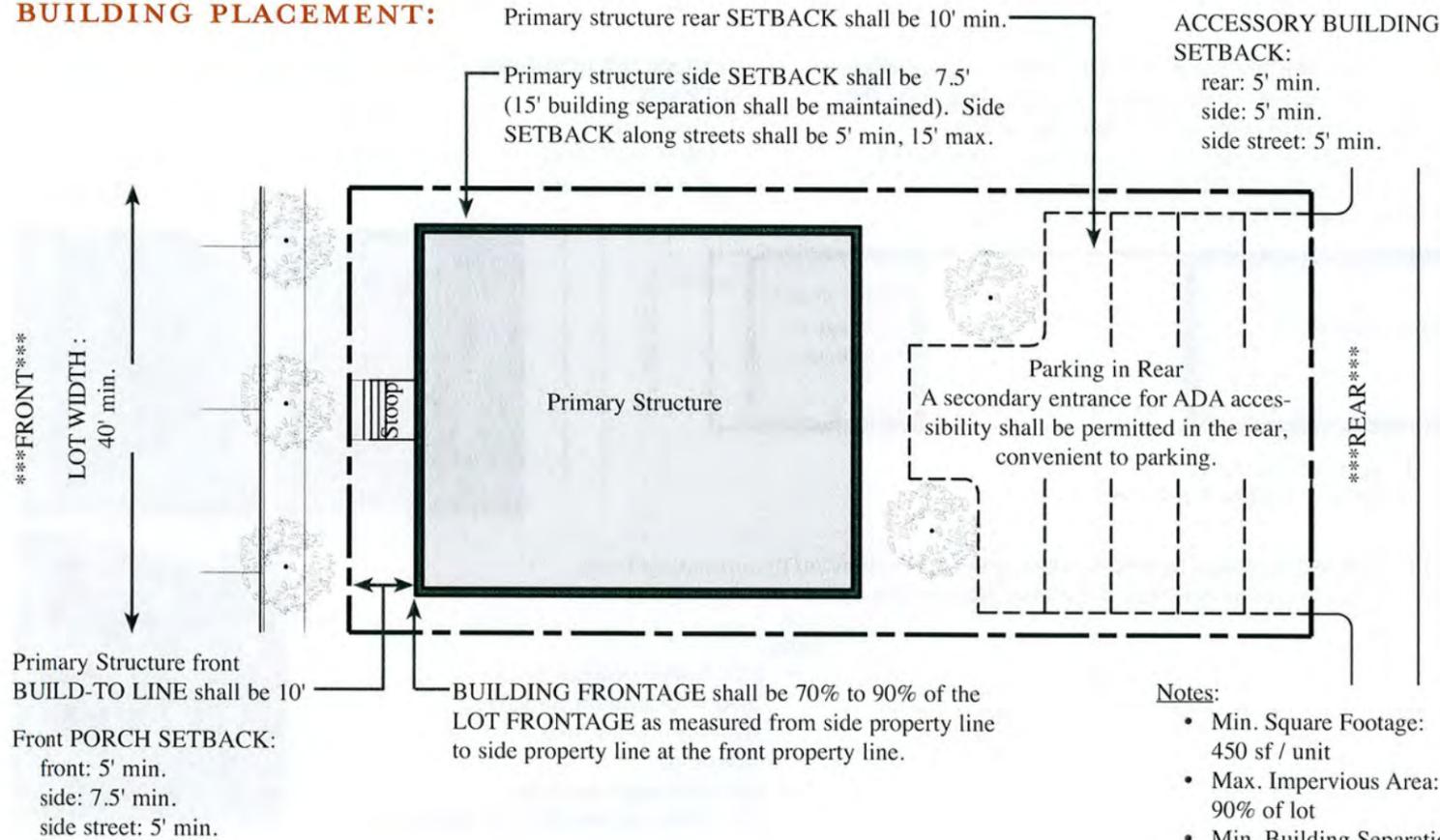
### HEIGHT:



\*A front PORCH *or* STOOP is required.

T4-O GENERAL/ OPEN	●
T4-R GENERAL/ RESTRICTED	●
T3 NEIGHBORHOOD EDGE	
T2 OPEN SPACE	

### BUILDING PLACEMENT:



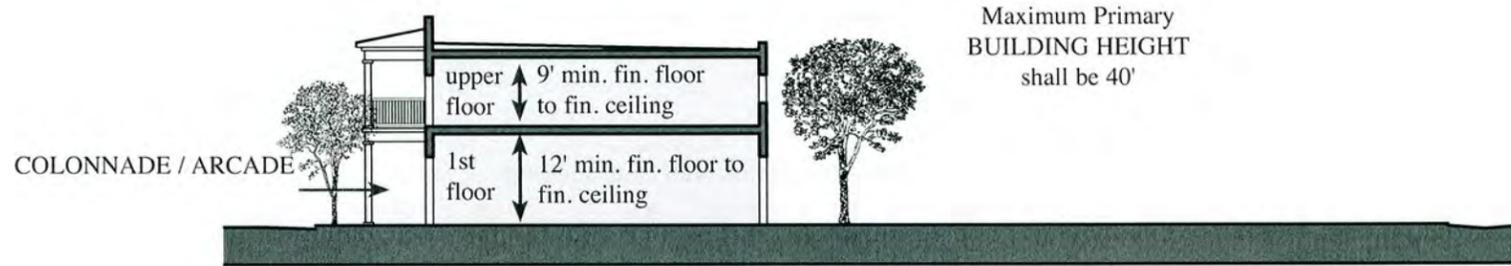
### PRECEDENT EXAMPLES:



# URBAN DESIGN STANDARDS

## (RB): RETAIL BUILDING LOT

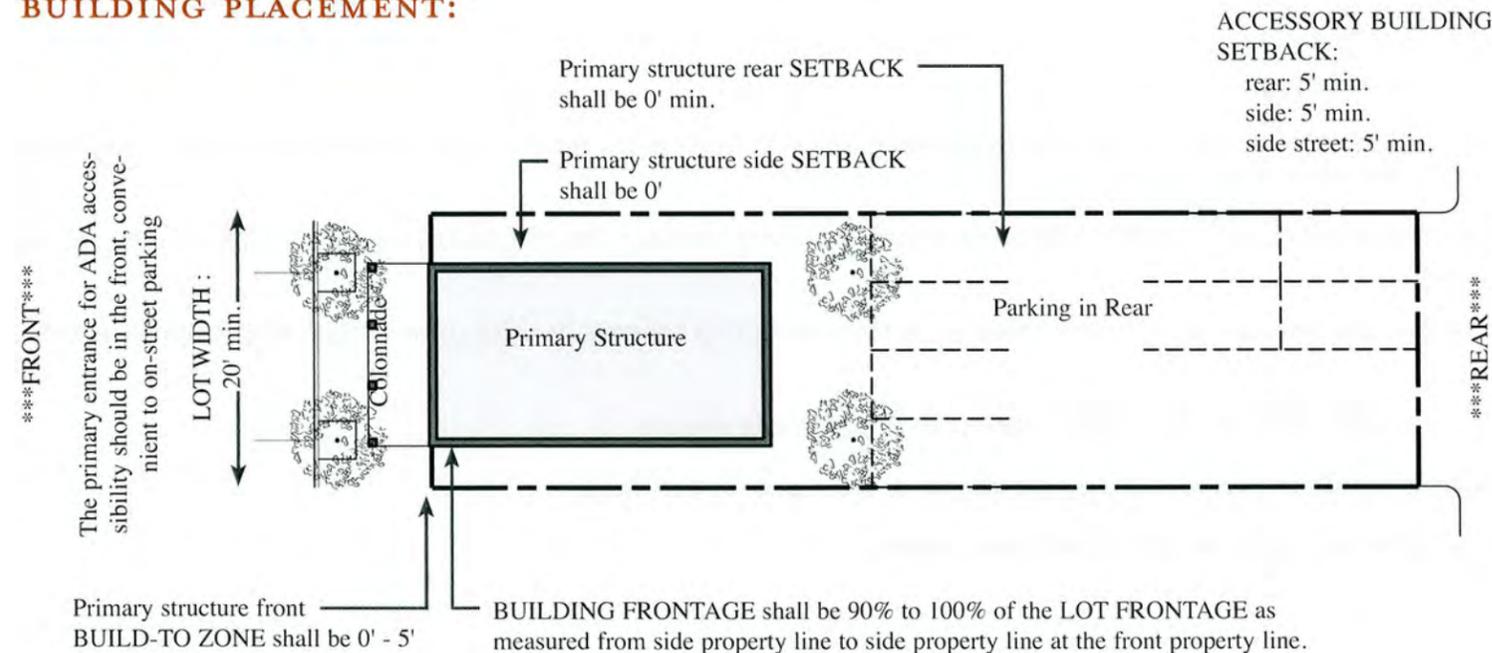
### HEIGHT:



\*An AWNING, BALCONY, or COLONNADE/ARCADE is required.

T4-O GENERAL / OPEN
T4-R GENERAL / RESTRICTED
T3 NEIGHBORHOOD EDGE
T2 OPEN SPACE

### BUILDING PLACEMENT:



Front PORCH SETBACK:  
front: 0' min.  
side: 0' min.  
side street: 0' min.

### PRECEDENT & CHARACTER EXAMPLES:



#### Notes:

- Min. Square Footage: N/A
- Max. Impervious Area: 100% of lot
- Min. Building Separation: 0'

## URBAN DESIGN STANDARDS

### DEFINITIONS

**ACCESSORY BUILDING:** A building or structure subordinate to the principal building or lot and used for purposes customarily incidental to the main or principal building and located on the same lot therewith.

**APPURTENANCES:** Architectural features not used for human occupancy, consisting of spires, belfries, cupolas or dormers; parapet walls, and cornices without windows; chimneys, ventilators, skylights, and antennas.

**ARCADE:** A colonnade composed of a series of arches supported on piers or columns.

**AWNING:** An architectural projection roofed with flexible material supported entirely from an exterior wall of a building.

**BALCONY:** An open habitable portion of an upper floor extending beyond a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

**BUILD-TO LINE:** A build-to line identifies the precise horizontal distance from a street right-of-way that the building shall be built to, in order to create a uniform line of buildings along the street.

**BUILD-TO-ZONE:** A build-to zone is a range of allowable distances from a street right-of-way that the building shall be built to in order to create a moderately uniform line of buildings along the street.

**BUILDING FRONTAGE:** The side of a building which faces the frontage street.

**BUILDING HEIGHT:** The maximum building height shall be measured from the midpoint of a line connecting the front and rear property lines drawn diagonally from opposing corners, to the peak of the roof, exclusive of appurtenances.

**CIVIC BUILDING:** Structure used primarily for public education, cultural performances, gatherings and displays administered by non-profit cultural, educational, governmental, and religious organizations.

**COLONNADE:** A roofed structure, extending over the sidewalk, open to the street except for supporting columns or piers. Upper levels may contain habitable space.

**CUPOLA:** A domelike structure surmounting a roof or dome, often used as a lookout or to admit light and air.

**FRONTAGE LINE:** The property line or lines of a lot which coincide with a right-of-way or other public open space.

**FRONTAGE STREET:** The public right-of-way which serves as primary access to a property.

## URBAN DESIGN STANDARDS

### DEFINITIONS

**GRANNY FLAT:** An accessory residential unit located above the garage. To be classified a granny flat the unit must have an entry that is discrete and separate from the primary house providing private access to the “granny flat”, must be metered separately from the main house, and must have a full service kitchen.

**HABITABLE SPACE:** Building space whose use involves human presence. Habitable space excludes parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

**LOT FRONTAGE:** The property line adjacent to the frontage street.

**LOT WIDTH:** The length of a property line along the frontage street.

**MARQUEE:** A permanently roofed architectural projection whose sides are vertical; marquees are intended for the display of signs, and are supported entirely from an exterior wall of a building.

**PORCH:** A roofed area, attached at the ground floor level or first floor level, and to the front of a building, open except for railings and support columns.

**PRINCIPAL FAÇADE** (For purposes of placing buildings along build-to lines or build-to zones): The front plane of a building not including stoops, porches, or other attached architectural features.

**PRIMARY ENTRANCE:** The entrance to a structure which is located along the frontage street.

**SETBACK:** Minimum distance between the building face and the lot boundary line.

**STOOP:** A small platform and / or entrance stairway at a house door, commonly covered by a secondary roof or awning.

**STORY:** A floor level within a building.

**TRANSECT:** A categorization system that organizes all elements of the urban environment on a scale from rural to urban. Any lot in the manmade environment belongs to a certain transect zone, which will describe the character and intensity of construction upon that lot.



SOUTHERN LIVING HOME IN HABERSHAM, SC.

## ARCHITECTURAL PATTERNS

The following Architectural Pattern section is excerpted from the Oakland Park Design Code. Implementation of the Code is the responsibility of the Town Architect whose responsibilities are described in the recorded Declaration of Covenants, Conditions and Restrictions for Oakland Park. The Town Architect interprets the Design Code and from time to time may revise the Code. Oakland Park has established an Architectural Review Committee which reviews plans for all new construction within Oakland Park for consistency with the Code. The Founder recommends that the City require the application for a building permit to include the approval letter from the Architectural Review Committee.

The architecture of Oakland Park est.1844 draws inspiration from historic homes in Oakland and Winter Garden. This involves original designs and a 360-degree approach to detail, not merely facing the home with historically appropriate trappings. Most homes will be sited fairly close to the street. Generous front porches will allow ample opportunity for interaction with neighbors and a feeling of emotional investment in, and connection to, the whole of this small town community. Homes are to be serviced by a rear alley or garage contributing to the aesthetic and pedestrian friendly nature of Oakland Park. Exceptional attention to detail and authenticity of design are an integral part of the vision to recreate in Oakland Park est. 1844 what the original settlement might be like now.

Architecture within Oakland Park should fit one of five patterns described in this section. The code includes information and detail on those major architectural elements that define each pattern. As designs are prepared for submittal to the Oakland Park Architectural Review Committee (ARC) it is important to note that variation is possible as long as it is related to and consistent with the respective pattern.

### MASSING

The Oakland Park house is made up of human scaled forms combined to provide an ordered and proportioned composition. Historically, homes did not utilize the entire footprint of the lot to construct the home. Rather, the “main body” provided the root massing with added elements, such as subordinate wings and porches to make up the composition that is so pleasing to the eye. The following information is universal, although each style may have specific elements that may deviate from the general massing principles.

The main house and all accessory structures shall be of the same architectural style within any given lot. Mixing of styles within a lot is not permitted.

The Rear Yard shall be screened from an adjacent side street by the house, garage, hedge, or fencing. Sixty percent of the length of the property line shall be screened from view on Corner Lot and Public view conditions. The elevation of the house facing the side street zone shall have an undulating facade.

Smaller massed forms attached to the Main Body are referred to as “add on elements” (e.g. porches, connectors, or wings). The main body roof line should not run continuously over the add on elements. Each add-on form typically has an independent roof as appropriate to the style. The add on element roof pitch never exceeds the Main Body roof pitch.

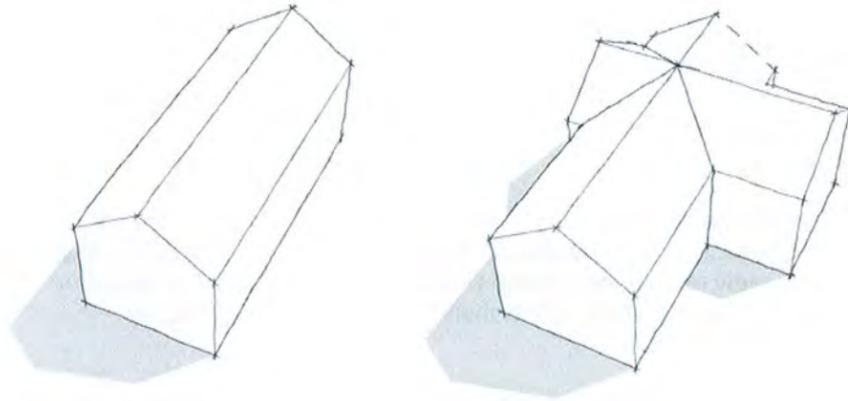
### GENERAL CONSIDERATIONS

1. The front Main Body of a house shall be the dominant form on the lot.
2. Over-scaled Main Bodies are not allowed. See Diagrams for details.
3. All massing components of the house shall be one or two story. Extended rooflines are not allowed. Style specific exception is the bungalow variation of the Craftsman style.
4. Wings and connectors protruding from main body shall step in from any corner a minimum of 1'-0”.
5. Consider the “Golden Rectangle” (1.618: 1) in house forms, plan and elevation.

## ARCHITECTURAL PATTERNS

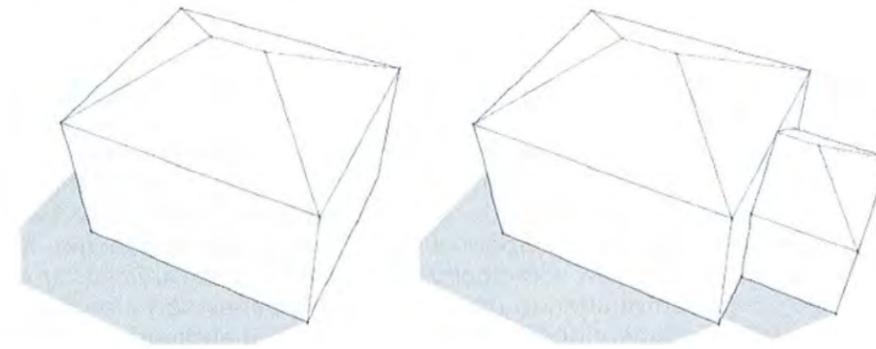
### THE SINGLE BAY

The single bay is one room in width or between 14' and 18'. This can be introduced as the main body as well as subordinating wings.



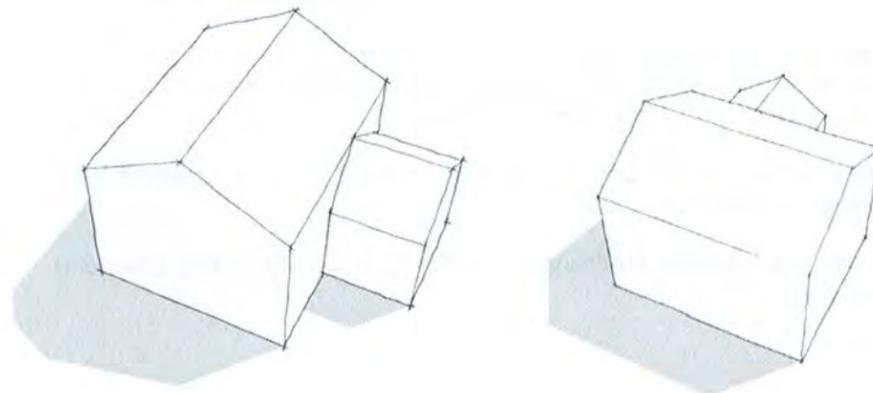
### THE DOUBLE BAY (VARIATION)

The narrow dimension of the main body should not extend beyond 28' where a gable roof is desired. The maximum narrow dimension of the main body should not be more than 32'. In cases where the dimension is between 28' and 32', a hip roof is required. This can be introduced as the main body. Wings can be one or two stories and protrude from the sides and rear of the main body in a single bay form. Roof types should be consistent.



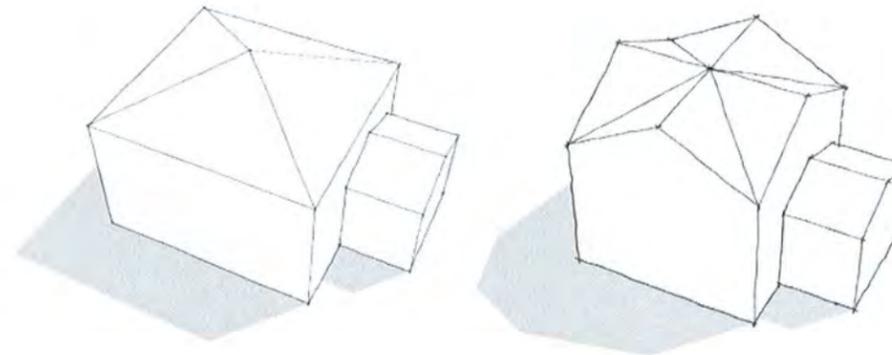
### THE DOUBLE BAY

The Double bay is two rooms in width or between 24' and 28'. This can be introduced as the main body. Wings can be one or two stories and protrude from the sides and rear of the main body in a single bay form.



### THE FOURSQUARE

The Main Body is two rooms in width and depth or between 24' and 32' square. This can be introduced as the main body. In most cases a hip roof is considered, accentuating the simple form. Certain styles are accomplished with a cross gable roof. Wings can be one or two stories and protrude from the sides and rear of the main body in a single bay form.



## ARCHITECTURAL PATTERNS

### WALLS

Architectural details and exterior finish materials shall be the same on all elevations of the Main Body of the house so that the Main Body provides a consistent palette of materials, finishes, colors.

Material and finish changes may occur on appendages, add-on elements, ancillary structures, dormer or gable end accent elements as consistent with the Architectural Style Guidelines and as listed in the Architectural Matrix.

Chimneys and fireplace flue enclosures shall be constructed of non-combustible materials. Siding shall not be used as an exterior finish for these elements.

Exterior materials shall consist of a balance of siding, board and batten, brick, and stucco. Where no one material, other than siding, is predominant on the street. (See Street Pattern Code for more information)

### MATERIALS SPECIFIC TO THE HOUSE:

1. Any one material shall be consistent on all 4 sides of the massing. Connectors and minor wings can have an alternate material.
2. All trim elements shall be proud of any siding or stucco and be painted the trim color on all edges.
3. Any masonry over 4" in height shall have a stucco finish.
4. Some Architectural Styles have specific siding requirements. Please consult Town Architect for further details.

### EAVES

Eave conditions vary per Architectural Style. Two of the common eave types are a 'Closed Soffit' and 'Open Soffit' or 'Open Rafter Tail'. True Florida Vernacular, Folk Victorian, and Craftsman Styles are 'Open Rafter Tail', while the remaining styles can achieve either condition.



**Closed Soffit:** Material to be paintable trim for fascia, soffit, and frieze. Overhang depth is style specific varying from 1'-0" to 2'-8".



**Open Soffit:** Material is considered finished framing and should be constructed in a manner projecting craftsmanship in the home. Rafters may have a scroll cut tail in the Folk Victorian Style. Tails may be terminated by a fascia or left completely exposed. Overhangs are a minimum of 2'-0".

## ARCHITECTURAL PATTERNS

### PORCHES

All covered porches shall be a minimum of 8 feet in depth. Ten feet is encouraged. The additional 2'-0" provides for furniture to be in a room setting.

The porch shall extend a minimum of 40% of the length of the main body.

Screen framing members and compositions, if visible from the street, shall be comparable to traditional wood framing (for example, 1x2, 2x2, etc.)

The screening shall be located and installed in a manner that does not obscure the architectural elements that define the style of the principle structure.

Enclosed porches are allowed given the surface area of the front facade is 70% window within the column bay with the window casing being adjacent to the column. Enclosure shall be located and installed in a manner that does not obscure the architectural elements that define the style of the principle structure.

All porch enclosure material shall be trim color

**Porch beam:** The width of the porch beam shall be equal to the column at the column neck, exclusive of the capital.

Pilasters or half columns, when used, shall be the width of porch beam and column neck. Pilasters shall be used when the porch is appended to the main body of the house. When the porch roof is integral with the main body roof, pilasters are optional.

### HEIGHT

With the exception of the Spanish Colonial style and the Cottage Common Lot, the first floor finished floor elevation shall be a minimum of 24 inches above the adjacent finished grade. Adjacent finished grade shall be measured at the midpoint of the front façade.

### WINDOWS

All windows are to punctuate the wall plane of the home. Double hung windows and casement windows sitting within a frame are preferred options as they provide the necessary relief. If the glazing of a window does not punctuate the wall plane one inch or greater then the window must be inset. All windows both first and second floor shall have the same inset.

Double hung or single hung windows are to be equal sash with a vertical proportion of 2:1

Specialty windows are discouraged. When necessary 2'-0" wide by 2'-4" tall "cube" windows can be accepted when in an appropriate composition.

All windows are to have casing at a minimum of a nominal 4" wide.

Muntins shall be 5/8" to 7/8" wide and shall project out from the glass. Muntins shall give the appearance of true divided lites.

Clear glass shall be used in all the windows and doors. Stained glass is an allowable material in special windows. Colored, applied tinted, or reflective glass is not permitted. Clear low-emissivity glass is encouraged.

Painting the inside face of the glass is not acceptable.

### WINDOW RHYTHM

The composition of windows is a critical part of the homes integrity. Windows shall be oriented in a pattern along a facade. Windows shall be aligned vertically when located in two story facades. Windows are encouraged to be positioned at least one window width away from any corner.



# ARCHITECTURAL PATTERNS

## SHUTTERS

Shutter height shall be equal to the window sash height. Each flanking shutter shall be one-half the width of the window so that the shutters can completely cover the window if in a closed position.

Shutters shall be of materials and hardware to be operable or appear to be operable.

Louvered shutters should be installed so as to shed water away from the house when shutters are in a "closed" position

Hinges and a shutter dog shall be provided on each shutter.

## DORMERS

Dormer windows, are used only for habitable interior space or future habitable interior space, must have appropriate window treatment including, but not limited to, blinds or curtains on the inside of the window. Painting the inside of the glass is not acceptable.

Doghouse or single window dormers shall be no wider than the window plus required casing. Refer to the Architectural Style Matrix.

## DOORS

Doors should fit into the same guidelines and rhythm as windows. Entry doors should express importance through added casing detail and or color. Entry doors can include sidelights and all doors are to be 6'-8" tall and have transoms. Door slabs shall remain traditional. All glazing in doors, transoms, or sidelights to be clear. (Double doors are not allowed as entry doors)

## ROOFING

Asphalt dimensional shingles and metal are the predominant roofing material for most Architectural Styles with the exception of Spanish Colonial which is clay/concrete barrel tile. In all other styles, porch roofs are encouraged to be metal.

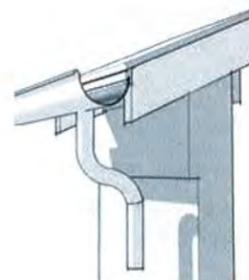
### EAVE CONDITIONS WITH GUTTER OPTIONS

#### OPEN EAVES



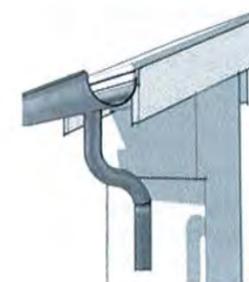
##### without gutter

open rafter tails with mill finish drip edge and 1x2 trim



##### standard

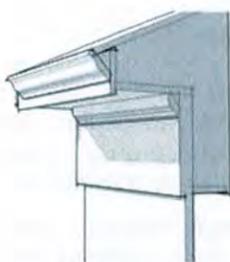
half round 6" to 7" gutter anodized aluminum coordinate color with trim round downspout



##### better

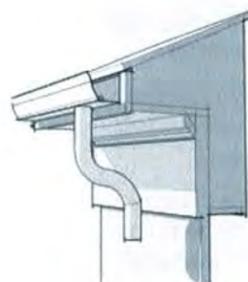
half round 6" to 7" gutter mill finish galvanized or copper round downspout

#### CLOSED EAVES



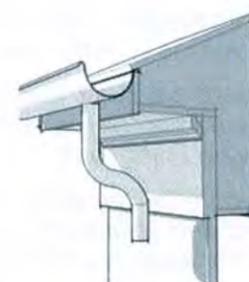
##### without gutter

vertical fascia with crown and mill finish drip edge



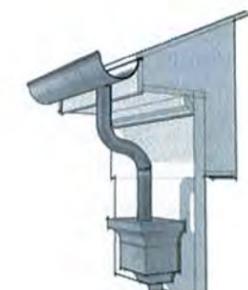
##### standard

K style 5" to 6" gutter anodized aluminum coordinate color with trim round downspout



##### better

half round 6" to 7" gutter anodized aluminum coordinate color with trim round downspout



##### best

half round 6" to 7" gutter mill finish galvanized or copper round downspout leader head

## ARCHITECTURAL PATTERNS

### GARAGES

Street-facing doors are permitted only on those lots requiring front access.

Street-facing garage doors shall be no wider than 16'-0" and shall be of a design that appears to replicate double doors.

Street-facing garages shall be located behind the Main Body of the house as appropriate to the architectural style and scale of the house. In no case shall the garage be more than 20'-0" from the rear property line. Waterfront lots with a carriage house located at the front are to have side facing garage doors.

On alleys, two car garages are permitted with a single garage door.

All garage doors shall be a minimum 7'-0" in height.

### PARKING

The required parking may be met by use of a garage, driveway or on-street parking as defined in the PUD Development Standards, page 58.

### OUTBUILDINGS

Outbuildings shall not exceed one story and shall be similar in architectural style to the primary structure. For purposes of this code requirement, detached garages are not considered outbuildings.

### STREET PATTERN CODE

Two of the objectives for Planned Unit Developments in the City of Winter Garden code are particularly important objectives for Oakland Park in providing a mixture of housing types in a viable complex environment.

*"Creation of a variety of housing types and compatible neighborhood arrangements that gives the homebuyer greater choice in selecting types of environment and living units," and*

*"Allowance of sufficient freedom for the developer to take a creative approach to the use of land and related physical development, as well as utilizing innovative techniques to enhance the visual character of the city."*

Smaller lots have historically been viewed as an attempt to only increase density. However, they can be an important component to provide diversity of housing product. Housing of various price ranges is a known healthy condition in viable neighborhoods. This cannot be readily achieved with monotonous rows of similar sized lots and homes whether large or small. In order to

successfully carry this off attention must be paid to not only the architecture of the homes but the street patterns that are implemented within the community. In an effort to create a harmonious neighborhood without becoming sterile or monotonous, the following guidelines for street patterning are incorporated in the Oakland Park Design Code.

To avoid repetition the Design Code identifies five key components of a house including:

- Massing
- Style
- Materials
- Porch
- Color

### PARAMETERS FOR PLAN DIVERSITY

Massing and Style are articulated in detail in the Design Codes. Materials, porch requirements and color are also contained within the Design Code. What is required in street patterning is diversity in the exterior appearance of housing product. Identical floor plans may occur at a minimum of 2 lot separations given 3 of the 4 components, massing, style, materials and porch are significantly altered. Similar colors cannot occur side by side.

Significant material changes include a change from horizontal lap siding to brick to stucco, where no single material on the street is dominant.

Significant porch changes include a change in design from a full façade front porch to a wrapping porch, second floor porch or portico.

### PARAMETERS FOR ARCHITECTURAL PLAN DIVERSITY

Winter Garden has a predominant mix of Colonial Revival, Craftsman, and Florida Vernacular. Secondary is Folk Victorian with a small percentage of Spanish Colonial. Oakland Park's street patterns wish to respect this historic blend of Architecture with the following:

Colonial Revival, Craftsman, and Florida Vernacular may be mixed into the block without restrictions on lot separation given that Plan Diversity parameters are met.

Folk Victorian shall be separated by a minimum of 3 lots on either side of the same street.

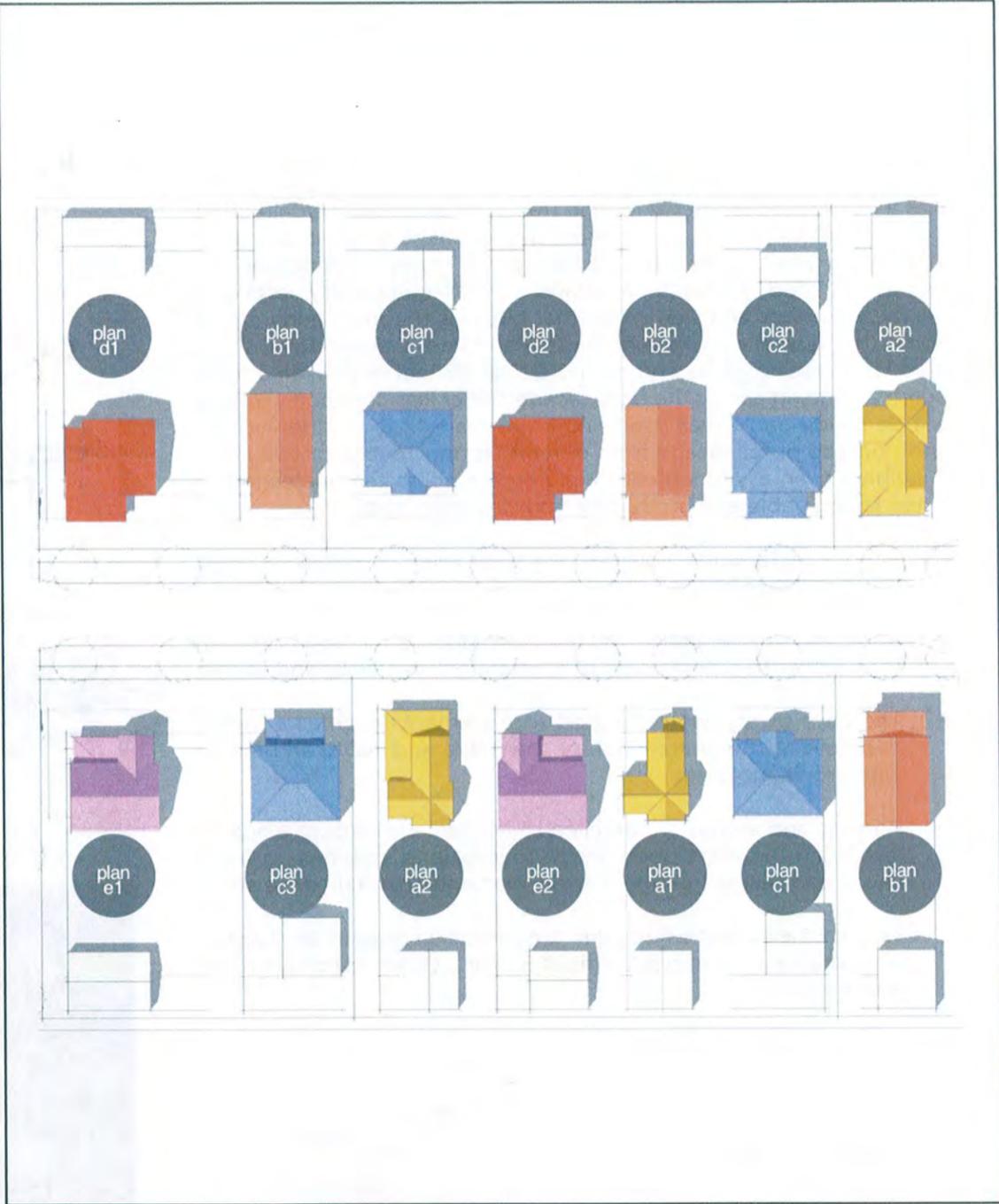
Spanish Colonial shall be separated by a minimum of 10 lots on either side of the same street.

# ARCHITECTURAL PATTERNS

## STREET PATTERN CODE EXAMPLE

### Plan types with varying key components:

- **Plan a1:** Colonial Revival, horizontal siding, portico entry
- **Plan a2:** Folk Victorian, board & batten, front porch
- **Plan a3:** Florida Vernacular, horizontal siding, wrapping porch
- **Plan b1:** Craftsman, horizontal siding, front porch
- **Plan b2:** Florida Vernacular, horizontal siding, two story front porch
- **Plan c1:** Colonial Revival, horizontal siding, pediment front - no porch
- **Plan c2:** Florida Vernacular, horizontal siding, 3 bay front porch
- **Plan c3:** Spanish Colonial, stucco, front loggia
- **Plan d1:** Craftsman, horizontal siding, wrapping porch
- **Plan d2:** Folk Victorian, board & batten, wrapping porch
- **Plan e1:** Fl. Vern. (asymmetrical massing), horizontal siding, 3 bay front porch
- **Plan e1:** Folk Vict. (asymmetrical massing), horizontal siding, 3 bay front porch



## ARCHITECTURAL PATTERNS

The following description of permissible Architectural styles are excerpted from the Oakland Park Pattern Book, *Patterns of the Past. A Foundation for the Future.*

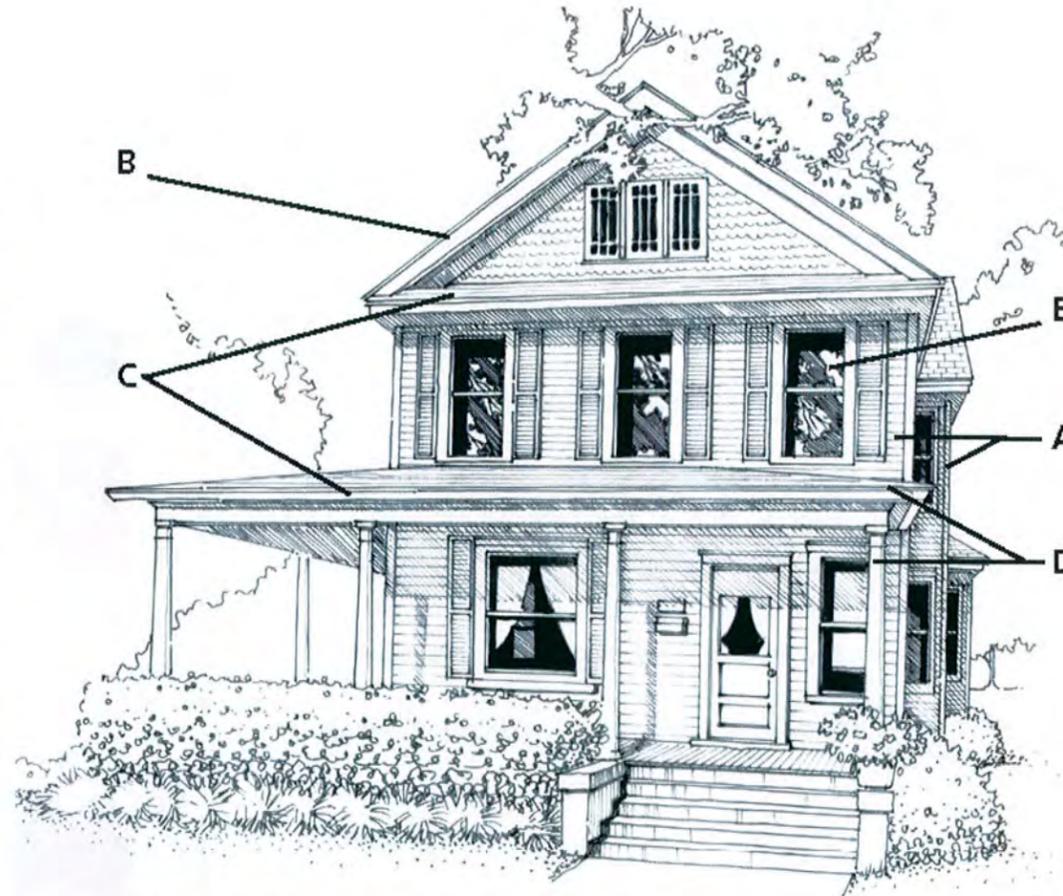
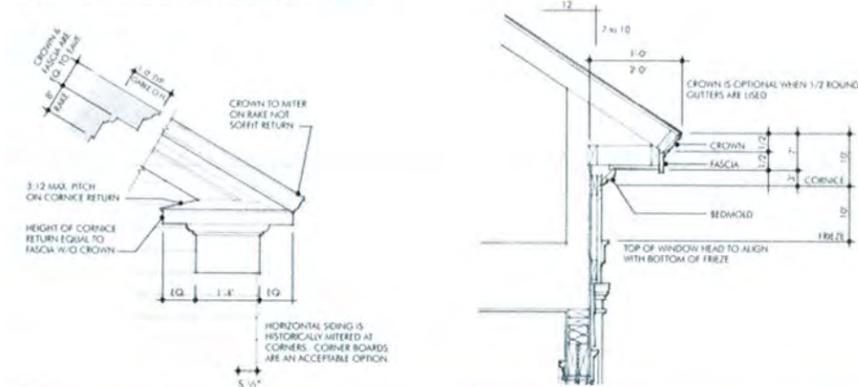
### COLONIAL REVIVAL

#### FUNDAMENTALS

During the earliest part of the 20th Century, much like today, there was a resurgence of the values and traditions of Colonial architecture. Colonial Revival is one of the most predominant styles in the area. The strong presence of the Colonial Revival home is defined by the home's main body symmetrical façade, a well-detailed entry portico or full façade porch, and side wings that buttress the main body of the home. The typical condition for an Oakland Park Colonial Revival will be a street-facing gable end no more than 28 feet wide with a front porch extending across the front façade. Other less common versions will be a side-gable main body no more than 42 feet wide with an entry portico or full façade front porch that may be one or two stories in height, or an asymmetrical form where a porch terminates into a street-facing gable end protruding from the main body.

- Simple rectangular volumes are combined to create a main body and side wings.
- Roofs are simple gables and hips with pitches ranging from 2:12 for porches to 6:12 through 10:12 pitch for main body and wings.
- The eave or cornice is finished with elements such as a frieze, bedmold at the intersection of the frieze and soffit, and fascia with crown molding.
- Porches and entries are detailed to the same level or at a higher level than the main body. Porch foundations, columns, railings, eaves, and ceiling treatment are all elements that define the style.
- Windows are double hung and are vertical in proportion. Typical windows have muntin patterns of 6 over 1. Other options include 3 and 4 over 1.

#### TYPICAL CORNICE RETURN



Please refer to Oakland Park pattern book for additional details and exceptions to general architectural patterns.



# ARCHITECTURAL PATTERNS

## CRAFTSMAN

### FUNDAMENTALS

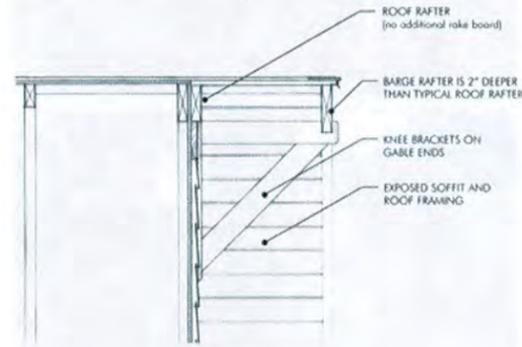
The Craftsman style's finish framing, unique massing, and colorful palette provide our community with diversity and character. The typical condition for an Oakland Park Craftsman home will be a foursquare home where the main body width and depth are no more than 32 feet. The square volume of the main body may be capped with a simple hip roof, gable, or a four sided gable. A front porch extends across the front façade. Other versions will be a bungalow with a full façade front porch that is incorporated with the main body roof. All of these forms are defined by the following details that are specific to Craftsman style.

- A. Simple square and rectangular volumes are combined to create a main body and side wings.
- B. Roofs are simple gables and hips with pitches ranging from 2:12 for porches to 6:12 through 9:12 pitch for main body and wings.
- C. The eave is simply detailed. Most have no fascia with plumb or square cut rafter tails. Other eaves will still have exposed rafters with a simple plumb or square fascia.
- D. Porches and entries are detailed to the same level as the main body. Porch foundations, square columns, tapered columns with tall column bases, unique railings, eaves, and ceiling treatment are all elements that define the style.
- E. Windows are double hung and are vertical in proportion. Typical windows have muntin patterns of 3 over 1. Other options include 2 over 1, and 1 over 1 (No mutins).

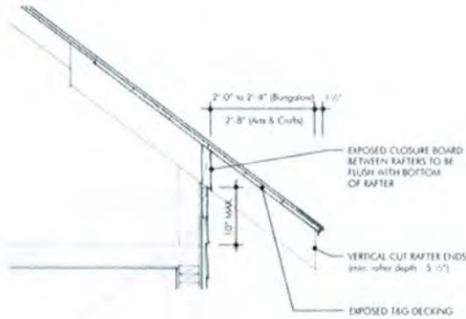


Please refer to Oakland Park pattern book for additional details and exceptions to general architectural patterns.

### GABLE END DETAIL



### TYPICAL EAVE CONDITION



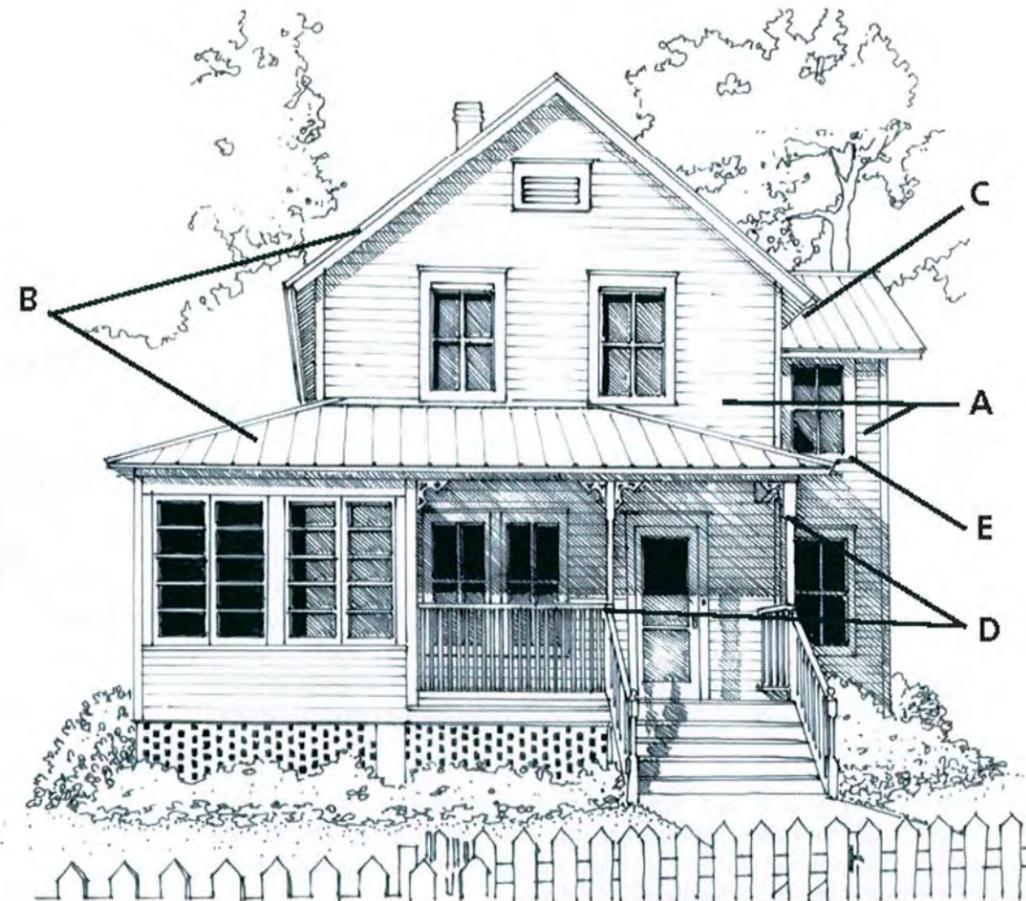
# ARCHITECTURAL PATTERNS

## FLORIDA VERNACULAR

### FUNDAMENTALS

The Florida Vernacular style is an adaptation of the national style known for its practical details and construction. This style is the best suited for our warm sub-tropic climate with its broad overhangs and deep porches allowing for shade and accepting of slight breezes. The typical condition for an Oakland Park Florida Vernacular will be a street facing gable end no more than 28 feet wide with a front porch extending across the front façade. Other less common versions will be a side gable main body nor more than 38 feet wide with a full façade front porch that may be one or two story in height, or an asymmetrical form where a porch terminates into a street facing gable end protruding from the main body. All of these main body forms are defined by the following details that are specific to Florida Vernacular.

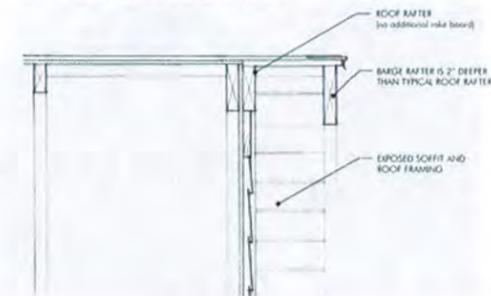
- A. Simple rectangular volumes are combined to create a main body and side wings.
- B. Roofs are simple gables and hips with pitches ranging from 2:12 for porches to 6:12 through 10:12 pitch for main body and wings.
- C. The eave is simply detailed. Most have no fascia with plumb or square cut rafter tails. Other eaves will still have exposed rafters with a simple plumb or square fascia.
- D. Porches and entries are detailed to the same level as the main body. Porch foundations, square columns, simple railings, eaves, and ceiling treatment are all elements that define the style.
- E. Windows are double hung and are vertical in proportion. Typical windows have muntin patterns of 3 over 1. Other options include 2 over 1, and 1 over 1 (no mutins).



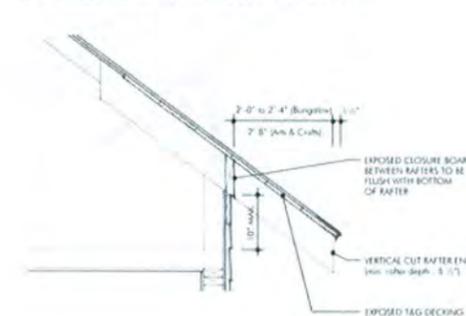
Please refer to Oakland Park pattern book for additional details and exceptions to general architectural patterns.



### GABLE END DETAIL



### TYPICAL EAVE CONDITION



# ARCHITECTURAL PATTERNS

## FOLK VICTORIAN

### FUNDAMENTALS

In Central Florida the Folk Victorian style is a refinement of the Florida Vernacular style. This style utilizes the same massing and forms as Florida Vernacular with additional detail and or ornamentation. The typical condition for an Oakland Park Folk Victorian will be a street facing gable end no more than 28 feet wide with a front porch extending across the front façade. Other common version will be a side gable main body no more than 28 feet wide with a full façade front porch that may be one or two story in height, or an asymmetrical form where a porch terminates into a street facing gable end more than 18 feet wide protruding from the main body. All of these main body forms are defined by the following details that are specific to Folk Victorian.

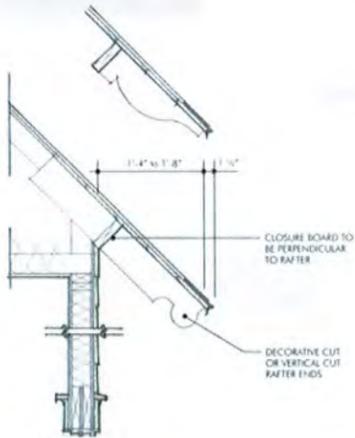
- A. Simple rectangular volumes are combined to create a main body and side wings.
- B. Roofs are simple gables and hips with pitches ranging from 2:12 for porches to 8:12 through 14:12 pitch for main body and wings.
- C. The eaves are either simply detailed with no fascia with plumb or square cut rafter tails or have a closed soffit with a frieze and modillions or brackets.
- D. Porches and entries are detailed to the same level as the main body. Porch foundations, square or turned columns, simple or ornate railings, eaves, and ceiling treatment are all elements that define the style.
- E. Windows are double hung and are vertical in proportion. Typical windows have muntin patterns of 3 over 1. Other options include 2 over 1, and 1 over 1 (no mutins).



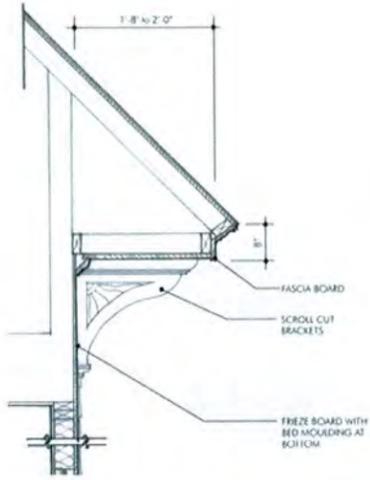
Please refer to Oakland Park pattern book for additional details and exceptions to general architectural patterns.



TYPICAL RAFTER CONDITION



TYPICAL CORNICE BRACKET



# ARCHITECTURAL PATTERNS

## SPANISH COLONIAL

### FUNDAMENTALS

As the popularity of the Colonial Revival style increased during the early part of the century, the Spanish Colonial style became an attractive alternative in southeast Florida. Central Florida has many examples of this robust style ranging from small bungalows to lakefront estates. In some cases, the buildings would utilize elements from Mission and more formal European (Mediterranean) styles establishing architecture unique to our area.

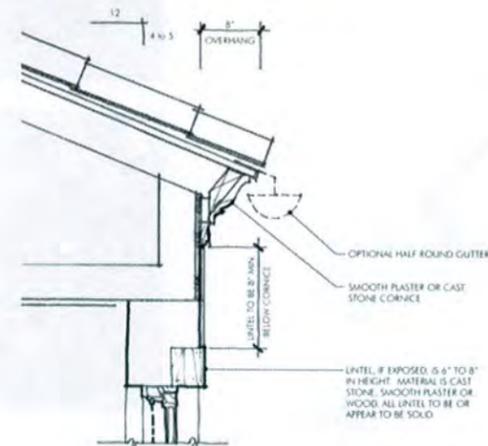
- A. Simple symmetrical rectangular volumes and asymmetrical vertical volumes are typical of the Spanish Colonial style. Spanish Colonial homes either have a large mass for a main body with loggias integral with the mass or have narrow volumes forming an asymmetrical composition.
- B. Roofs are low pitch (4:12 to 5:12), clay barrel tile in natural tones of red, orange, and brown. Gables, when used, do not span more than 16'-0" in width. Wider volumes utilize hip roofs.
- C. Very little or no eaves are utilized and the gable end consists only of one barrel tile on edge. Exceptions are open rafter tails with 1'-4" to 2'-0" overhang.
- D. Porches or Loggias can be incorporated with an entry or almost anywhere a view may be taken of an outside place of interest. Loggias are additive elements as well as being integral with the home. Most examples utilize classical columns (Doric, Corinthian) with full arches.
- E. Windows are a crucial element in these homes. A minimum 3" recess from face of stucco to window frame is required to show the mass of this minimally detailed facade. Casement windows are used in the Spanish Colonial style home.



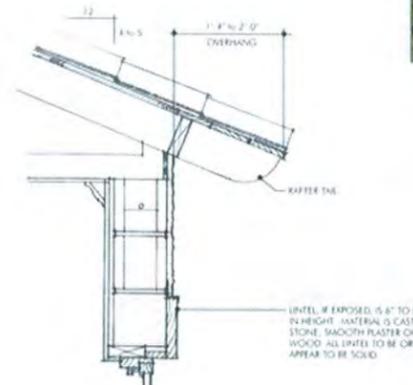
Please refer to Oakland Park pattern book for additional details and exceptions to general architectural patterns.



TYPICAL EAVE CONDITION



OPEN RAFTER TAIL EAVE CONDITION



**Architectural Style Matrix**

	Colonial Revival	Craftsman	Fl. Vernacular	Folk Victorian	Spanish Colonial	Notes
<b>Massing</b>						
<b>Ceiling Height</b>						
Elevation above grade	24"	24"	24"	24"	12"	
1st Floor Ceiling Height	9'-0" - 10'-0"	9'-0" - 10'-0"	9'-0" - 10'-0"	9'-0" - 10'-0"	9'-0" - 10'-0"	8'-0" for Cottage Common, Detached Manor, & Tandem lots
2nd Floor Ceiling Height	8'-0" - 9'-0"	8'-0" - 9'-0"	8'-0" - 9'-0"	8'-0" - 9'-0"	8'-0" - 9'-0"	
Main Body St. facing gable	●	●	●	●	●	
Main Body Side facing gable	●	●	●	●	●	
<b>Roof type</b>						
Hip	●			●	●	
Gable	●	●	●	●	●	30'-0" Maximum span
<b>Roof</b>						
<b>Pitch - Main</b>						
2:12 - 4:12		●			●	
4:12 - 6:12		●				
6:12 - 8:12	●	●	●			
8:12 - 10:12	●		●	●		
10:12 - 14:12			●	●		
<b>Pitch - Porch</b>						
Flat	●			●	●	
2:12 - 4:12	●	●	●	●	●	
<b>Material</b>						
Metal - 5v	●	●	●	●		All front porch roof material to be metal
Metal - standing seam	●	●				
Dimensional shingle	●	●	●	●		
Clay					●	
<b>Eave</b>						
Closed Box Horizontal Soffit	●					
Closed Box Sloped Soffit		●	● see note	●		Permitted for Fl. Vernacular w/ horizontal siding or 5v mtl. roof
Open Rafter Tail - No Fascia		●	●	●	●	
Open Rafter Tail - Fascia		●	●	●		
<b>Overhang</b>						
	10" - 2'-0"	2'-0" - 3'-0"	2'-0" - 3'-0"	2'-0" - 3'-0"	8" - 3'-0"	No overhang with crown is acceptable for Spanish Colonial

**Architectural Style Matrix**

		Colonial Revival	Craftsman	Fl. Vernacular	Folk Victorian	Spanish Colonial	Notes
<b>Dormers</b>							
	Gable	●	●	●	●		Dormers are approved only in habitable space
	Shed		●	●	●		
	Doghouse (single window)	●		●	●		
<b>Wall Surface</b>							
<b>Main Body</b>							
	Board & Batten			●	●		
	Brick	●					
	Horizontal Siding	●	●	●	●		
	Shingle		●	●	●		
	Stucco	●	●			●	Stucco may be allowed on 1st floor only in Fl. Vernacular
<b>Appendages</b>							
	Board & Batten	●	●	●	●		
	Brick	●					
	Horizontal Siding	●	●	●	●		
	Shingle	●	●	●	●		
	Stucco	●	●	●		●	
<b>Porch</b>							
<b>Columns</b>							
	Square		●	●	●	●	columns may be chamfered
	Doric Square	●					
	Doric Round	●				●	
	Ionic, Corinthian Round	●				●	
	Tapered		●				
<b>Balusters</b>							
	Square	●	●	●	●		Max 3" apart
	Turned				●		Max 3" apart
	Solid Wall		●				
	Wrought Iron					●	
<b>Base</b>							
	Stucco					●	
	Stucco w/ Full Brick Edge	●	●	●	●		
	Wood Frame on Piers	●	●	●	●		
	Full Brick Stemwall	●	●	●	●		

**Architectural Style Matrix**

	Colonial Revival	Craftsman	Fl. Vernacular	Folk Victorian	Spanish Colonial	Notes
<b>Floor Surface</b>						
Concrete (stained, shell, salt)	●	●	●	●	●	Acrylic not allowed
Brick	●	●	●	●	●	Saltillo tile for Spanish Colonial
Wood	●	●	●	●		
<b>Windows</b>						
<b>Type</b>						
DH or SH (2 over 1)		●	●	●		Note: 1 over 1 is permitted with horizontal siding or 5v mtl. roof
DH or SH (2 over 2)	●		●	●		
DH or SH (3 over 1)		●	●	●		
DH or SH (6 over 1)	●					
Casement (3 Light)					●	
Casement (6 Light)					●	
<b>Shutters</b>						
Louvered	●	●	●			
Paneled	●			●		
Board		●	●	●	●	
<b>Doors</b>						
<b>Entry</b>						
2 Panel with Transom	●	●	●	●	●	Full Light French and Double Doors are not allowed as Entry
4 Panel with Transom	●		●	●		Upper panels may be glazing
6 Panel with Transom	●			●		
2 Panel with Transom w/ sl.	●	●		●		
4 Panel with Transom w/ sl.	●			●		
6 Panel with Transom w/ sl.	●					
<b>Personnel</b>						
French with Transom	●	●	●	●	●	
3/4 light with Transom	●	●	●	●	●	
1/2 light with Transom	●	●	●	●	●	
2 Panel	●	●	●	●	●	
4 Panel	●		●			
6 Panel	●					
<b>Garage</b>						
Carriage dr 16' x 7', 16' x 8'	●	●	●	●	●	
Carriage dr 9' x 7', 9' x 8'	●	●	●	●	●	

- Primary Selection
- Secondary and alternative selection

## DEVELOPMENT NOTES

Project Description: This community is a traditional neighborhood design, including a mixture of residential unit types, a neighborhood center, a regional trail and many civic spaces. The design includes TND development standards in the Planned Unit Development, including reduced building setbacks, porches, rear garages and alleyways, community open space and a focus on walkability. Oakland Park is connected by multiple streets and pathways to the surrounding neighborhoods in Winter Garden and Oakland.

### SITE DATA

	Wetlands and Waterbodies (acres)	Net Developable (acres)	Gross Acreage
City of Winter Garden	23.6	166.3	189.9

### FUTURE LAND USE AND ZONING

	Future Land Use	Current Zoning	Proposed Zoning
City of Winter Garden	SUB, LR	PUD	PUD

### DEVELOPMENT SUMMARY

Proposed - City of Winter Garden		
Land Use	Acres	Dwelling Units
Special Districts	8.6	
T4-O (Neighborhood General-Open)	2.2	610
T4-R (Neighborhood General-Restricted)	27.1	
T3 (Neighborhood Edge)	64.3	
T2 (Open Space)	50	
Retention		
Right of Way	37.7	
<i>Total</i>	<i>189.9</i>	

## DEVELOPMENT NOTES

### MAXIMUM RESIDENTIAL UNITS BY TYPE AND SIZE AT BUILDOUT

In order to insure diversity, each lot type will be limited to a maximum percent of the approved total number of units. The Gross Density of Oakland Park based on a maximum of 610 units on 189.9 acres is 3.21 DU/AC.

### PERMITTED USES BY RIGHT AND BY SPECIAL EXCEPTION

1 For specific single family lot products permitted in the T3 and T4-R districts refer to the Urban Standards section and each individual lot sheet

2 apartments in T4-R north of the West Orange Trail permitted by Special Exception; permitted by right South of the West Orange Trail.

P=Permitted SE=Special Exception

Housing Type	Maximum Percentages Allowed by Transect Zone			
	T-3	T-4R	T-4O	Total
Large House Lot <sup>1</sup>	22% or 134	8% or 50		30% or 184 <sup>1</sup>
Estate House Lot <sup>2</sup>	15% or 91			15% or 91 <sup>2</sup>
Lakefront House <sup>3</sup>	5% or 30			5% or 30 <sup>3</sup>
Manor Homes	3% or 18			3% or 18
Cottage Common Lots	7% or 45	4% or 25		11% or 70
Oakland Avenue Lots <sup>4</sup>	1% or 5			1% or 5 <sup>4</sup>
Tandem House Lot		12% or 73		12% or 73
House Lot	13% or 81	22% or 134		35% or 215
Live Work Units		5% or 30	1% or 6	6% or 36
Townhomes		15% or 91		15% or 91
Apartment House Lot		8% or 48	2% or 12	10% or 60

<sup>1</sup>Minimum Large House Lots required shall be 22% or 134.

<sup>2</sup>Minimum Estate House Lots required shall be 10% or 60.

<sup>3</sup>Minimum Lakefront House Lots required shall be 3% or 18.

<sup>4</sup>Minimum Oakland Avenue Lots shall be 5.

<sup>5</sup>Maximum number of single or multifamily housing units that can be built is 610 or 187 respectively.

	T2 District	T3 District	T4-R District	T4-O District	Union Club Special District	Meadowmarsh Special District	Lake Brim Special District
Single Family Detached Residential <sup>1</sup>		P	P			P	P
Attached two and three unit residences		P	P				
Townhomes with more than 3 attached units			P	P			
Apartments			P <sup>2</sup>	P	SE		
Live-work units			P	P			
Accessory residential units over garages		P	P	P			
Public parks, playgrounds and recreational facilities and related structures	P	P	P	P	P	P	
Schools				SE		SE	SE
Churches and other places of worship, parish houses			SE	P			
Kindergartens, nurseries and child day care facilities				P		SE	SE
Marinas and boat basins operated as private clubs					P		
Bed and Breakfast lodging facilities			SE	SE	P	P	SE
Governmental institutions and cultural facilities				P	P	P	
Medical and dental clinics, excluding animal clinics				SE			
Retail establishments				P	P		
Eating and drinking establishments				P	P	P	
Office, studios				P	P	P	
Financial Institutions				P			
Hotels				SE	SE		
Private clubs and lodges					P	P	
Personal services				P			
Public buildings				P			
Retail stores and shops of a neighborhood convenience, such as convenience foodstores, dry cleaning and laundry facilities, bakeries, drug and sundries, barbershops and beauty shops and the like.				P	SE		
Outdoor sales displays	P			P	P		
Agricultural uses including groves and gardens	P	P	P	P			
Filling or service stations							

# DEVELOPMENT NOTES

PUD Development Standards																				
Lot Type	Minimum Lot Width or Range	Square Foot Range <sup>13</sup>	Required Parking Spaces <sup>1</sup>	% Impervious <sup>17</sup>	Maximum Height <sup>1,2</sup>	Minimum Front Porch Setbacks <sup>13</sup>			Minimum Primary Structure Setbacks <sup>13</sup>							Minimum Garage Setbacks <sup>7, 13</sup>				
						Front	Side	Side Street	Front <sup>2,11</sup>	Rear <sup>3</sup>	Side <sup>4</sup>		Side Street	Building Separation		PD Perimeter <sup>10</sup>	Front <sup>5</sup>	Rear <sup>6</sup>	Side	Side Street
											T3	T4		T3	T4					
Manor House Lot Attached	35'	1000-3800	2	80%	35'	5'	5'	N/A	12' - 25'	5'/15'	5'	5'	N/A	10'	10'	20'	N/A	5' or >20'	3'	5'
Manor House Lot Detached	35' to 40'	1000-3800	2	80%	35'	5'	5'	N/A	12' - 25'	5'/15'	5'	5'	5'	10'	10'	20'	N/A	5' or >20'	3'	5'
Tandem House Lot	55' - 60'	800-2000	2	80%	35'	5'	5'	5'	12'	5'	5'	5'	5'	10'	10'	20'	10' N/A	5'	5'	5'
House Lot	40' to 50'	1,000-2800	3	80%	35'	5'	5'	N/A	12' - 25'	5'/15'	7.5'/7.5' or 5'/10'	5'	N/A	15'	10'	20'	N/A	5' or >20'	3'	5'
Large House Lot	50' to 65'	1400-4000	3	70%	40'	5'	5'	5'	12' - 25'	5'/15'	7.5'/7.5' or 5'/10'	5'	5'	15'	10'	20'	N/A	5' or >20'	3'	5'
Estate House Lot	65'	2000-6500	3	60%	40'	5'	5'	5'	12' - 25'	5'/15'	7.5'/7.5' or 5'/10'	N/A	10'	15'	N/A	20'	N/A	5' or >20'	5'	10'
Oakland Avenue Lot	90'	2400-7600	3	40%	40'	35'	7.5'	5'	50'	5'/15'	7.5'/7.5' or 5'/10'	NA	10'	15'	N/A	20'	N/A	5' or >20'	5'	10'
Lakefront Home Lot	50'	2000-6500	3	70%	40'	5'	5'	N/A	12' - 25'	15'	7.5'/7.5' or 5'/10'	N/A	N/A	15'	N/A	20'	N/A	10'	5'	N/A
Cottage Common Lot <sup>8</sup>	N/A	800-2400	1.5	50%	30'	5'	6'	5'	12'	15'	15'	15'	15'	15'	15'	20'	10'	10'	10'	10'
Townhome Lot	18'	1,000-3800	2	90%	40'	0'	0'	5'	5'	5'	N/A	0' <sup>12</sup>	5'	N/A	15' <sup>16</sup>	20'	N/A	5'	0 or 5'	5'
Live/Work Lot	18'	1000-3800	3	90%	40'	0'	0'	5'	5'	5'	N/A	5' <sup>12</sup>	5'	N/A	15' <sup>16</sup>	20'	N/A	5'	5'	5'
Apartment House Lot	40'	450 - 800 <sup>14</sup>	1 - 2 <sup>15</sup>	90%	40'	5'	7.5'	5'	10'	10'	N/A	7.5'	5'	N/A	15'	20'	N/A	5'	5'	5'
Retail Building Lot	20'	N/A		100%	40'	0'	0'	0'	0'	10' 0'	N/A	0'	0'	N/A	0'	20'	N/A	5'	5'	5'

<sup>1</sup>The maximum building height shall be measured from the midpoint of a line connecting the front and rear property lines drawn diagonally from opposing corners, to the peak of the roof, exclusive of chimneys and cupolas.

<sup>2</sup>The maximum front yard setback to the front primary building façade for a Manor House, House Lot, Large House Lot, or Estate House Lot shall be 25'.

<sup>3</sup>5'/15' denotes 5' if alley loaded; 15' for standard lots.

<sup>4</sup>Guest parking is not included except in the case of the Cottage Common Lot.

<sup>5</sup>Garages are either alley-loaded or when front loaded located at the rear of the lot, behind the primary structure. Lakefront lots face the lake, so the garage will in these instances be at the front of the lot nearest the street.

<sup>6</sup>5' or >20' requires the garage to be setback 5' from the rear lot line or more than 20', but not between 5' and 20'.

<sup>7</sup>Granny flats are permitted as a second floor use above the garages.

<sup>8</sup>Cottages are in a condominium-style ownership and therefore setbacks listed are to the perimeter of the parcel.

<sup>9</sup>Maximum building height for garages is 25' to peak of roof; in no case shall height of garage exceed height of primary structure.

<sup>10</sup>Garage setback from the PD perimeter is a minimum of 10' if one story in height.

<sup>11</sup>The maximum front yard setback of homes on lots fronting the West Orange Trail may be up to 35 feet from the adjacent trail right-of-way.

<sup>12</sup>Primary Structure side setback shall be 0' if the adjacent lot is a live/work or townhouse lot; neighboring units shall be designed to allow zero lot line construction. In all other instances side setbacks shall be consistent with City Code or a minimum of 7.5', which ever is greater.

<sup>13</sup>Where a building envelope diagram has been filed with the plat, setbacks shown on the building envelope diagram shall prevail.

<sup>14</sup>Minimum apartment square footages are governed by bedrooms; studio apartment 450SF, 1 bedroom apartment 550SF, 2 bedroom apartment 650 SF, three bedroom and larger 800SF.

<sup>15</sup>Apartment parking required is governed by bedrooms; studio apartment 1 space, 1 bedroom 1.5 spaces; 2 bedroom and larger 2 spaces.

<sup>16</sup>Building separation for Townhome and Live/Work Lots shall be consistent with City Code for townhome building separation.

<sup>17</sup>Maximum allowable percent impervious standards will be required to conform to SJRWMD permit requirements. This condition will be confirmed by the founder with the submission of each preliminary plat.

<sup>18</sup>For lot types with minimum living area square footages of less than 2,000 square feet, no more than 10% of the allowable number of lots of that type will be permitted to have a house less than 110% of the minimum living area square footage.

## DEVELOPMENT NOTES

### GENERAL DEVELOPMENT NOTES

1. **Phasing.** A phasing plan is included with this submittal on page 61. The phasing plan identifies all phases, including those currently under construction. The applicant reserves the right to modify proposed future phases based on future demand. In no case will a phase be proposed that cannot along with previous phases stand alone as an independent project.
2. **Common Open Space.** Common open space may include community recreation, parks, wetlands, water bodies, upland buffers, retention, and landscape buffers. There will be in excess of 45 acres of common open space in Oakland Park. No more than 50 percent of the required open space may be retention. Detailed open space calculations will be provided with the subdivision plan. Common and recreation open space will be owned and maintained by either the Home Owners' Association or a Community Development District. The applicant reserves the right to form a community development district.
3. **Recreation Open Space.** Usable recreation and open space may include community parks, neighborhood parks, community clubhouses, active recreation, passive recreation, trails, marina, community recreation/athletic facilities and associated facilities. There will be in excess of 45 acres of usable recreation and open space in Oakland Park.
4. **Street Trees and Landscaping.** Street trees will be an integral part of the landscape of Oakland Park. They will be permitted to occur in the street right of-way, as long as they do not conflict with underground utilities. Oakland Park shall provide the quantity, size, and type of landscape required by the controlling jurisdiction.
5. **Pedestrian Circulation.** Oakland Park will include minimum 5' sidewalks along sides of all streets with the exception of Rear Lanes. There will be 5' sidewalks adjacent to the West Orange Trail, only when fronted by residential lots. The West Orange Trail, accommodating users from all over the region, transverses the development and there will be an 8' internal trail beginning in the neighborhood center and looping through the development. Please see the street cross sections for details on sidewalk locations.
6. **Stormwater Management.** Stormwater management will be provided consistent with the requirements of the St. Johns River Water Management District Master stormwater facilities will be designed to provide the pre-post difference for the 25 year/24 hour storm event for the developed site and will meet the requirements of the Lake Apopka Rule.
7. **Sanitary Sewer and Potable Water.** Potable water, central sewer, and reuse water will be provided by the City of Winter Garden.
8. **Vehicular Circulation.** A street network plan and street types are identified on the Land Use and Regulating Plan.
9. **School Capacity Analysis.** The Applicant has executed a Capacity Reservation Agreement with Orange County Public Schools (OCPS) for 750 dwelling units.
10. **Solid Waste.** Solid waste services will be provided by the City of Winter Garden.
11. **Parking Requirements.** All uses in Oakland Park shall meet the City of Winter Garden's parking requirements found in Section 118-1386 except that on street parking can be counted as available spaces for non residential uses when within a convenient walking distance.

A parking plan will be submitted prior to or concurrently with a pre-plat submittal providing required parking per PUD Development Standards chart on page 58. The Parking Plan will show available onsite and on street parking. Up to one space per unit may be on street with the exception of the Cottage Common Lots. If a lot also includes a "Granny Flat" by definition that lot will be required to have one additional space on site. Every single-family lot will be required to accommodate a garage or carport whether built during initial construction or not. Every front-loaded home will be required to have a garage or carport.

## DEVELOPMENT NOTES

### GENERAL DEVELOPMENT NOTES

12. **Granny Flats.** In Winter Garden up to 35% of the residential units in each phase will be permitted to have "granny flats." "Granny Flats" will be limited to one floor above the garage not to exceed 800 square feet. To be classified as a "Granny Flat" the unit must meet all of the following conditions:
  - "Granny Flats" have an entry that is discrete and separate from the primary house, providing private access to the "granny flat"
  - "Granny Flats" are metered separately from the primary house
  - "Granny Flats" have a separate full service kitchen
  - A "Granny Flat" can be rented only if the owner lives in the primary house.
13. **Union Club.** The Union Club is the Oakland Park community recreation facility located on Lake Apopka. It will include a swimming pool, tennis court, and children's playground.
14. **Meadowmarsh Park.** Meadowmarsh Park is the community recreation facility South of the West Orange Trail, opposite Lake Brim. It will include a swimming pool and children's playground.
15. **Applicability.** This amendment to the Oakland Park PUD shall supercede the Oakland Park PUD in affect at the time of adoption and shall apply to the entire development without exception .

FLOODPLAIN and PHASING

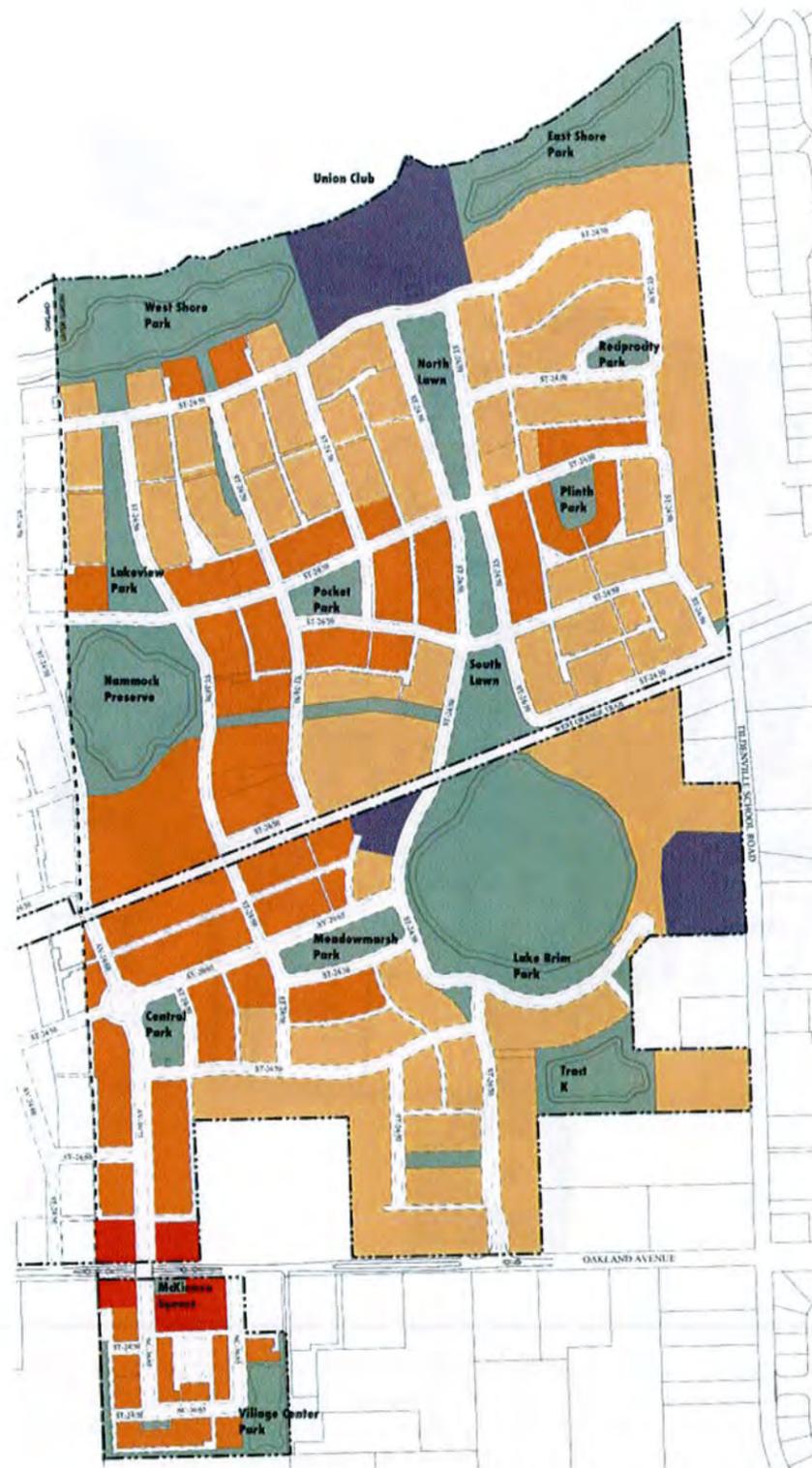


— Floodplain Line



**Phasing.** The phasing plan identifies potential phases, including those constructed or currently under construction. The applicant reserves the right to modify proposed future phases based on future demand. In no case will a phase be proposed that cannot along with previous phases stand alone as an independent project.

## COMMUNITY OPEN SPACE



The community will provide a minimum of five (5) percent of the gross site acreage as usable recreation/open space (189.9 acres x .05 = 9.5 acres) and a minimum of twenty (20) percent of the gross site acreage as common open space (189.9 x .20 = 38.0 acres). The proposed development will exceed the minimum requirements for usable recreation/open space and common open space in the City of Winter Garden.

Usable recreation and open space may include community parks, neighborhood parks, active recreation, passive recreation, trails, community recreation/athletic facilities and associated facilities. There will be in excess of 25 acres of usable recreation and open space in Oakland Park.

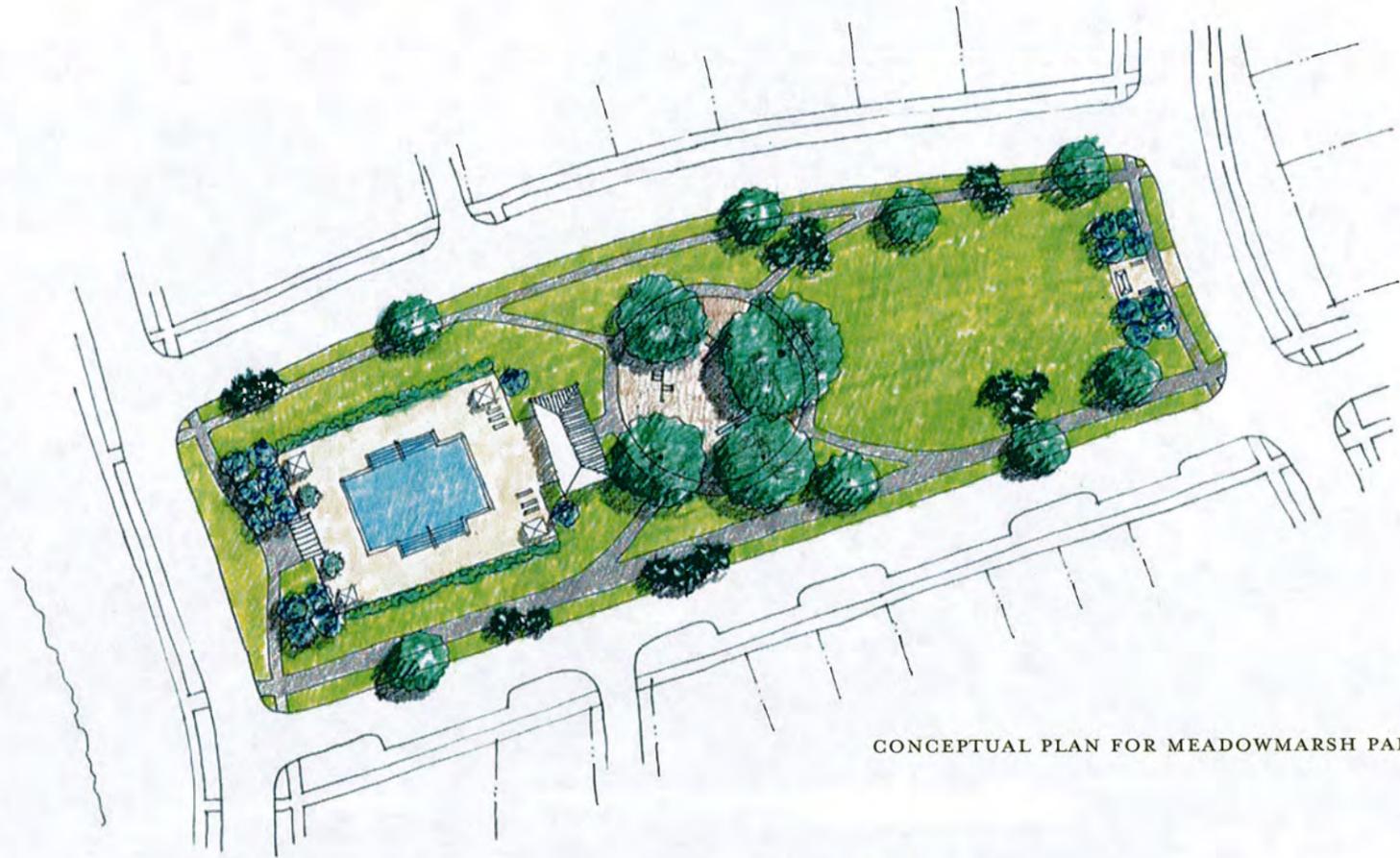
Common open space may include community recreation, parks, wetlands, water bodies, upland buffers, retention, and landscape buffers. There will be in excess of 45 acres of common open space in Oakland Park. No more than 50 percent of the required open space may be retention. Detailed open space calculations will be provided with each subdivision plan. Common and recreation open space will be owned and maintained by the Home Owners' Association. All ponds will have a drainage easement to the City. The Oakland Park Parks and Open Space Inventory identifies the proposed parks and community open space that will be provided. The acreages are estimates and may have minor variances as a result of final engineering, subject to compliance with provision of a minimum 20 percent Common Open Space (38.0 +/- acres) and a minimum five (5) percent of usable recreation area

	Current or Proposed Name	Phase	Park Facility	Dry Retention	Lake or Wet Retention	Total
1	Union Club	6	5.5			5.5
2	Tract K	1A	1.2		0.7	1.9
3	Pocket Park	4	0.8			0.8
4	North Lawn	1A	1.8			1.8
5	South Lawn	2	2.6			2.6
6	Lake Brim	1A	1.9		10.3	12.2
7	Central Park	3	0.7			0.7
8	Meadowmarsh Park	1B1	1.2			1.2
9	Median Parks	various	0.5			0.5
10	Hammock Preserve	7	1.6		3.8	5.4
11	Village Center Park	9	0.4		0.7	1.1
12	McKinnon Square	9	0.2			0.2
13	Lakeview Park	7	1.6			1.6
14	Plinth Park	2	0.6			0.6
15	Reciprocity Park	1A	0.5			0.5
16	East Shore Park	1A	2.9	2.9		5.8
17	West Shore Park	4	3.9		3.8	7.6
			27.8	2.9	19.3	50.0

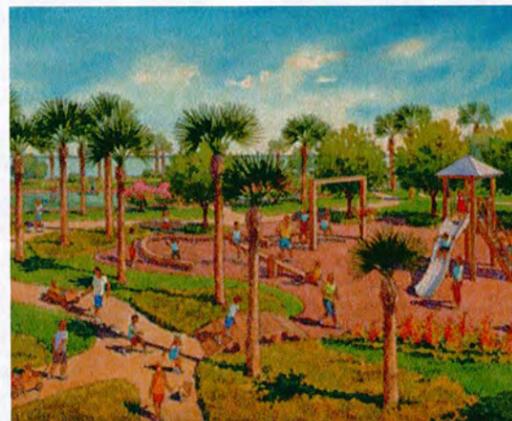
## AMENITY

The Open Space Plan for Oakland Park includes a diversity of amenities for the benefit of the community. Completion of the first phase of construction included completion of East Shore Park, Lake Brim Park and the majority of the North Lawn. All three parks are actively used by residents of Oakland Park and the surrounding community. This includes residents of nearby subdivisions that were built without usable open space.

To insure that the provision of parks and facilities keeps pace with development of the community as phases are developed the associated parks within that phase will be substantially complete prior to the issuance of the building permit for over 50% of the units to be constructed in that phase. The adjacent sketches show the current conceptual plan for Meadowmarsh Park and the amenities for the Union Club. Each will contain a swimming pool. The pool in Meadowmarsh Park will be constructed as part of Phase 1B1. The pool in the Union Club will be constructed as the Meadowmarsh Park pool reaches design capacity.



CONCEPTUAL PLAN FOR MEADOWMARSH PARK



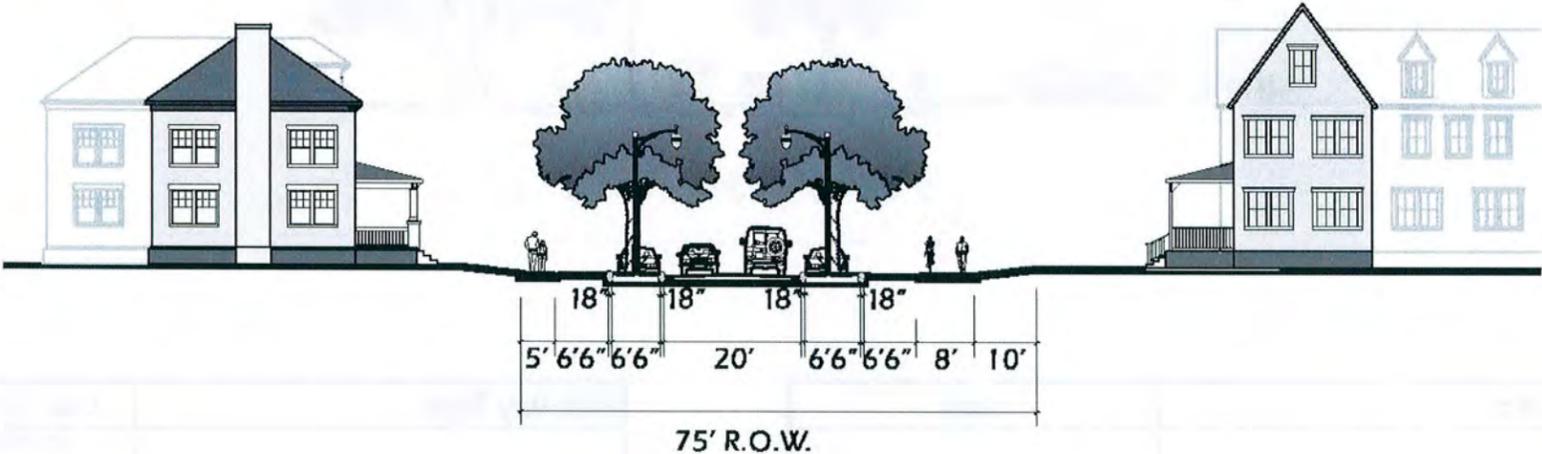
CONCEPTUAL ILLUSTRATIONS OF UNION CLUB AMENITIES



# STREET NETWORK PLAN

The Street Network Plan includes a variety of Avenues, Streets, and Lanes. These are identified on the Land Use and Regulating Plan, page 15 and full size in rear pocket. Rear lanes shown on the Land Use and Regulating Plan may in some cases be eliminated and those lots front loaded.

## AVENUE 'A' (AV-20/75)

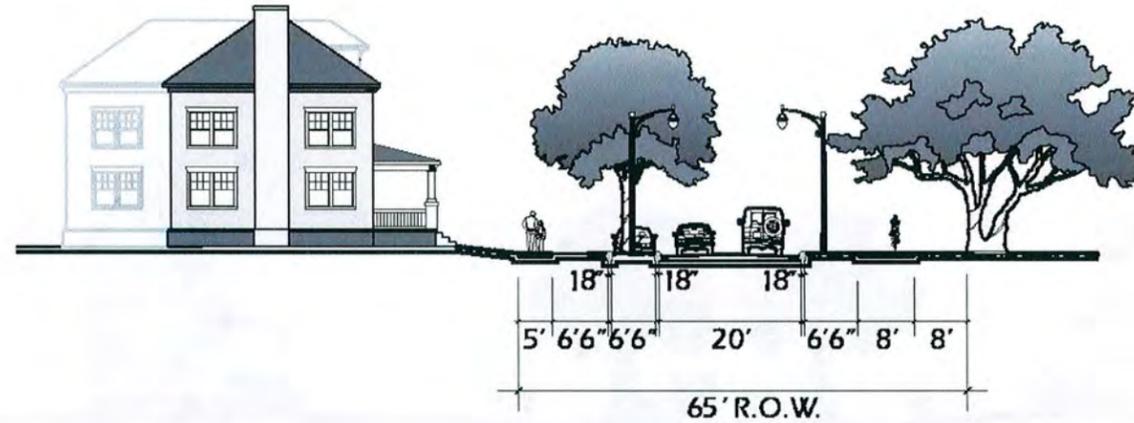


<b>Movement</b>	Slow
<b>Design Speed</b>	25
<b>R.O.W. Width</b>	75'
<b>Pavement Width</b>	20'
<b>Traffic Flow</b>	Two-way
<b>Number of Parking Lanes</b>	Two sides protected with bulb-outs
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	Bike Path (one side)
<b>Bikeway Width</b>	8' (shared with pedestrians)
<b>Sidewalks</b>	One Side
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6" - 14'6"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

## STREET NETWORK PLAN

### AVENUE 'B' (AV-20/65)

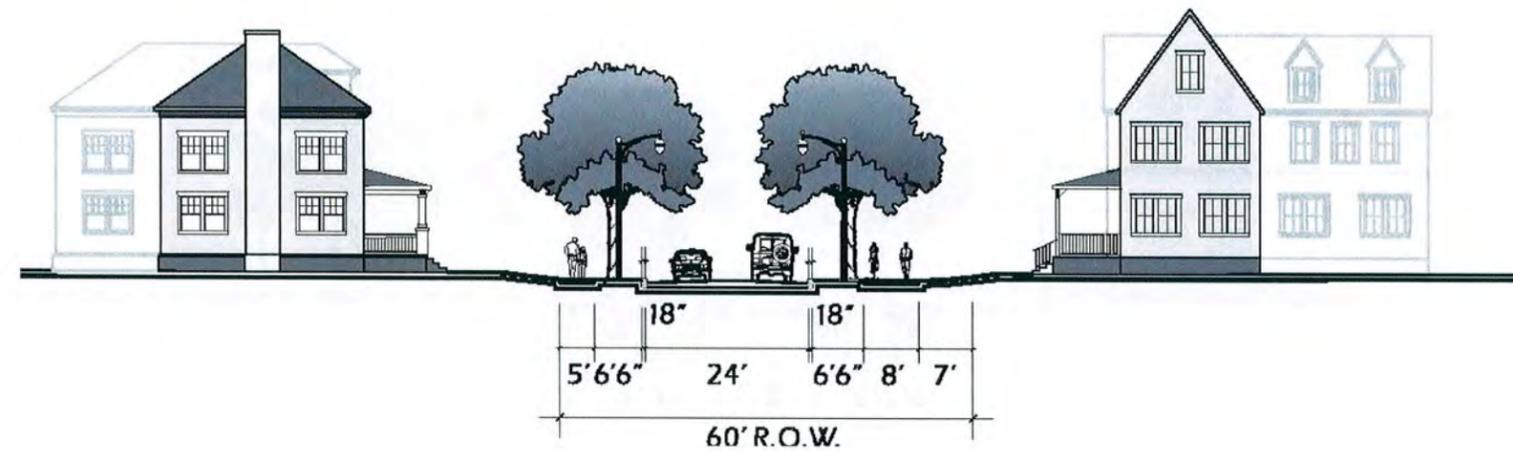


<b>Movement</b>	Slow
<b>Design Speed</b>	25
<b>R.O.W. Width</b>	65'
<b>Pavement Width</b>	20'
<b>Traffic Flow</b>	Two-way
<b>Number of Parking Lanes</b>	One side protected with bulb-outs
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	Bike Path (one side)
<b>Bikeway Width</b>	8' (shared with pedestrians)
<b>Sidewalks</b>	One Side
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6" - 14'6"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

## STREET NETWORK PLAN

### AVENUE 'C' (AV-24/60)

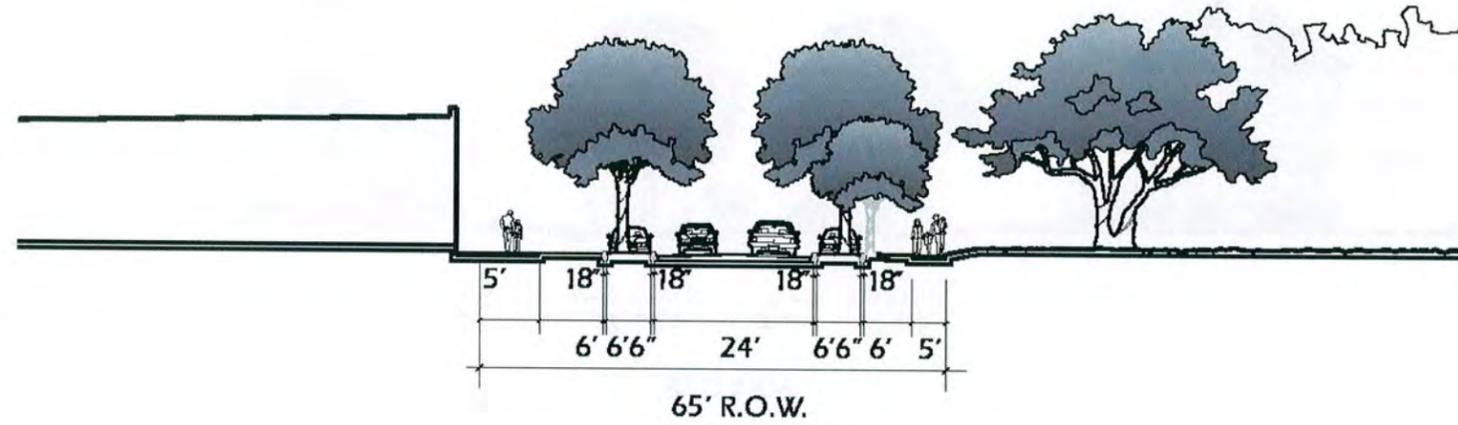


<b>Movement</b>	Slow
<b>Design Speed</b>	25
<b>R.O.W. Width</b>	60'
<b>Pavement Width</b>	24'
<b>Traffic Flow</b>	Two-way
<b>Number of Parking Lanes</b>	None. Parking allowed one side.
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	Bike Path (one side)
<b>Bikeway Width</b>	8' (shared with pedestrians)
<b>Sidewalks</b>	One Side
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

# STREET NETWORK PLAN

## NEIGHBORHOOD CENTER STREET (NC-24/65)

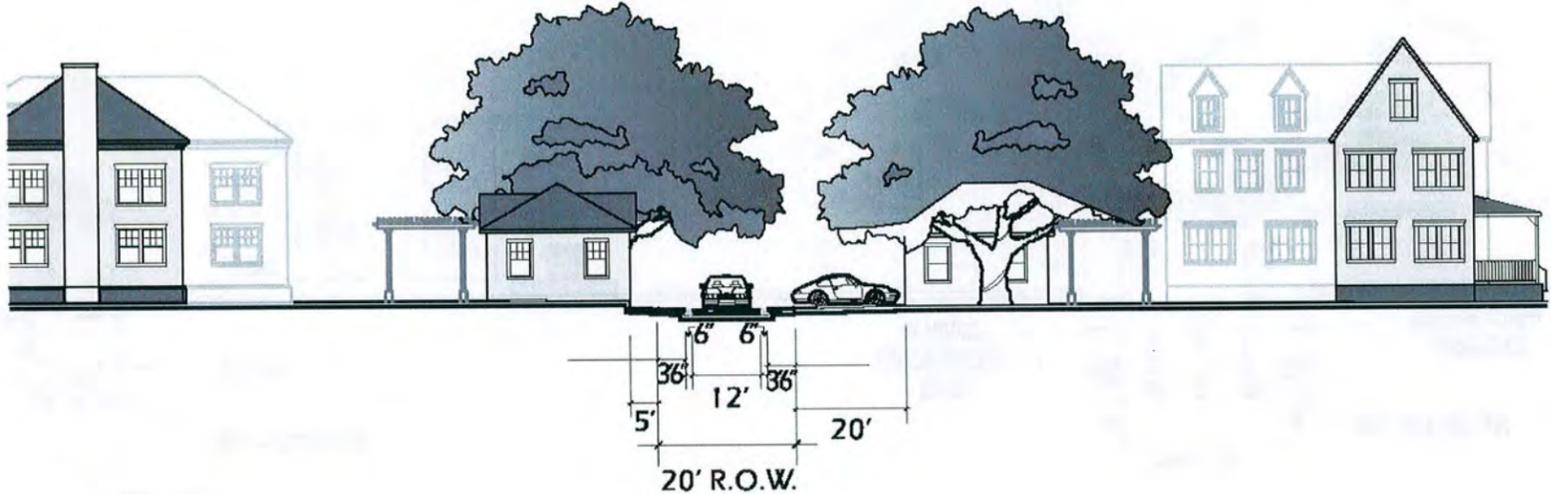


<b>Movement</b>	Slow
<b>Design Speed</b>	5
<b>R.O.W. Width</b>	65'
<b>Pavement Width</b>	24'
<b>Traffic Flow</b>	Two-way
<b>Number of Parking Lanes</b>	Two sides protected with bulb-outs
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	N/A
<b>Bikeway Width</b>	N/A
<b>Sidewalks</b>	Each Side
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6" -14'0"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

# STREET NETWORK PLAN

## REAR LANE (RL-12/20)\*\*\*



<b>Movement</b>	Slow
<b>Design Speed</b>	10
<b>R.O.W. Width</b>	20'
<b>Pavement Width</b>	12'
<b>Traffic Flow</b>	One-way
<b>Number of Parking Lanes</b>	N/A
<b>Curb Types</b>	6" Ribbon Curb if asphalt
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	N/A
<b>Bikeway Width</b>	N/A
<b>Sidewalks</b>	N/A
<b>Sidewalk Width</b>	N/A
<b>Planter Width</b>	N/A
<b>Planter Type</b>	N/A
<b>Planting Pattern</b>	N/A
<b>Tree Type</b>	N/A

\*\*\*Rear Lanes will be in a tract owned by the HOA

# STREET NETWORK PLAN

## STREET (ST-24/50) WITH ALLEY



<b>Movement</b>	Slow
<b>Design Speed</b>	25
<b>R.O.W. Width</b>	50'*
<b>Pavement Width</b>	24'**
<b>Traffic Flow</b>	Two-way
<b>Number of Parking Lanes</b>	None. Parking allowed one side.
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

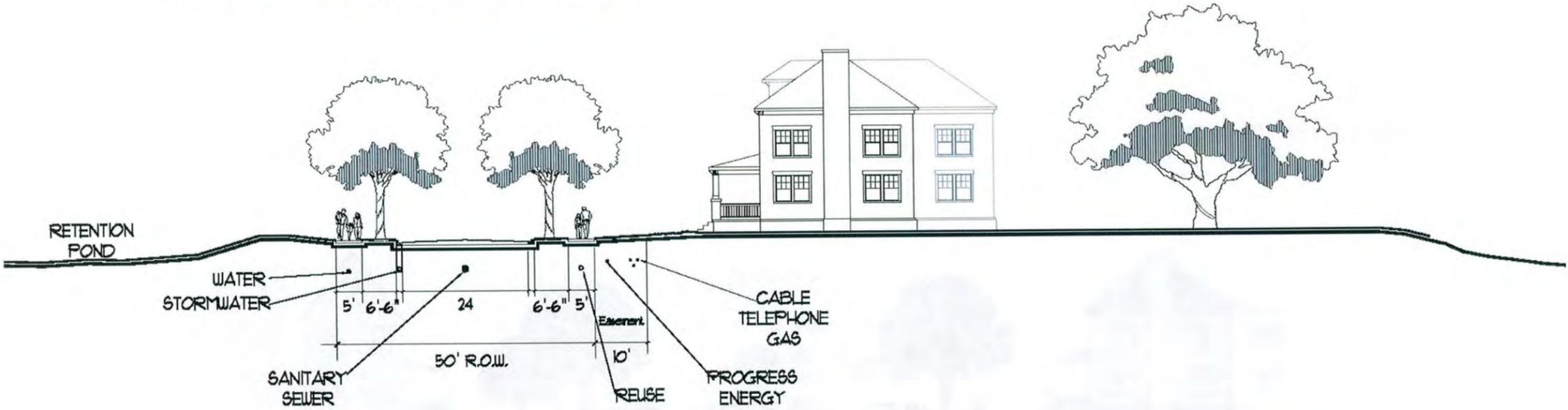
\* 40' right-of-way width if one way

\*\* 16' pavement width if one way

<b>Bikeway Type</b>	N/A
<b>Bikeway Width</b>	N/A
<b>Sidewalks</b>	Each Side
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

# STREET NETWORK PLAN

## STREET (ST-24/50) WITHOUT ALLEY



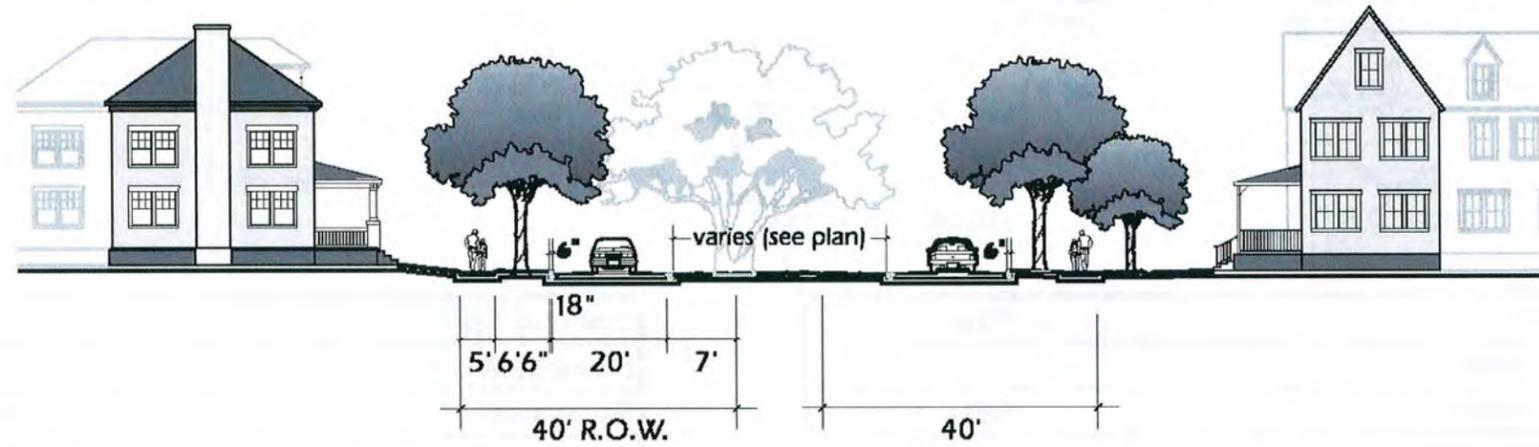
<b>Movement</b>	Slow
<b>Design Speed</b>	25
<b>R.O.W. Width</b>	50'*
<b>Pavement Width</b>	24'**
<b>Traffic Flow</b>	Two-way
<b>Number of Parking Lanes</b>	None. Parking allowed one side.
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	N/A
<b>Bikeway Width</b>	N/A
<b>Sidewalks</b>	Each Side
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

\* 40' right-of-way width if one way  
 \*\* 16' pavement width if one way

# STREET NETWORK PLAN

## STREET (ST-20/40)

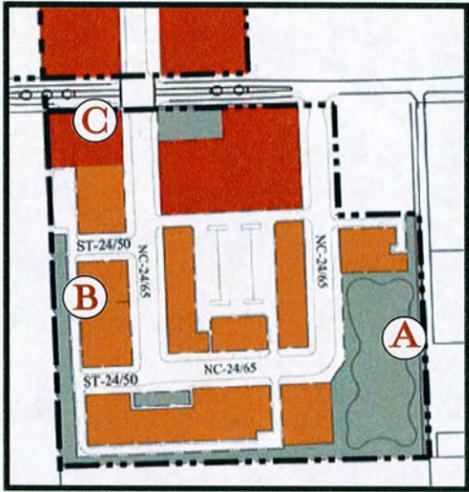
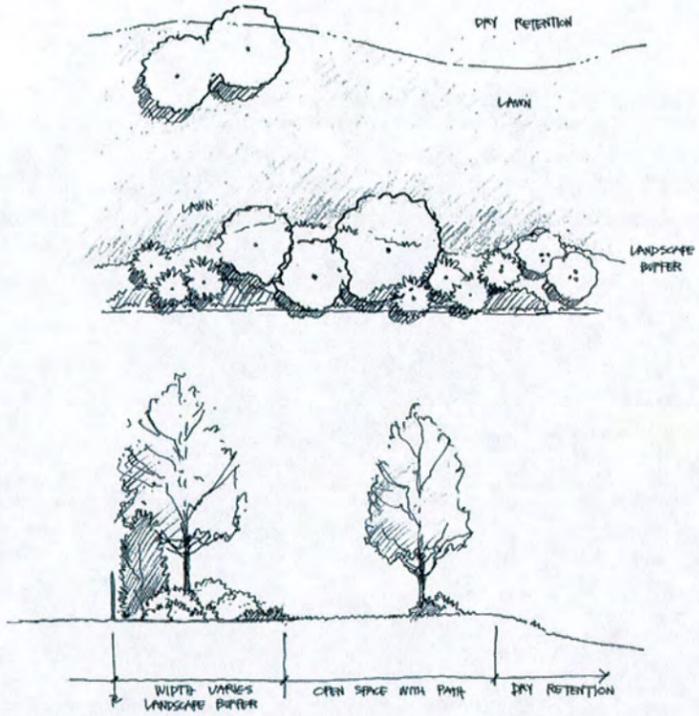


<b>Movement</b>	Slow
<b>Design Speed</b>	25
<b>R.O.W. Width</b>	40'
<b>Pavement Width</b>	20'
<b>Traffic Flow</b>	One-way
<b>Number of Parking Lanes</b>	Parking allowed one side
<b>Curb Types</b>	6" vertical curb with 12" gutter
<b>Curb Radius</b>	15'

<b>Bikeway Type</b>	N/A
<b>Bikeway Width</b>	N/A
<b>Sidewalks</b>	Outside only (trail within park)
<b>Sidewalk Width</b>	5'
<b>Planter Width</b>	6'6"
<b>Planter Type</b>	Continuous Grass or Groundcover
<b>Planting Pattern</b>	Informal Spacing
<b>Tree Type</b>	Predominant Live Oaks, with others

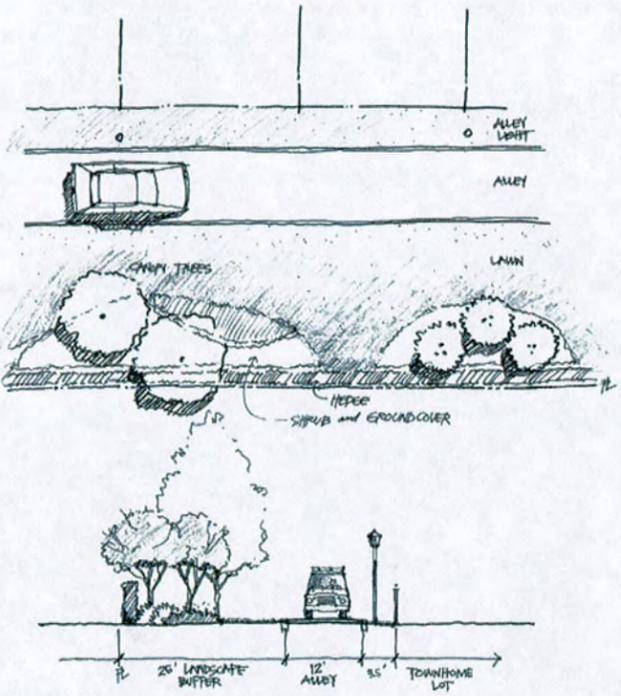
# VILLAGE CENTER BUFFER COMMITMENTS

## A. ADJACENT BUFFER

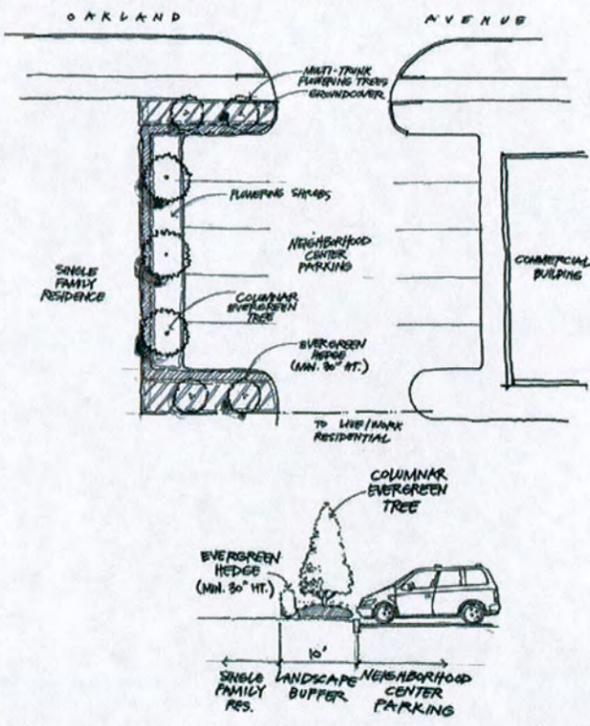


VILLAGE CENTER KEY PLAN

## B. WEST BUFFER



## C. VILLAGE CENTER BUFFER



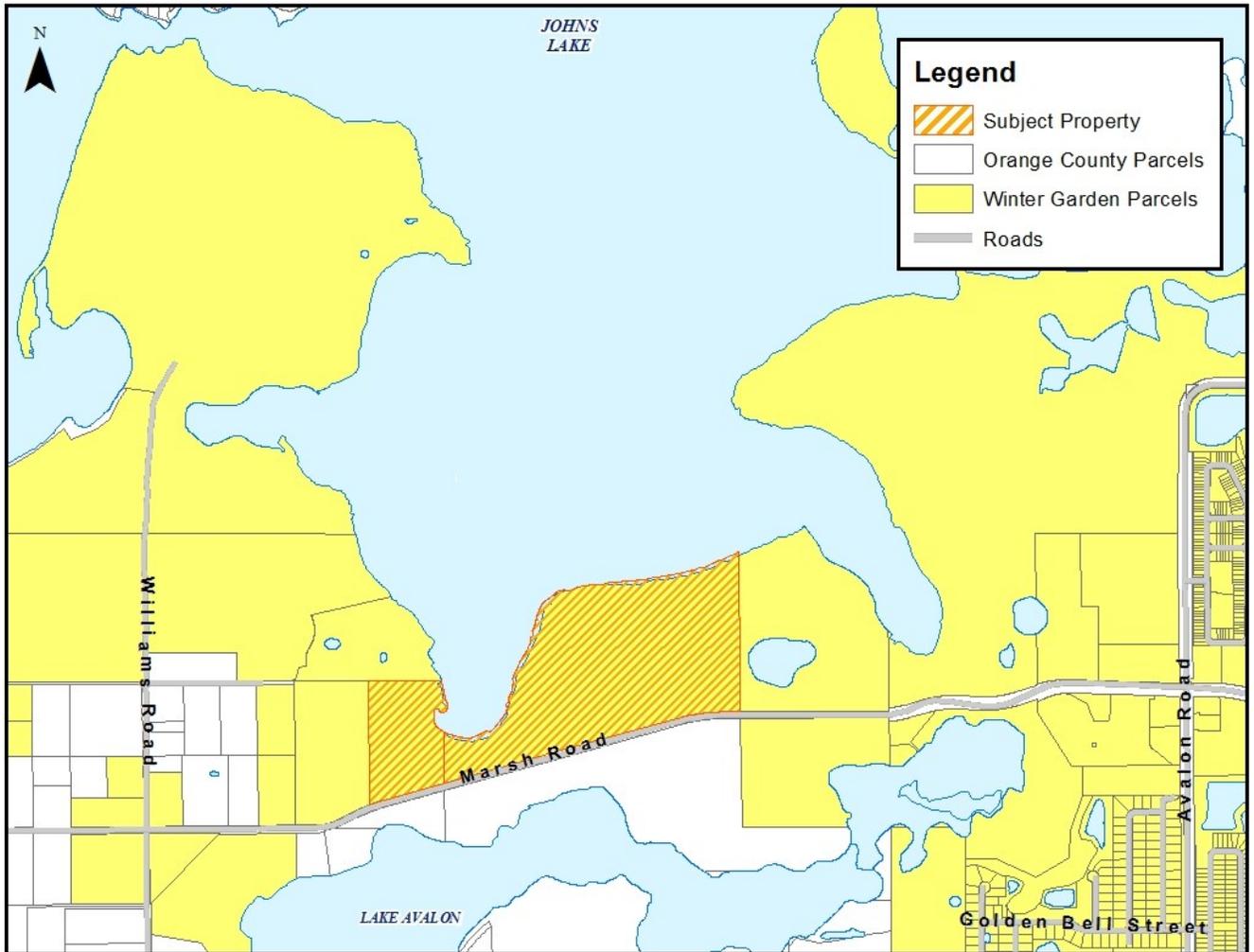




# LOCATION MAP

Ordinance 11-35

Marsh Road - 75.94 Acres  
Waterside on Johns Lake - PUD



ORDINANCE 11-35

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 75.94 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF MARSH ROAD, EAST OF WILLIAMS ROAD AND WEST OF AVALON ROAD (CR 545) AT 16851 AND 17001 MARSH ROAD, FROM CITY NZ TO CITY PUD; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Waterside on John's Lake PUD)

**WHEREAS**, the Owner(s) of real property generally described as approximately 75.94 ± acres of certain real property generally located on the north side of Marsh Road, east of Williams Road and west of Avalon Road (CR 545) at 16851 and 17001 Marsh Road in Winter Garden, Florida, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), desire to rezone their property from City NZ to City PUD, and

**WHEREAS**, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the adoption of this Ordinance and the proposed development of the Property is consistent with the City of Winter Garden Comprehensive Plan, the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden, and the City of Winter Garden Code of Ordinances, and

**WHEREAS**, in order to address school capacity, the Owner(s) of the Property are in the process of obtaining approval from the School Board of Orange County, Florida with respect to a transfer for school capacity credits available under certain existing Capacity Enhancement Agreements, and such approval is anticipated to be obtained by December 13, 2011, therefore;

**BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION 1: Rezoning.** After due notice and public hearing, the zoning classification of the Property, as described in Exhibit "A" attached hereto, is hereby rezoned from City NZ to City PUD in the City of Winter Garden, Florida subject to the following conditions, provisions and restrictions:

- a. **Conceptual Plan-** All development on the Property must substantially conform to the requirements identified in the Waterside on John's Lake Planned Unit Development Preliminary Plan attached hereto as Exhibit "B." Should any conflict be found between this Ordinance and the Waterside on John's Lake Planned Unit Development Preliminary Plan attached hereto as

Exhibit “B”, then the standards and conditions established by this Ordinance shall control.

- b. Zoning-** Unless specifically noted elsewhere in Exhibit “B” attached hereto, all residential development on the Property must comply with the general zoning requirements of the R-1 Single Family Residential District for any structures, including but not limited to swimming pools, screen rooms, accessory structures and buildings, that are developed on the Property.
- c. JPA-** Unless specifically noted elsewhere in Exhibit “B” attached hereto, all development of the Property must conform to the requirements of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden dated January 24, 2007.
- d. Design Criteria/Architectural Standards-**
  - 1. Lot Size-** Minimum lot width shall be 70 feet for internal lots and 90 feet for all lakefront lots.
  - 2. Building Height-** Maximum building height shall be 35 feet.
  - 3. Minimum Living Area-** Minimum living area for each residential unit shall be 2,000 square feet.
  - 4. Signage-** All signage shall be reviewed and permitted by the City of Winter Garden. All proposed signage, with the exception of street and traffic signs, shall be submitted for review and approval as part of the Development Agreement for the Property.
- 5. Setbacks and Required Yards-**
  - 90 foot wide lots: side yard setback shall be no less than 7.5 feet; rear yard setback shall be no less 30 feet for all lake front lots and no less than 20 feet with the exception of lakefront lots which shall maintain a 30 foot rear yard setback; and front yard setback shall be no less than 25 feet with the exception of homes with 5 foot recessed garage or side loaded garage which shall maintain a 20 foot front yard setback. Any landscaping or fencing installed within the 7.5 foot side yard setback shall be designed and constructed so as not to interfere with any easement function.
  - 70 foot wide lots: side yard setbacks shall be no less than 5 feet and shall be unobstructed by any mechanical equipment including, but not limited to, AC units, pool equipment, water

filtration systems, gas tanks, propane tanks, and any other utility or service equipment; rear yard setback shall be no less than 20 feet; and front yard setback shall be no less than 25 feet with the exception of homes with 5 foot recessed garage or side loaded garage which shall maintain a 20 foot front yard setback. Any landscaping or fencing installed within the 5 foot side yard setback shall be designed and constructed so as not to interfere with any easement function.

## **6. Common Recreation and Open Space-**

The Property is located within the Resource Protection Overlay, and in compliance with the City of Winter Garden Comprehensive Plan Future Land Use Element Policies 1-3.1.7 and 1-3.1.8 will provide no less than 25% Wekiva Study Area Open Space.

To the greatest extent possible, 5% of the developable area of the Property shall be set aside for active, dry-land recreational use. In the event that this requirement cannot be met wholly or in part, then a financial contribution in accordance with Chapter 110, Article V, Division 2 of the City Code of Ordinances shall be made to the City Recreation Fund to fulfill the requirement.

### **e. Staff Conditions-** All development on the Property must comply with the following conditions:

- 1.** The Property will be constructed in two (2) phases of development with approximately 86 lots in each phase. The main entrance will be constructed with the first phase of development; the second access point located on the east side of the Property shown on Exhibit "B" will be a gated exit-only point for resident use and will be used as temporary construction access. Roadway improvements for access to the Property from Marsh Road, including turn lanes and roundabout, are the responsibility of the Owner. The design requirements of the roundabout are subject to review and approval of the City Engineer.
- 2.** Extension of utility lines to proposed or existing stub-outs near the intersection of Marsh Road and Avalon Road will be at the developer's expense.
- 3.** A master utilities analysis is required to be provided to the City for review prior to approval of preliminary plat and may include an upsizing agreement with the City.
- 4.** All streets within the Property will be private and will be maintained by

the Homeowner's Association.

5. Permits or exemptions are required from SJRWMD (stormwater) and FDEP (water, wastewater, NPDES) prior to construction.
6. Fifty (50) percent of all required water and sewer impact fees shall be paid prior to City execution of FDEP permits and issuance of building permits. Provide flow calculations for Utility Department verification of impact fees. Final plans will not be approved for construction until utility impact fees have been paid and FDEP permits have been issued.
7. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
8. No fill or runoff will be allowed to discharge onto adjacent properties without the necessary easements; existing drainage patterns shall not be altered. Provide erosion control plan prior to issuance of building permit. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 – Stormwater of the City of Winter Garden Code of Ordinances.
9. Once the plans are approved, a preconstruction meeting is required prior to any commencement of construction. The applicant shall pay all engineering review and inspection fees at the preconstruction meeting prior to construction. Provide certified engineer's cost estimate or executed construction contract as basis of inspection fees (2.25%).
10. The City of Winter Garden is not authorizing or approving drainage discharges onto private property or property owned or controlled by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Maintenance of on-site or off-site drainage improvements will be

11. Providing positive drainage within the site is the responsibility of the Design Engineer. The City will not maintain any portion of the on-site drainage systems or parking lot(s).
12. If approval is granted by the City of Winter Garden, it does not grant authority to enter, construct or otherwise alter the property of others, nor does it waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
13. Boat docks, piers, and any other shoreline improvements are subject to the approval and permitting processes of the City of Winter Garden and the Florida Department of Environmental Protection. All lakefront lots are not guaranteed boat docks, piers, or any other shoreline improvements, each lakefront lot will be reviewed individually based on lot configuration and other physical characteristics.
14. Buffer area provided along eastern property boundary shall be consistent with the Wekiva Protection Act. Required setbacks from Karst feature located east of the Property shall not be encroached upon and shall be maintained in compliance with the Wekiva Protection Act and the City of Winter Garden Comprehensive Plan.

## **SECTION 2:** *General Requirements.*

- a. **Development Agreement-** A Development Agreement must be approved and recorded prior to approval of Preliminary Plat of the Property. The Development Agreement shall include, but is not limited to, project phasing, utilities, right-of-way, transportation/roadway system, design standards, impact fees, recreation fund contribution, stormwater, signage, and schools.
- b. **Stand Alone Clause-** Each phase of development of the Property must operate as an individual unit in that each particular phase will be able to stand-alone in the event that no other phase is developed.
- c. **Land Development Approvals and Permits-** This Ordinance does not require the City to issue any permit or approval for development, construction, preliminary plat, final plat, building permit, or other matter by the City relating to the Property or the project or any portion thereof. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures set forth in the City's Code of Ordinances and subject to this Ordinance.

- d. **Amendments-** Minor amendments to this Ordinance will be achieved by Resolution of the City Commission of the City of Winter Garden. Major amendments to this Ordinance will require approval of the City Commission of the City of Winter Garden by Ordinance.

**SECTION 3: *Zoning Map.*** The City Planner is hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

**SECTION 4: *Non-Severability.*** Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

**SECTION 5: *Effective Date.*** This Ordinance shall become effective upon adoption at its second reading.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2011.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2011.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
KATHY GOLDEN, City Clerk

Exhibit "A"

# LEGAL DESCRIPTION

(PER TITLE COMMITMENT FILE)

PARCEL I:

THAT PORTION OF THE FRACTIONAL NORTHWEST 1/4 LYING NORTH OF MARSH ROAD, OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 27 EAST, OF ORANGE COUNTY, FLORIDA.

PARCEL II:

THE SOUTH 1/2 OF THE FRACTIONAL EAST 1/2 OF THE NORTHEAST 1/4 (LESS WEST 1/2 OF SAME LYING NORTH OF ROAD AND ALSO, LESS THAT PORTION OF THE FRACTIONAL EAST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF MARSH ROAD), OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

CONTAINING: 127.71 ACRES MORE OR LESS AS DESCRIBED  
AND 76.25 ACRES MORE OR LESS LYING LANDWARD  
OF THE SAFE UPLAND LINE.

Exhibit "B"

# **COVER PAGE**

## **PLANNED UNIT DEVELOPMENT PRELIMINARY PLAN**

### **WATERSIDE ON JOHNS LAKE**

**REVISED SEPTEMBER 2011**

**(7 PAGES - ATTACHED)**

# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 • (407) 656-4111

# STAFF REPORT

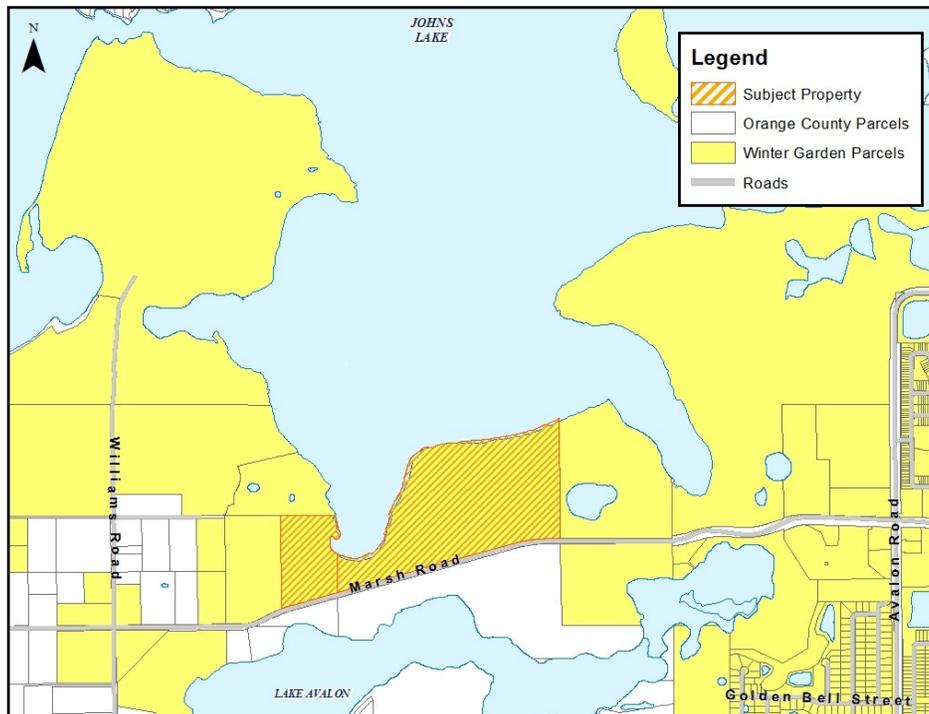
**TO:** PLANNING AND ZONING COMMITTEE  
**PREPARED BY:** LAURA SMITH, SENIOR PLANNER  
**DATE:** OCTOBER 31, 2011  
**SUBJECT:** REZONING  
**Marsh Road (75.94+/- ACRES)**  
**PARCEL ID # 05-23-27-0000-00-001**  
**PARCEL ID # 06-23-27-0000-00-003**

**APPLICANT:** WARREN HARDIN EDWARDS, III

### INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property, located on Marsh Road east of Williams Road and west of Avalon Road, is approximately 75.94± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to rezone 75.94± acres of land. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation NZ, which means that the property has not yet been zoned since it was annexed into the City of Winter Garden in September 2007. The subject property is designated Urban Village on the Future Land Use Map of the Comprehensive Plan.

### **EXISTING USE**

The subject property presently consists of one Single-Family Residential home and the remainder of the property is agricultural use (Timberland & Orange Grove).

### **ADJACENT LAND USE AND ZONING**

The property located to the north is a Single Family residence zoned NZ in the City. The property located to the east is agricultural use (Timberland & Orange Grove) and is zoned NZ in the City. The property to the west is zoned NZ in the City, and is agricultural use (Timberland & Orange Grove). The properties to the south are agricultural use (Orange Grove & Timberland), one property is zoned NZ in the City and the other is located in unincorporated Orange County and is zoned A-1.

The surrounding properties are all located within the JPA expansion area as adopted by the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden. Additionally, the subject property as well as many of the surrounding properties (a total of 596 acres) were annexed into the City of Winter Garden by Ordinance 07-34. At the time the properties were annexed into the City they were not assigned zoning or future land use designation in the City of Winter Garden. Subsequently, as part of the EAR based amendments to the City's Comprehensive Plan which were adopted in 2010, the subject property and surrounding properties (a total of 642.73 acres) were assigned a future land use designation of Urban Village on the Future Land Use Map of the City's Comprehensive Plan.

### **PROPOSED USE**

The applicant proposes to develop the 75.94 ± acre site into a residential planned unit development of 172 single family homes.

### **PUBLIC FACILITY ANALYSIS**

The property has a standard residential driveway point of transportation access at this time because it is used for a single family residence and agricultural uses. However, if the property is developed as proposed by the applicant then additional transportation access would be provided in the form of a round-a-bout at the main entrance on Marsh Road and a secondary access point for resident exit only access.

The property is not currently a water or sewer customer of the City of Winter Garden; however water, sewer, and reclaimed utilities will be required for any new development of the property. At such time that the property is developed, all necessary utility lines will be extended and connections made, all extension and connection costs shall be borne by the property owner.

The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents including building permits. The property will be

served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

### **SUMMARY**

City Staff recommend approval of the proposed Ordinance. Rezoning the subject property from City NZ to City PUD is consistent with the Future Land Use Map of the City's Comprehensive Plan, and is consistent with the trend of development in the area. Further, the adjacent properties should not be negatively impacted as the majority of the surrounding property is agricultural use land with few existing residences.

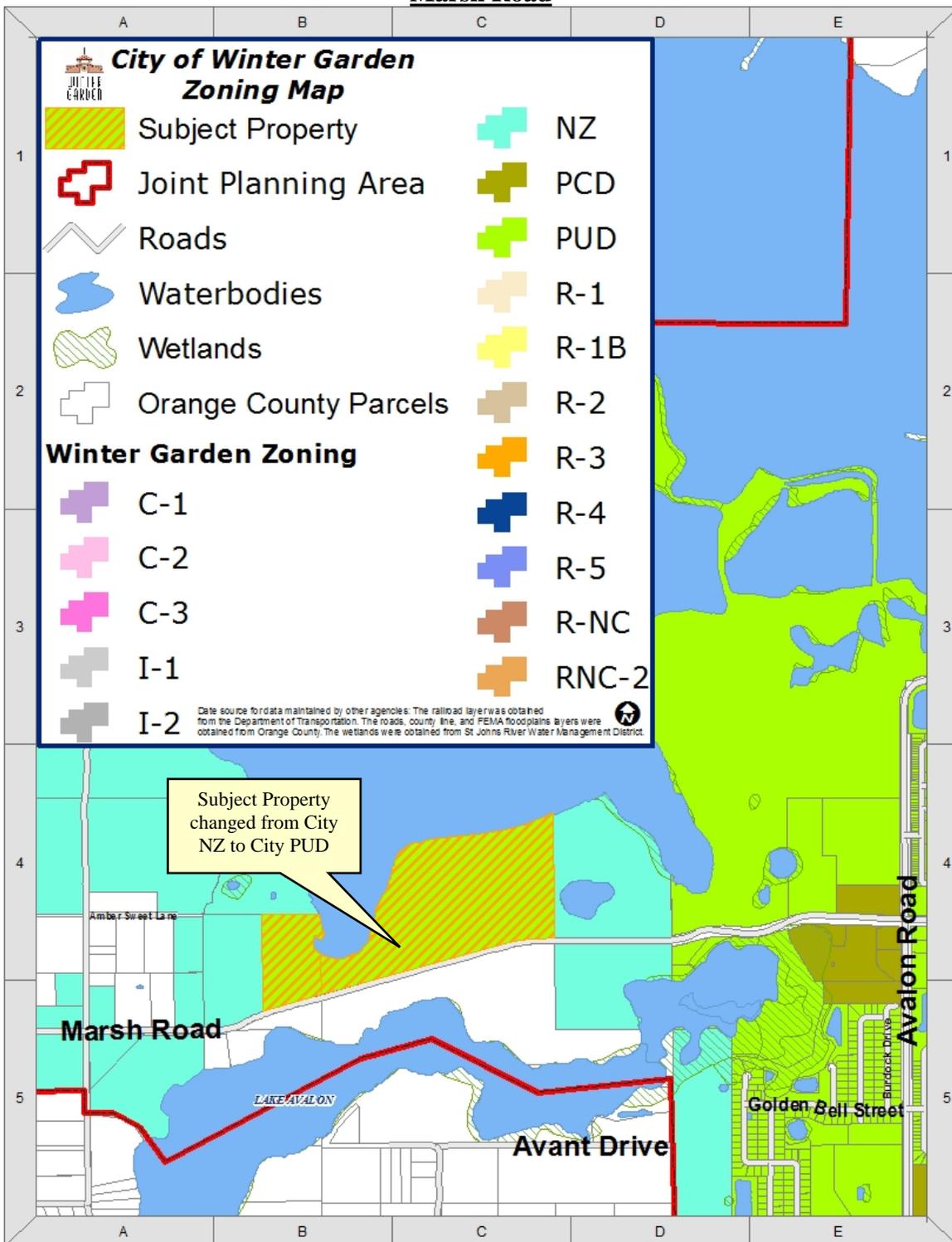
The proposed development of the subject property is consistent with the policies of the City's Comprehensive Plan and the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden which requires that rezoning applications or development plans for properties located within the JPA expansion area must be processed as Planned Unit Developments.

### **MAPS**

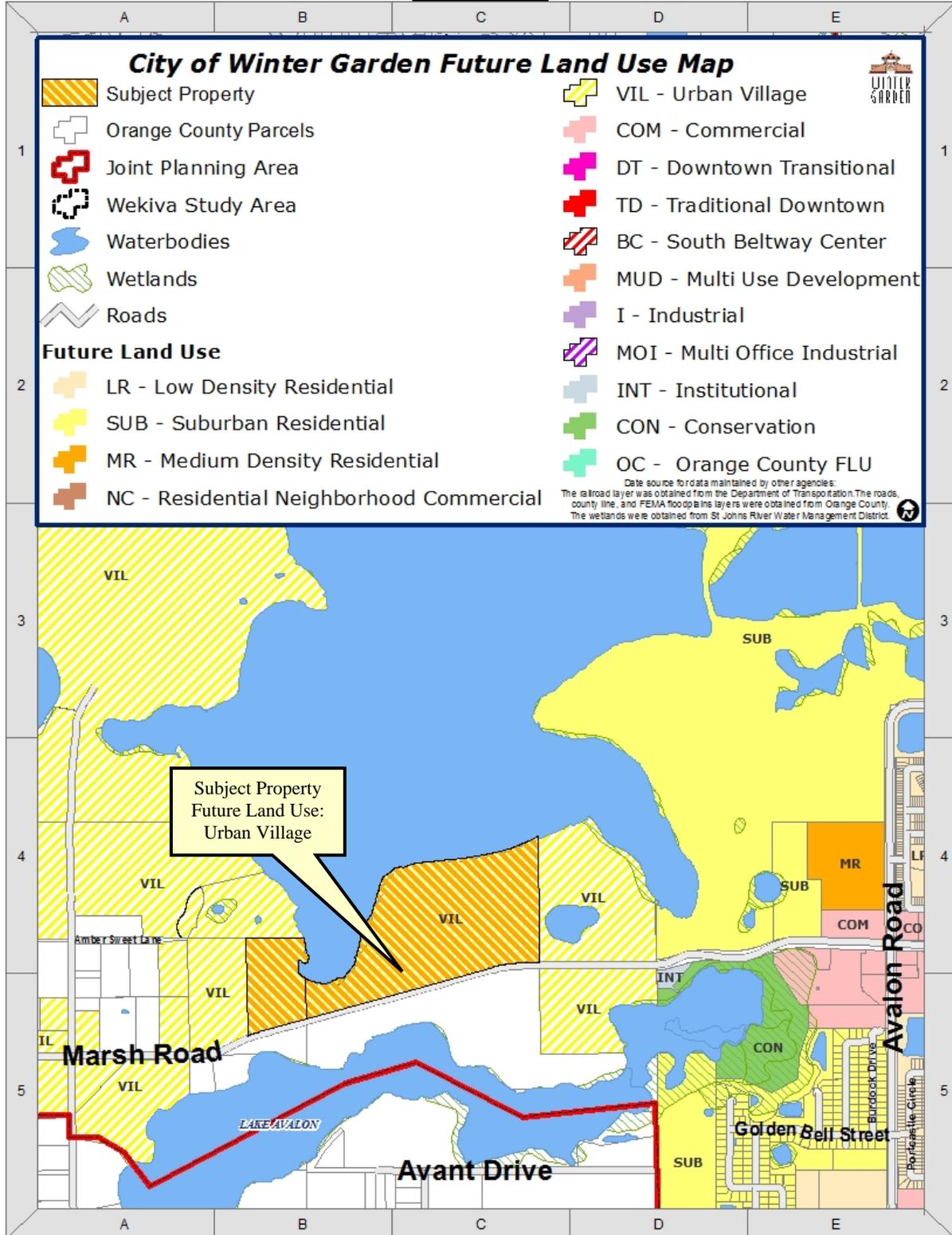
**AERIAL PHOTO**  
**Marsh Road**



## ZONING MAP Marsh Road



**FUTURE LAND USE MAP  
Marsh Road**



**END OF STAFF REPORT**

# PLANNED UNIT DEVELOPMENT PRELIMINARY PLAN

A PLANNED UNIT DEVELOPMENT IN THE CITY OF WINTER GARDEN, FLORIDA

# WATERSIDE ON JOHNS LAKE

**PARCEL ID. NUMBERS: 05-23-27-0000-00-001,  
06-23-27-0000-00-002,  
06-23-27-0000-00-003**

**REVISED SEPTEMBER 2011**

## LEGAL DESCRIPTION

(PER TITLE COMMITMENT FILE)

PARCEL I:

THAT PORTION OF THE FRACTIONAL NORTHWEST 1/4 LYING NORTH OF MARSH ROAD, OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 27 EAST, OF ORANGE COUNTY, FLORIDA.

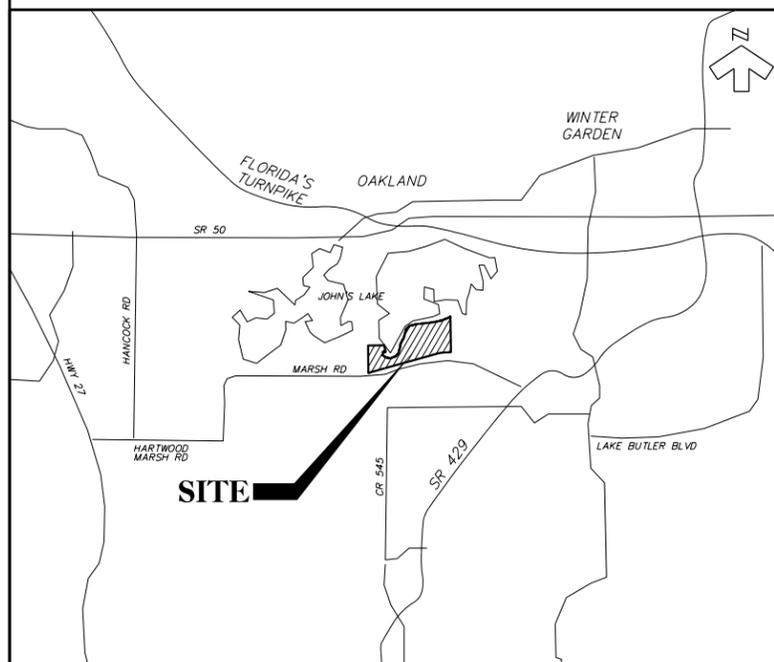
PARCEL II:

THE SOUTH 1/2 OF THE FRACTIONAL EAST 1/2 OF THE NORTHEAST 1/4 (LESS WEST 1/2 OF SAME LYING NORTH OF ROAD AND ALSO, LESS THAT PORTION OF THE FRACTIONAL EAST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF MARSH ROAD), OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

CONTAINING: 127.71 ACRES MORE OR LESS AS DESCRIBED AND 76.25 ACRES MORE OR LESS LYING LANDWARD OF THE SAFE UPLAND LINE.

## PROJECT DESCRIPTION

A 172 UNIT SINGLE FAMILY PLANNED UNIT DEVELOPMENT, GATED ENTRANCE.



**SITE LOCATION**

**PREPARED FOR  
CENTERLINE HOMES**

**1511 EAST STATE ROAD 434  
SUITE 1009**

**WINTER SPRINGS, FLORIDA 32708**

**CONTACT: ROBERT HUTSON**

**PHONE: (407) 278-0303**

### OWNER/APPLICANT

WARREN HARDIN EDWARDS, III  
16851 MARSH ROAD  
WINTER GARDEN, FLORIDA 34787  
PHONE: (213) 924-7010

### ENGINEER/SURVEY/ENVIRONMENTAL

BOWYER-SINGLETON & ASSOCIATES, INC.  
520 SOUTH MAGNOLIA AVE.  
ORLANDO, FLORIDA 32801  
PHONE: (407) 843-5120  
CONTACT: SCOTT STEARNS, P.E.

### GEOTECHNICAL ENGINEER

UNIVERSAL ENGINEERING SCIENCES, INC.  
3532 MAGGIE BOULEVARD  
ORLANDO, FLORIDA 32811  
PHONE: (407) 423-0504  
CONTACT: ARAVIND RANGASWAMY, M.S., P.E.

### TRAFFIC ENGINEER

LUKE TRANSPORTATION ENGINEERING  
CONSULTANTS, INC.  
29 EAST PINE STREET  
ORLANDO, FLORIDA 32828  
PHONE: (407) 423-8055  
CONTACT: J. ANTHONY LUKE, P.E.

### LANDSCAPE ARCHITECT

PARKER-YANNETTE  
825 SOUTH U.S. HWY. ONE  
SUITE 330  
JUNIPER, FLORIDA 33477  
PHONE: (561) 747-5069  
CONTACT: CHUCK YANNETTE

## TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PD PRELIMINARY PLAN
3	BOUNDARY SURVEY & EXISTING CONDITIONS PLAN
4	LANDSCAPE BUFFER CONCEPT
5	MARSH ROAD BUFFER CONCEPT
6	MAIN ENTRANCE & PARK AREA CONCEPT
7	PROJECT IMAGINING

THIS IS TO CERTIFY THAT THE ROADWAY CONSTRUCTION PLANS AND SPECIFICATIONS AS CONTAINED HEREIN WERE DESIGNED TO APPLICABLE STANDARDS AS SET FORTH IN THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" AS PREPARED BY FLORIDA DEPARTMENT OF TRANSPORTATION.



FLORIDA  
WINTER GARDEN  
WATERSIDE  
ON JOHNS LAKE

DATE	BY	DESCRIPTION

CONTRACTOR "AS-BUILTS" were furnished to the City of Winter Garden, Florida. The contractor is responsible for the accuracy of the "As-Builts" and for the compliance with my knowledge of what was actually observed on site.

Contractor's Name: \_\_\_\_\_  
Engineer: \_\_\_\_\_  
Not valid without the signature and the original raised seal of a Florida Registered Engineer.

DATE	JUNE 2011
DESIGNED	SKH
CHECKED	MSS
SCALE	N/A
PROJECT NO.	EDWD/PO
FILE NAME	EDWD/POcover
SHEET	1 OF 7

**Waiver Request regarding the "General Design Guidelines" of the Interlocal Agreement for the Joint Planning Area (JPA) between Orange County and the City of Winter Garden (dated January 24, 2007).**

- In lieu of the front garage setback requirement as stated in the JPA Design Guidelines, the applicant request a waiver to require "a maximum of forty (40) percent of all residential units shall have the garage door setback five (5) feet from the principal front building façade or side-loaded garages. Residential units with the five (5) foot garage recess or side-loaded garages shall have a twenty (20) foot front yard building setback line. All other residential units shall have a minimum twenty-five (25) foot front yard setback."
- The proposed PUD will have a combination of lot width from 70 to 90 feet. In addition to the larger lots, the proposed units will have a variety of main entrance treatments, including front porches, 2-story covered porticos/entry ways, with substantial architectural finished (see sheet six 6 for examples). The applicant requests a waiver of the JPA Design Guidelines to "define a front porch as a covered outdoor area at/or adjacent to the front door of the residential unit that extends a minimum of three (3) feet on either side of the front door and has a minimum depth of six (6). Front porches shall be provided on fifty (50) percent of the lots."
- Product types constructed within the 70' lots shall be staggered to avoid similar products directly adjacent to each other or provide alternate color and architectural detail.

**SITE DATA**

1. TOTAL PROJECT AREAS	127.71 ac.
JOHNS LAKE:	50.96 ac. (area north of NHWL)
WETLANDS:	0.81 ac. (area between NHWL & wetland line)
ROAD ROW:	11.77 ac.
RETENTION AREA:	9.79 ac.
GROSS DEVELOPABLE AREA:	75.94 ac. (Total Project Area minus Johns Lake & Wetlands)
NET DEVELOPABLE AREA:	54.38 ac. (Gross Developable Area minus Road ROW & Retention Area)

2. SITE DATA:	Total Single Family Units:	172
	Gross Residential Density:	2.26 du/ac
	Net Residential Density:	3.16 du/ac
	Minimum sq.ft. Under Heat & Air :	2000 sq.ft.
	Maximum Building Height:	50 ft.
	Minimum Lot Width Size:	70 ft.

3. SUPPORT SERVICES:

Water Service: CITY OF WINTER GARDEN  
 Sewer Service: CITY OF WINTER GARDEN  
 Stormwater Management: Stormwater Management to be provided in on-site Master Stormwater Management Areas to satisfy the City of Winter Garden and St. John's River Water Management District Criteria  
 Schools: Addressed by school mitigation agreement for capacity enhancement in process with OCPs.

Traffic: See traffic impact analysis by others

- FUTURE LAND USE: Urban Village
- EXISTING ZONING: NZ - No Zoning
- PROPOSED ZONING: Planned Unit Development (PUD)
- REQUESTED USES: Approved Land Use Plan for PUD
- BUILDING SETBACKS: As shown on Land Use Plan

70'X120' LOTS:	Front Yard*	25'/20'	90'X120' LOTS:	Front Yard	25'/20'
	Rear Yard	20'		Rear Yard	20'
	Side Yard**	7.5'/5.0'		Side Yard	7.5'
	Corner	20'		Corner	20'
	Pool (side & rear)	5'		Pool (side & rear)	5'
	No. Lots	134		No. Lots	38

\*Homes with a 5' recessed garage or side-loaded garage may utilize a 20' front setback. All others shall maintain 25'.

\*\*5' side yard setbacks shown on 70' wide lots are acceptable under the following conditions: All mechanical equipment including AC units, pool equipment, water filtration systems, and any other utility or service equipment must be located to the rear of the house.

9. OPEN SPACE - (25% GROSS DEVELOPABLE AREA) = 18.99 AC. (REQ.)	
PROVIDED:	
PARK AREA -	0.92 AC.
LANDSCAPE BUFFER (ALONG MARSH RD. & EASTERN BOUNDARY) -	5.48 AC.
RETENTION AREAS -	9.49 AC.
PROVIDED IN DEED OR CONSERVATION EASEMENT RESTRICTED LOTS -	3.10 AC.
TOTAL AREA =	18.99 AC.

10. RECREATION FACILITIES: FACILITIES FOR COMMUNITY PARK INCLUDE GAZEBO, PARK BENCHES AND 10 FT. MULTIPURPOSE TRAIL ALONG MARSH ROAD.

75.94 X 0.05 = 3.80 ACRES REQUIRED	
PASSIVE PARK =	0.92 AC.
MARSH ROAD MULTIPURPOSE TRAIL =	0.78 AC.
TOTAL AREA =	1.70 AC.*

\* PAYMENT WILL BE MADE TO THE CITY RECREATION FUND TO MAKE UP THE 2.10 ACRE SHORTFALL.

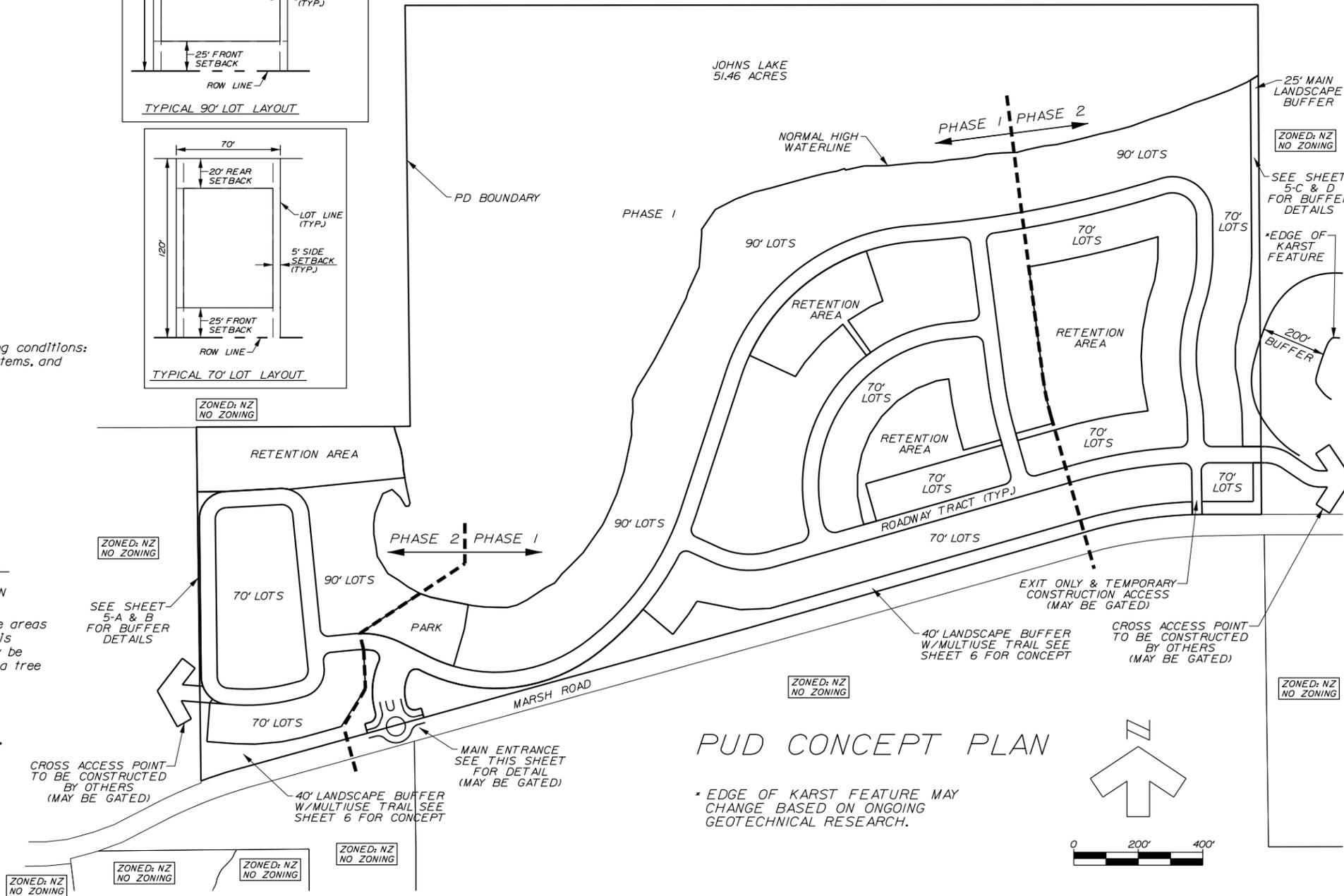
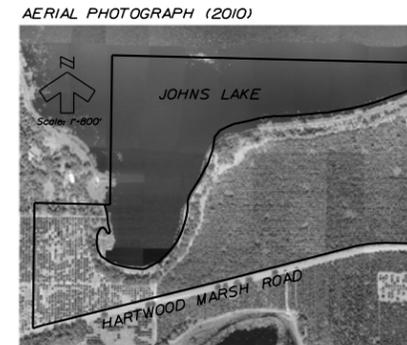
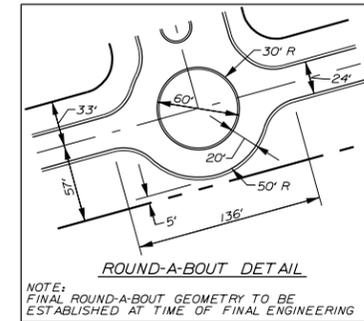
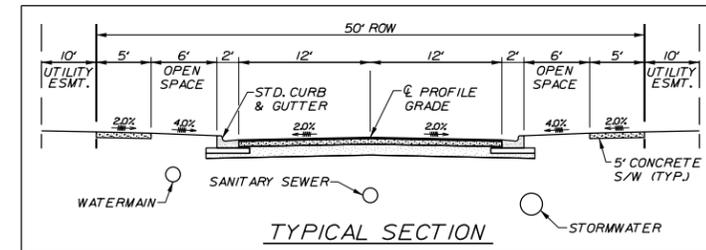
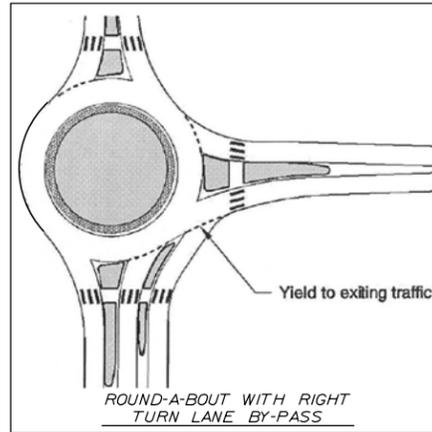
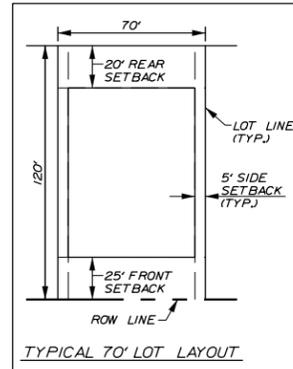
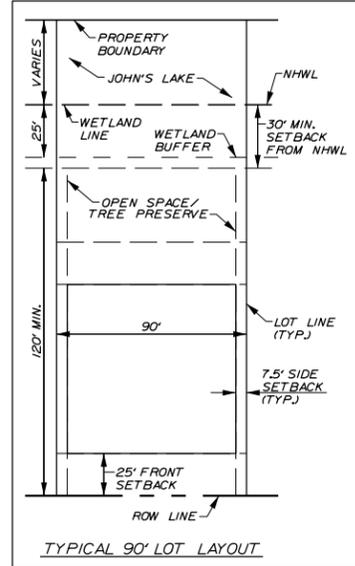
11. Development adjacent to Johns Lake - all residential lots, open space and drainage areas have been designed to save as many high quality existing trees as possible. It is anticipated that 10% of the existing trees depicted on the attached survey may be removed due to poor health or grading conflicts. All tree removals will require a tree removal permit.

12. Building architectural features will be consistent to the buildings depicted on the enclosed project imagining for the lakefront and interior homes.

13. All lots bordering the PUD perimeter shall meet the requirements of Chapter 118, Article V, Division 2, Subdivision III, Section 118-924(d): A minimum 25-foot yard shall be required from the nearest part of any building wall to the edge of any public right-of-way or private street, and all structures shall have a minimum 20-foot rear yard. A minimum 25-foot yard shall be maintained between the walls of all structures and the perimeter of the PUD. Additional perimeter yard requirements for multistory buildings shall be figured at five additional feet for each ten feet of height over the first story.

14. Project to be gated with privately owned and maintained streets.

15. Docks shall comply with City of Winter Garden ordinance 11-20.



**BOWYER SINGLETON**

FLORIDA

PD PRELIMINARY PLAN

WATERSIDE ON JOHNS LAKE

WINTER GARDEN

REVISIONS

NO.	DATE	BY	DESCRIPTION

CONTRACTOR "AS-BUILT'S" were furnished by the state and these "As-Built's" were reviewed by the contractor and the contractor's employee under my direct supervision have reviewed these "As-Built's" and believe them to be in compliance with my knowledge of what was actually observed on site during the construction.

Contractor's Name: \_\_\_\_\_  
 Engineer: \_\_\_\_\_  
 Not valid without the signature and the original raised seal of a Florida Registered Engineer.

DATE: JUNE 2011  
 DESIGNED: SKH  
 CHECKED: MSS  
 SCALE: 1" = 200'  
 PROJECT NO.: EDWD1/PD  
 FILE NAME: EDWD1/PDconcept  
 SHEET: 2 OF 7

10/18/2011

Fullsize.tbl

10/18/2011

10:21:43 AM

DATE	BY	DESCRIPTION

CONTRACTOR "AS-BUILT'S" were furnished by the state and these "As-Built's" were furnished to the state for their use. The contractor and employee under my direct supervision have reviewed these "As-Built's" and believe them to be in compliance with my knowledge of what was actually used upon site observations of the construction.

Contractor's Name: \_\_\_\_\_  
 Engineer: \_\_\_\_\_  
 Not valid without the signature and the original raised seal of a Florida Registered Engineer.

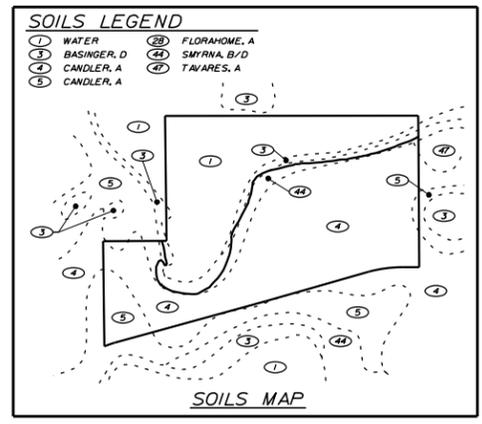
DATE	DESCRIPTION
JUNE 2011	DESIGNED SKH
	CHECKED MSS
	SCALE 1" = 150'
	PROJECT NO. EDWD1/PD
	FILE NAME EDWD1/PDconditions
	SHEET 3 OF 7

**LEGEND AND ABBREVIATIONS:**

# MORE OR LESS	EL ELEVATION	LB LICENSED BUSINESS	LS LAND SURVEYOR	ID IDENTIFICATION	ORB OFFICIAL RECORDS BOOK	C CENTERLINE	R RADIUS	L ARC LENGTH	Δ DELTA (CENTRAL ANGLE)	C.D. CHORD LENGTH	C.B. CHORD BEARING	P.O.C. POINT ON CURVE	P.O.L. POINT ON LINE	P.C.C. POINT OF COMPOUND CURVATURE	P.R.C. POINT OF REVERSE CURVATURE	P.C. POINT OF CURVATURE	P.T. POINT OF TANGENCY	P.I. POINT OF INTERSECTION	H/C HANDICAP ACCESSIBLE	NAVD NORTH AMERICAN VERTICAL DATUM	DEPT DEPARTMENT	CM CONCRETE MONUMENT	IRC IRON ROD & CAP	IP IRON PIPE	N/D NAIL & DISK	□ FOUND CONCRETE MONUMENT AS NOTED	● SAFE UPLAND LINE CHANGE IN DIRECTION	⊙ FOUND NAIL & DISK AS NOTED	⊙ SET NAIL & DISK (LB 1221)	⊙ FOUND IRON ROD & CAP AS NOTED	⊙ FOUND IRON ROD AS NOTED	⊙ SET 5/8" IRON ROD & CAP (LB 1221)	⊙ CONTROL/BENCHMARK AS DESCRIBED	⊙ CURB INLET GRATE	⊙ CATCH BASIN	⊙ STORM MANHOLE	⊙ SANITARY MANHOLE	⊙ SANITARY CLEANOUT	⊙ ELECTRIC MANHOLE	⊙ ELECTRIC METER	⊙ ELECTRIC RISER BOX	⊙ CABLE TELEVISION RISER BOX	⊙ TELEPHONE RISER BOX	⊙ UTILITY RISER	⊙ WELL	⊙ WATER SPIGOT	⊙ IRRIGATION VALVE	⊙ WATER METER	⊙ WATER VALVE	⊙ FIRE HYDRANT	⊙ AIR CONDITIONER PAD	⊙ GAS VALVE	⊙ GAS METER	⊙ GAS LINE MARKER	⊙ CONCRETE UTILITY POLE	⊙ METAL UTILITY POLE	⊙ WOOD UTILITY POLE	⊙ UTILITY POLE GUY ANCHOR	⊙ LIGHT POLE	⊙ ELECTRIC TRANSFORMER	⊙ WETLAND FLAG	⊙ SIGN	⊙ BOLLARD	⊙ FLAG POLE	⊙ MAILBOX	⊙ GUY POLE	⊙ SOIL BORING	⊙ W/DESIGNATION	⊙ B20	⊙ (1-23) WETLAND FLAG W/DESIGNATION	⊙ 110.0 EXISTING ELEVATION	⊙ 110 EXISTING CONTOUR	— LIMITS OF TREE LINE	— LINE BREAK
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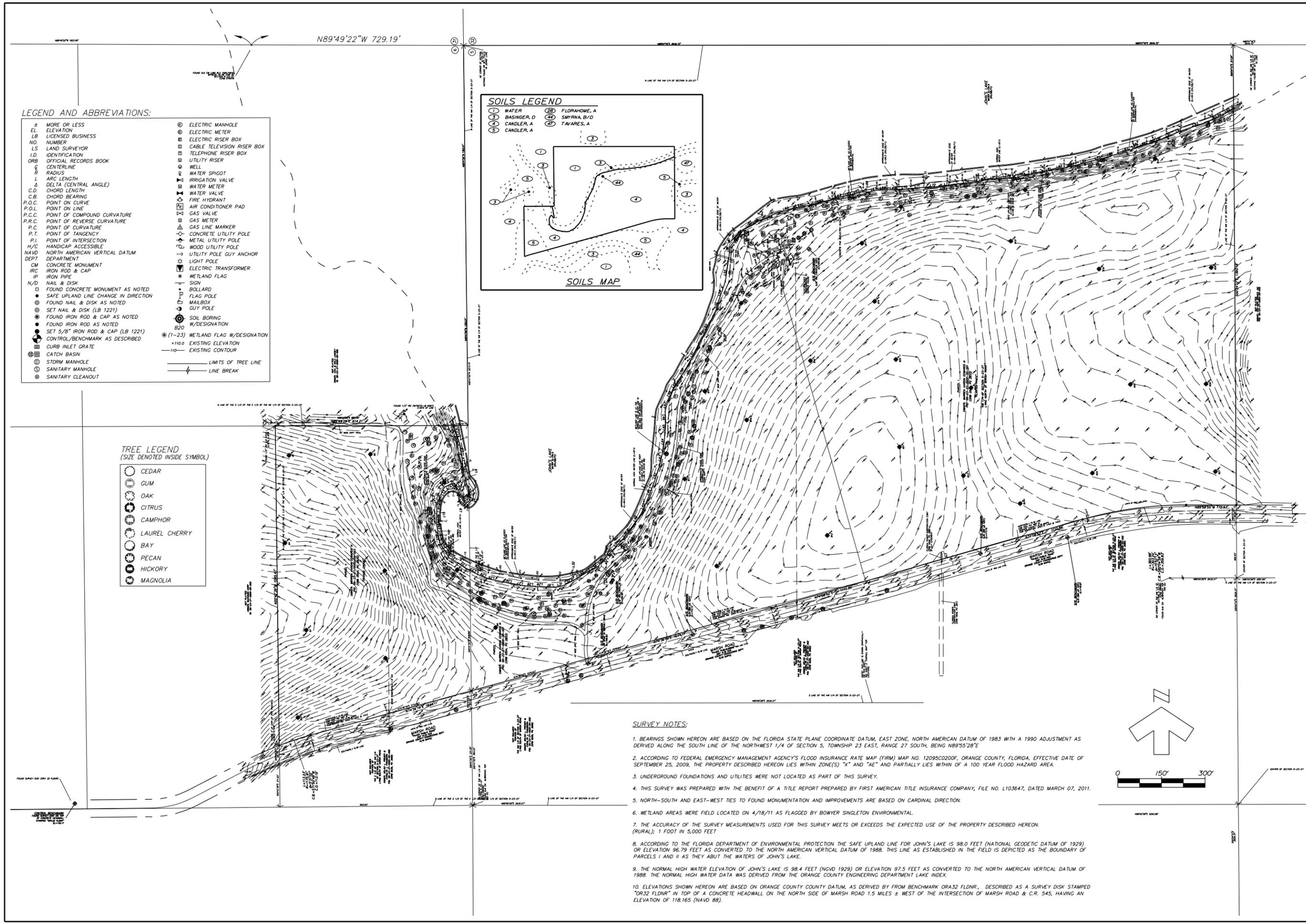
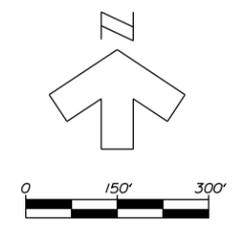
**TREE LEGEND  
(SIZE DENOTED INSIDE SYMBOL)**

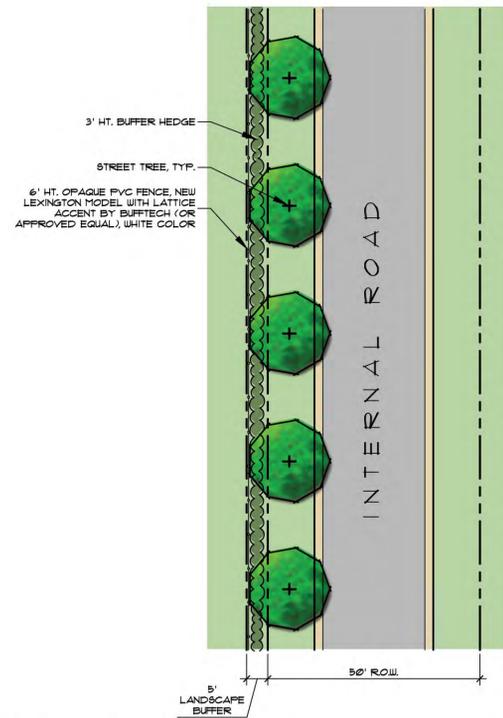
⊙ CEDAR
⊙ GUM
⊙ OAK
⊙ CITRUS
⊙ CAMPHOR
⊙ LAUREL CHERRY
⊙ BAY
⊙ PECAN
⊙ HICKORY
⊙ MAGNOLIA



**SURVEY NOTES:**

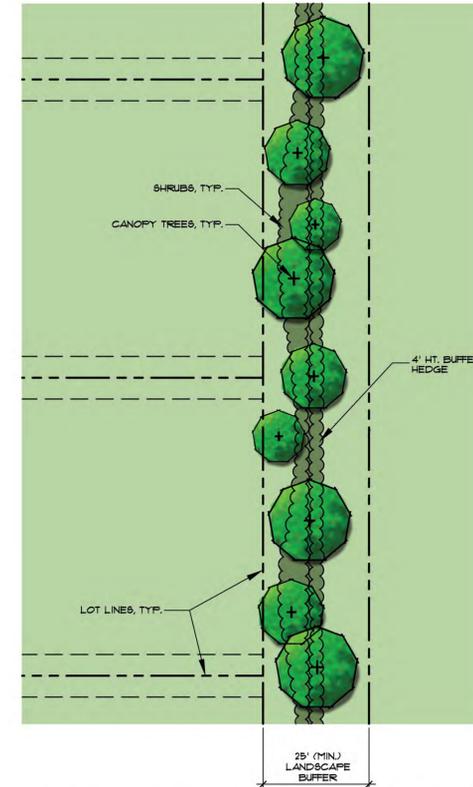
- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE DATUM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH A 1990 ADJUSTMENT AS DERIVED ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 EAST, RANGE 27 SOUTH, BEING N89°55'28"E.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 12095C0200F, ORANGE COUNTY, FLORIDA, EFFECTIVE DATE OF SEPTEMBER 25, 2009, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" AND "AE" AND PARTIALLY LIES WITHIN OF A 100 YEAR FLOOD HAZARD AREA.
- UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. L103647, DATED MARCH 07, 2011.
- NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
- WETLAND AREAS WERE FIELD LOCATED ON 4/18/11 AS FLAGGED BY BOWYER SINGLETON ENVIRONMENTAL.
- THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (RURAL); 1 FOOT IN 5,000 FEET
- ACCORDING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THE SAFE UPLAND LINE FOR JOHN'S LAKE IS 98.0 FEET (NATIONAL GEODETIC DATUM OF 1929) OR ELEVATION 96.79 FEET AS CONVERTED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. THIS LINE AS ESTABLISHED IN THE FIELD IS DEPICTED AS THE BOUNDARY OF PARCELS I AND II AS THEY ABUT THE WATERS OF JOHN'S LAKE.
- THE NORMAL HIGH WATER ELEVATION OF JOHN'S LAKE IS 98.4 FEET (NGVD 1929) OR ELEVATION 97.5 FEET AS CONVERTED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. THE NORMAL HIGH WATER DATA WAS DERIVED FROM THE ORANGE COUNTY ENGINEERING DEPARTMENT LAKE INDEX.
- ELEVATIONS SHOWN HEREON ARE BASED ON ORANGE COUNTY COUNTY DATUM, AS DERIVED BY FROM BENCHMARK ORA32 FLDNR, DESCRIBED AS A SURVEY DISK STAMPED "OR32 FLDNR" IN TOP OF A CONCRETE HEADWALL ON THE NORTH SIDE OF MARSH ROAD 1.5 MILES ± WEST OF THE INTERSECTION OF MARSH ROAD & C.R. 545, HAVING AN ELEVATION OF 118.165 (NAVD 88).





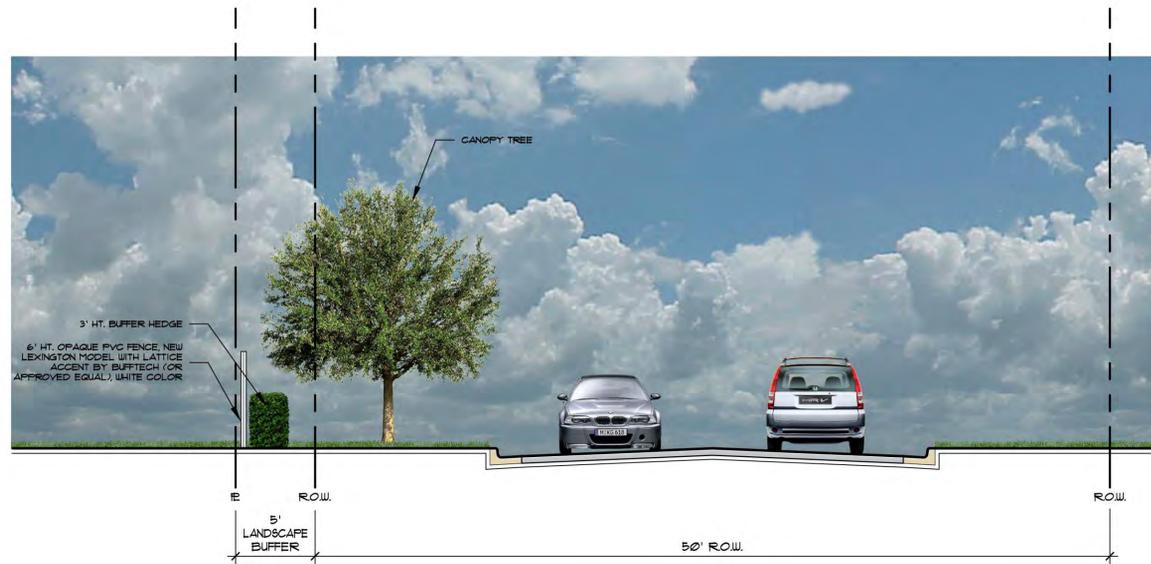
**A** WEST BUFFER PLAN VIEW

SCALE: 1"=20'-0"



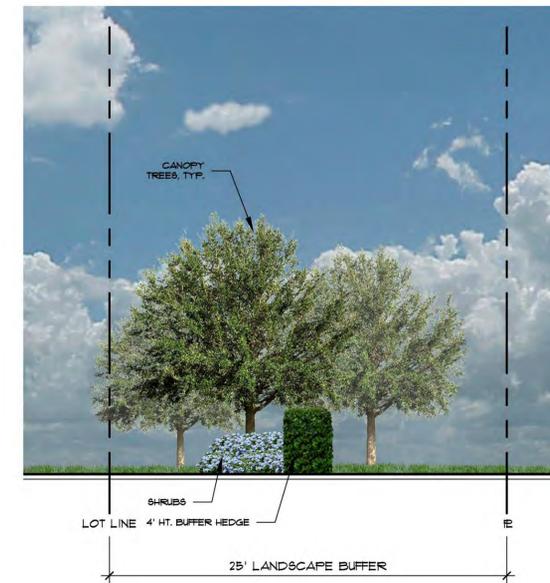
**C** EAST BUFFER PLAN VIEW

SCALE: 1"=20'-0"



**B** TYPICAL WEST BUFFER SECTION

SCALE: 3/16"=1'-0"



**D** TYPICAL EAST BUFFER SECTION

SCALE: 3/16"=1'-0"

# Waterside on Johns Lake

Winter Garden, Florida

# Centerline Homes

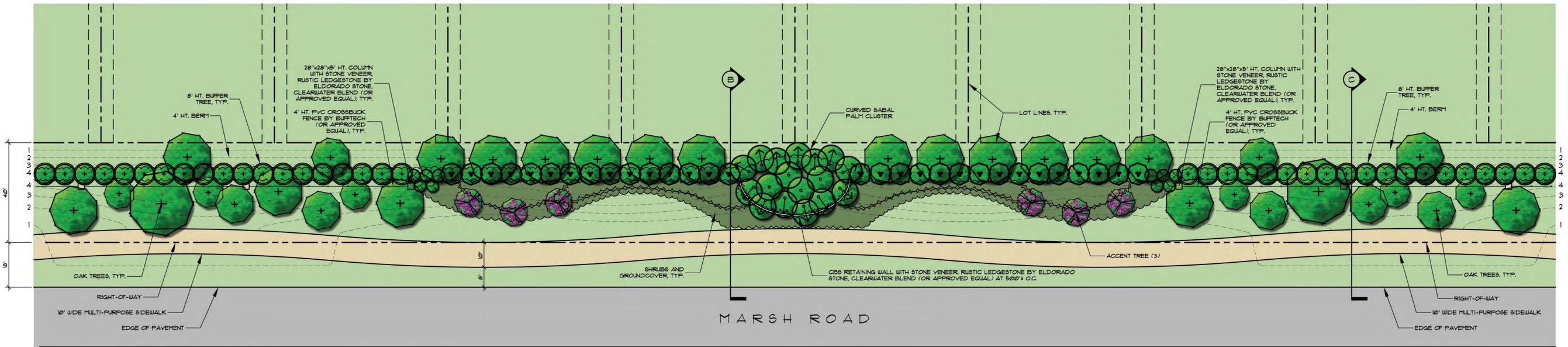


**PARKER-YANNETTE**  
design group, inc.

LANDSCAPE ARCHITECTURE  
PLANNING • GRAPHICS  
825 South U.S. Highway One  
Suite 330  
Jupiter, Florida 33477  
Telephone: (561) 747-5069  
Fax: (561) 747-2041  
Email: mail@pydg.com

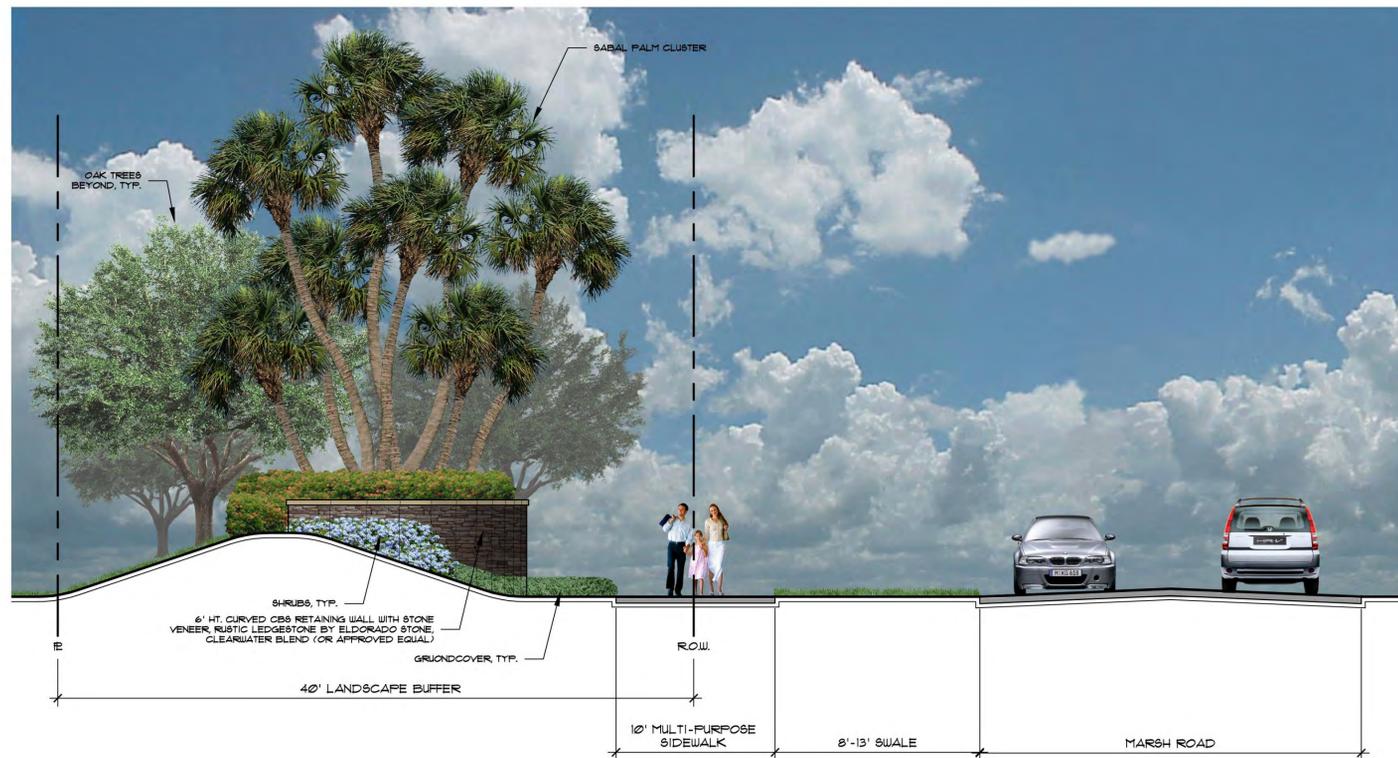
July 2011  
rev. September 12, 2011

Sheet 4



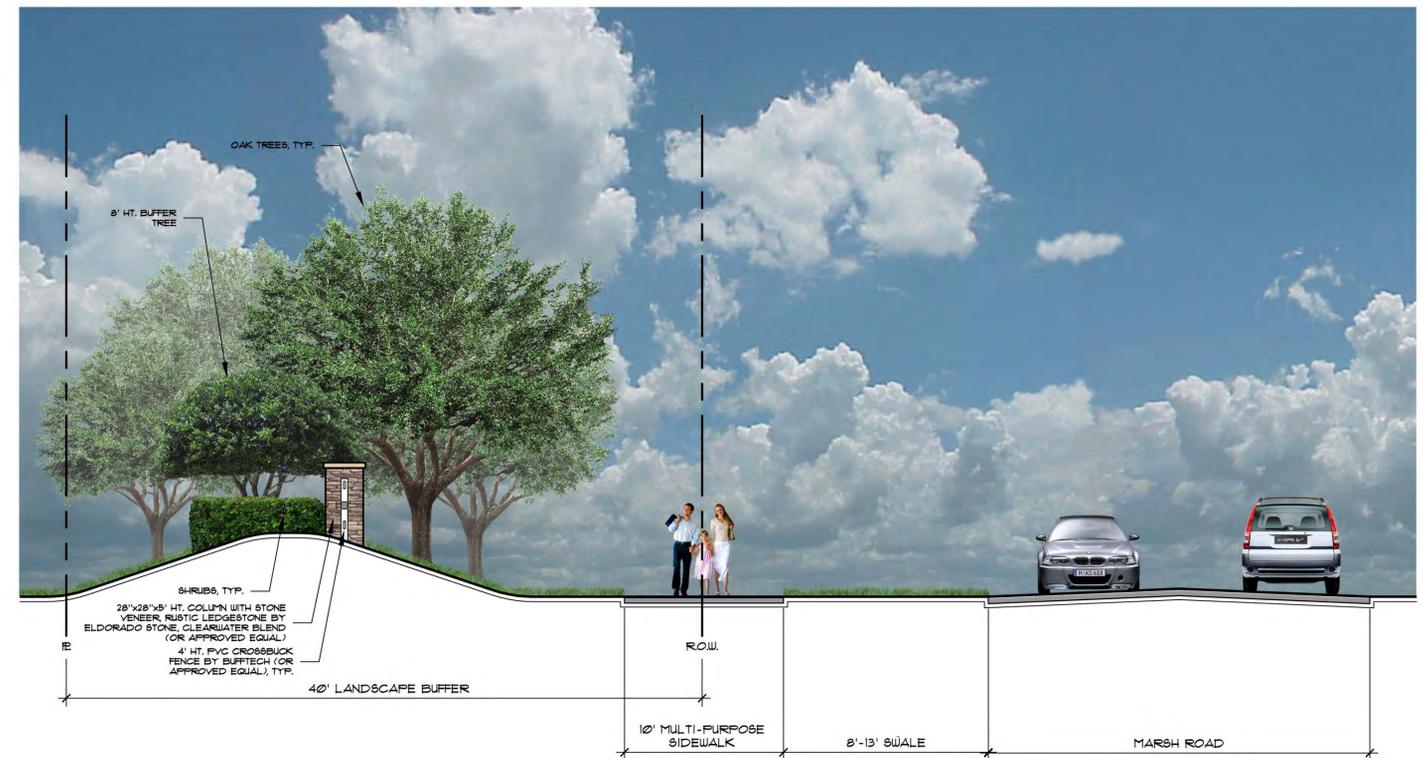
**A** SOUTH BUFFER PLAN VIEW

SCALE: 1"=20'-0"



**B** TYPICAL SOUTH BUFFER SECTION 'B'

SCALE: 3/16"=1'-0"



**C** TYPICAL SOUTH BUFFER SECTION 'C'

SCALE: 3/16"=1'-0"

# Waterside on Johns Lake

Winter Garden, Florida

Centerline Homes



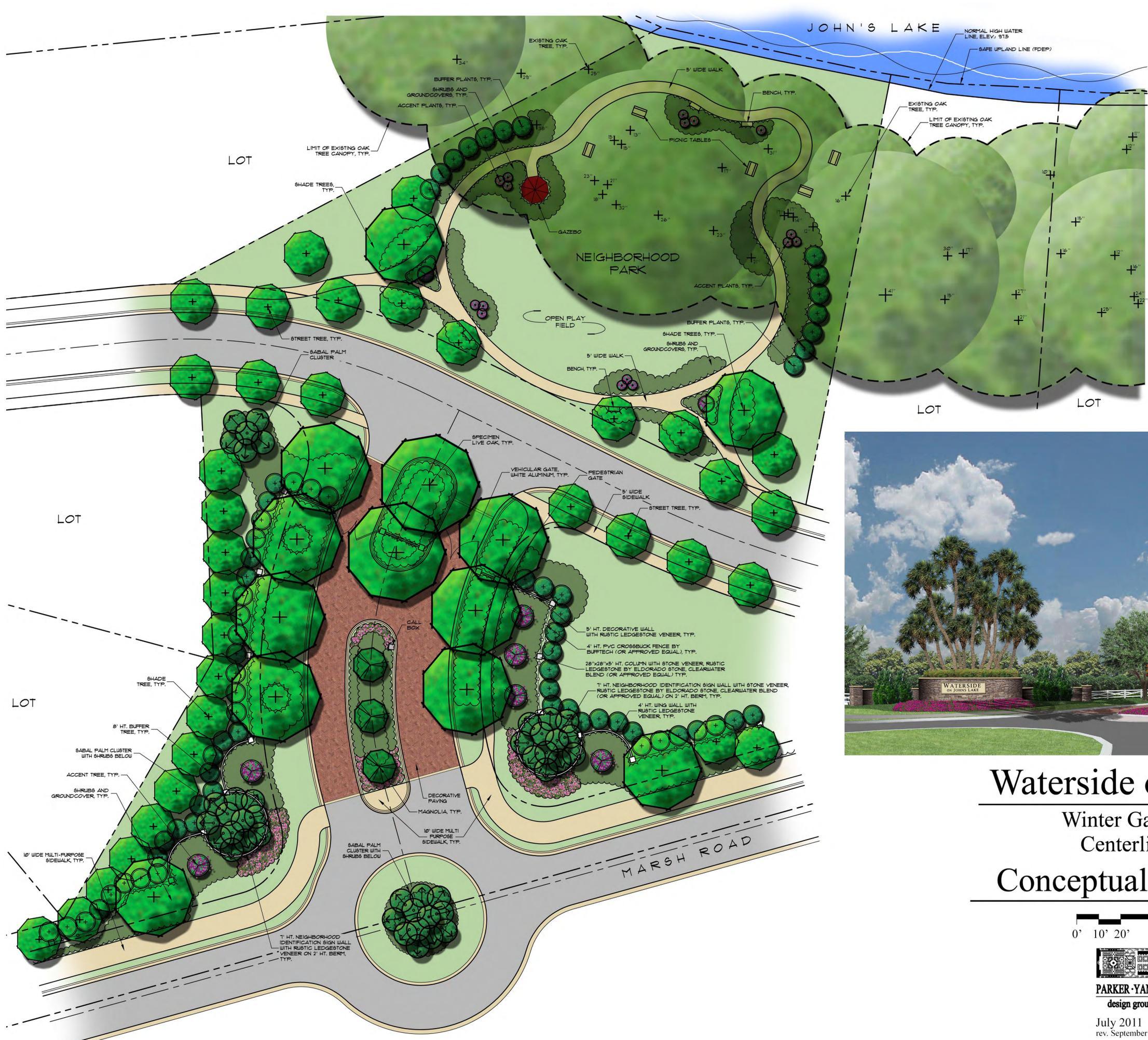
**PARKER-YANNETTE**  
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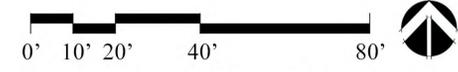
Sheet 5



# Waterside on Johns Lake

Winter Garden, Florida  
Centerline Homes

## Conceptual Entry/Park Plan



**PARKER · YANNETTE**  
design group, inc.

LANDSCAPE ARCHITECTURE  
PLANNING · GRAPHICS  
825 South U.S. Highway One  
Suite 330  
Jupiter, Florida 33477  
Telephone: (561) 747-5069  
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Email: mail@pydg.com

July 2011  
rev. September 12, 2011

Sheet 6

# WATERSIDE ON JOHNS LAKE



## LAKEFRONT HOMES



## INTERIOR HOMES



**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Ed Williams, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** **January 4, 2012**                      **Meeting Date: January 12, 2012**

**Subject:** Rezoning (PUD Amendment)  
Avalon Reserve Village 1 (19.24 +/- Acres)  
Parcel ID# 04-23-27-0000-00-033

**Issue:** Applicant is requesting to amend the Avalon Reserve PUD requirements for Village 1 on 19.24 +/- Acres of land. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation PUD. The subject property is designated Medium Density Residential on the Future Land Use Map of the Comprehensive Plan. The proposed amendment will change the previously approved 150 townhomes to 66 single-family homes.

**Discussion:**

City Staff recommend approval of the proposed Ordinance. Amending Ordinance 03-50 Section IV to change the Village 1 development from 150 townhomes to 66 single-family homes. Amending the existing PUD is consistent with the City's Comprehensive Plan and the City of Winter Garden Code of Ordinances. The proposed development is a reasonable and low intensity use of the land and is compatible with the surrounding area. (See attached Staff Report)

**Recommended Action:**

Staff recommends adoption of Ordinance 11-39, (PUD Amendment on 19.24± acres located generally at the northwest corner of Avalon Road and Marsh Road.

**Attachments/References:**

Location Map  
Ordinance 11-39  
Staff Report  
PUD Plan



## ORDINANCE 11-39

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION IV OF ORDINANCE 03-50 PUD TO CONVERT TOWNHOMES TO SINGLE-FAMILY RESIDENCES ON APPROXIMATELY 19.24 +/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF AVALON ROAD AND MARSH ROAD; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Avalon Reserve Village 1 PUD)

**WHEREAS**, on December 11, 2003 the City of Winter Garden City Commission approved the rezoning of the subject property from County A-1 to City PUD and City PCD, and

**WHEREAS**, the Owner(s) of Avalon Reserve Village 1, real property generally described as approximately 19.24 ± acres of certain real property generally located at the northwest corner of Avalon Road and Marsh Road, in Winter Garden, Florida, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), desire to amend the previously approved PUD, and

**WHEREAS**, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the adoption of this Ordinance and the proposed development of the Property is consistent with the City of Winter Garden Comprehensive Plan, the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden, and the City of Winter Garden Code of Ordinances, and

**WHEREAS**, in order to address school capacity, the Owner(s) of the Property are in the process of obtaining approval from the School Board of Orange County, Florida with respect to an existing Capacity Enhancement Agreement, and

**WHEREAS** the City of Winter Garden and the property owner have agreed to the specific amendment of Section IV of Ordinance 03-50 to remove Village 1 from those requirements and establish new development standards for Avalon Reserve Village 1 as outlined in this amendment, therefore;

### **BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION 1:** Section VI of Ordinance 03-50 is hereby amended to remove the Village 1 Townhome requirements and replace with the following: Village 1 Single Family development requirements:

- a. **Conceptual Plan-** All development on the Property must substantially conform to the requirements identified in the Avalon Reserve Village 1 Planned Unit Development Preliminary Plan attached hereto as Exhibit "B." Should any conflict be found between this Ordinance and the Avalon Reserve Village 1 Planned Unit Development Preliminary Plan attached hereto as Exhibit "B", then the standards and conditions established by this Ordinance shall control.
- b. **Zoning-** Unless specifically noted elsewhere in Exhibit "B" attached hereto, all residential development on the Property must comply with the general zoning requirements of the R-1 Single Family Residential District for any structures, including but not limited to swimming pools, screen rooms, accessory structures and buildings, that are developed on the Property.
- c. **Design Criteria/Architectural Standards –**
1. Village 1 is not required to provide a pedestrian connection to adjacent Villages.
  2. Residential Design Criteria - Prior to any final plat approvals for detached single family residential development or preliminary plat approvals on the site the developer shall provide typical front elevations and floor plans for Planning and Zoning Board approval. The City Planning and Zoning Board shall approve these typical elevations and floor plans if they find the elevations and floor plans:
    - In lieu of the front garage setback requirement as stated in the JPA Design Guidelines, "a minimum of forty (40) percent of all residential units shall have the garage door setback five (5) feet from the front building façade or have side-loaded garages. Residential units with the five (5) foot garage recess or have side-loaded garages may have a twenty (20) foot front yard setback. All other residential units shall have a minimum twenty five (25) foot front yard setback or a maximum of a thirty (30) foot front yard setback.
    - The proposed PUD will have a variety of main entrance treatments, including front porches, 2-story covered porticos/entry ways with substantial architectural finished (see attached for examples). The applicant request a waiver of the JPA Design Guidelines to "define a front porch as a covered outdoor area at/or adjacent to the front door of the residential unit that extends a minimum of three (3) feet on either side of the front door and has minimum depth of six (6) feet. Front porches shall be provided on fifty (50) percent of the lots."
    - Primary building entrances shall be visible and accessible from the street and shall have a walkway from the primary entrance to the sidewalk.

- Product types shall be varied and/or staggered to avoid similar products directly adjacent to each other or provide alternate color and architectural details.
  - 5' foot side yard setback shown on 60' foot wide lots are acceptable under the following conditions: All mechanical equipment including AC units, pool equipment, water filtration systems, and any other utility or service equipment must be located to the rear of the house, side yards must remain unobstructed, and stormwater design/engineering must be provided sufficiently addressing that 5 foot side yards can adequately support all necessary drainage and stormwater management for the property.
3. A 5' Landscape Buffer shall be provided on the north and west property lines. Landscaping shall be installed consistent with the requirements of Section 118-1524(b) and Table 3.4.2.
  4. A 5' wall easement shall be provided on the south property line adjacent to the commercial project (Village 6) where a 6' tall brick wall will be constructed.
  5. Swimming pools must meet all requirements of City Code and are not guaranteed on all lots. Applications for swimming pools will be reviewed on an individual basis.
  6. Installation of privacy fences should not impede the flow of water for drainage purposes.
  7. A 10' landscape buffer shall be provided along CR545 (Avalon Road). The proposed brick wall shall be constructed as far away from the R/W as possible within the 10' wall/landscape easement, to provide a wider landscape area at least 8' wide. The landscaping shall be consistent with the requirements of Sect. 118-1524(a) and Table 3.4.1.
  8. The park amenities (tot Lot) shall be completed prior to a Certificate of Occupancy of the 25<sup>th</sup> house.
  9. All lots bordering the PUD perimeter shall meet the requirements of Chapter 118, Article V, Division 2, Subdivision III, Section 118-924(d): A minimum 25-foot yard shall be required from the nearest part of any building wall to the edge of any public right-of-way or private street, and all structures shall have a minimum 20-foot rear yard. A minimum 25-foot yard shall be maintained between the walls of all structures and the perimeter of the PUD. Additional perimeter yard requirements for multistory buildings shall be figured at five additional feet for each ten feet of height over the first story.
  10. Signage – The residential neighborhood may have two signs per entrance with a maximum of 24 square feet per sign.

**SECTION 2: Non-Severability.** Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

**SECTION 3: *Effective Date.*** This Ordinance shall become effective upon adoption at its second reading.

**FIRST READING AND PUBLIC HEARING:**     DECEMBER 8 , 2011.

**SECOND READING AND PUBLIC HEARING:**   JANUARY 12 , 2012.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
KATHY GOLDEN, City Clerk

## Exhibit "A"

LAND DESCRIPTION  
AVALON RESERVE  
VILLAGE 1

A PORTION OF THE WEST ONE-HALF ( $W \frac{1}{2}$ ) OF THE NORTHWEST ONE-QUARTER ( $NW \frac{1}{4}$ ) OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 27 EAST; THENCE NORTH  $89^{\circ}53'58''$  EAST ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER ( $NW \frac{1}{4}$ ) OF SAID SECTION 4, A DISTANCE OF 398.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $89^{\circ}53'58''$  EAST, 901.59 FEET; THENCE SOUTH  $00^{\circ}27'00''$  EAST ALONG THE WESTERLY RIGHT-OF-WAY OF AVALON ROAD (COUNTY ROAD 545), 983.59 FEET; THENCE SOUTH  $89^{\circ}30'06''$  WEST, 750.31 FEET; THENCE NORTH  $00^{\circ}31'24''$  WEST, 334.66 FEET; THENCE NORTH  $88^{\circ}03'18''$  WEST, 150.14 FEET; THENCE NORTH  $00^{\circ}31'24''$  WEST, 648.80 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA CONTAINING 19.244 ACRES, MORE OR LESS.

TAX PARCEL ID# 04-23-27-0000-00-033

Exhibit "B"

# **COVER PAGE**

## **PLANNED UNIT DEVELOPMENT PRELIMINARY PLAN**

**AVALON RESERVE VILLAGE 1**

**REVISED NOVEMBER 2011**

**(1 PAGE - ATTACHED)**



# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 • (407) 656-4111

# STAFF REPORT

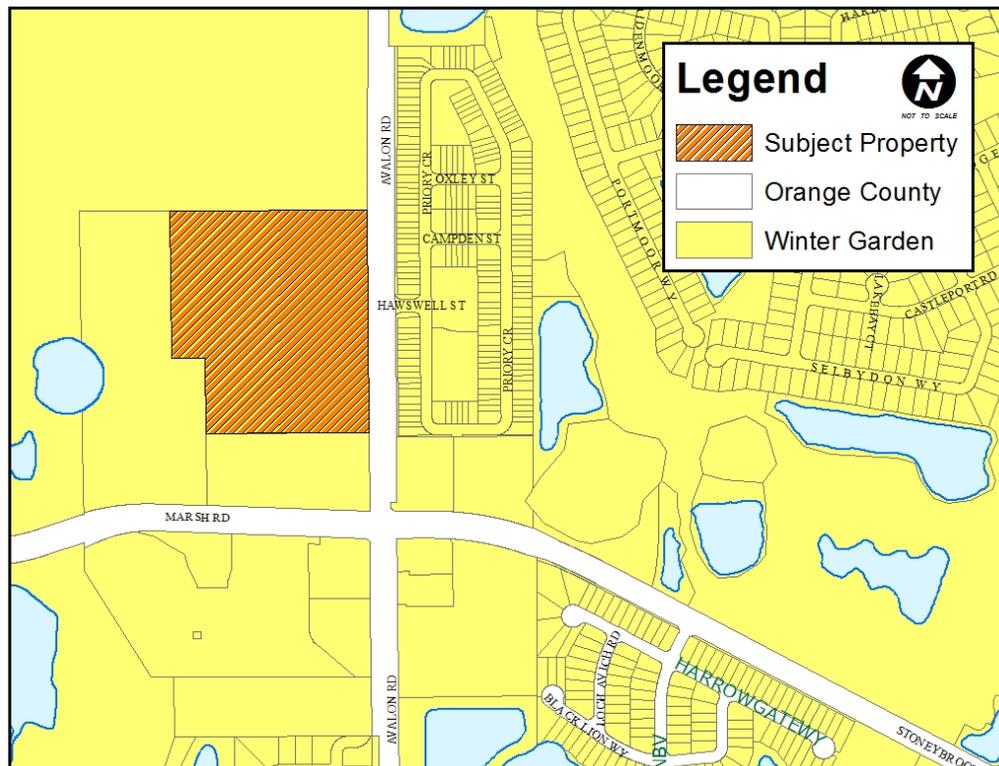
**TO:** PLANNING AND ZONING COMMITTEE  
**PREPARED BY:** STEVE PASH, SENIOR PLANNER  
**DATE:** NOVEMBER 28, 2011  
**SUBJECT:** PUD AMENDMENT  
**Avalon Road (19.24+/- ACRES)**  
**PARCEL ID # 04-23-27-0000-00-033**

**APPLICANT:** RANDY JUNE

### INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property is generally located at the northwest corner of Avalon Road and Marsh Road, and is approximately 19.24± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits.



The applicant is requesting an amendment to the previously approved 173 ± acre Avalon Reserve PUD to amend a 19.24 ± acre portion of the PUD (Village 1) to change the approved townhomes to single-family homes. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation PUD and is designated Medium Density Residential on the Future Land Use Map of the Comprehensive Plan.

#### **EXISTING USE**

The subject property does not presently contain any structures and is agricultural use (planted pines).

#### **ADJACENT LAND USE AND ZONING**

The property located to the north is 232 ± acres agricultural land, an undeveloped PUD approved for 391 single-family homes and 109 townhomes, known as the Hickory Hammock PUD. The property to the south is 5.5 ± acres timberland, approved for commercial uses, and is part of the Avalon Reserve PUD (Village 6). The property to the east is townhomes and commercial uses, all part of the Stoneybrook West PUD. The property to the west is 14.11 ± acres partially developed as a church and the remainder is timberland, also part of the Avalon Reserve PUD (Village 3).

#### **PROPOSED USE**

The applicant proposes to develop the 19.24 ± acre site into a residential planned unit development containing 66 lots. The proposed neighborhood will be a private neighborhood, with a park and pedestrian trails around the pond.

#### **COMMON OPEN SPACE ANALYSIS**

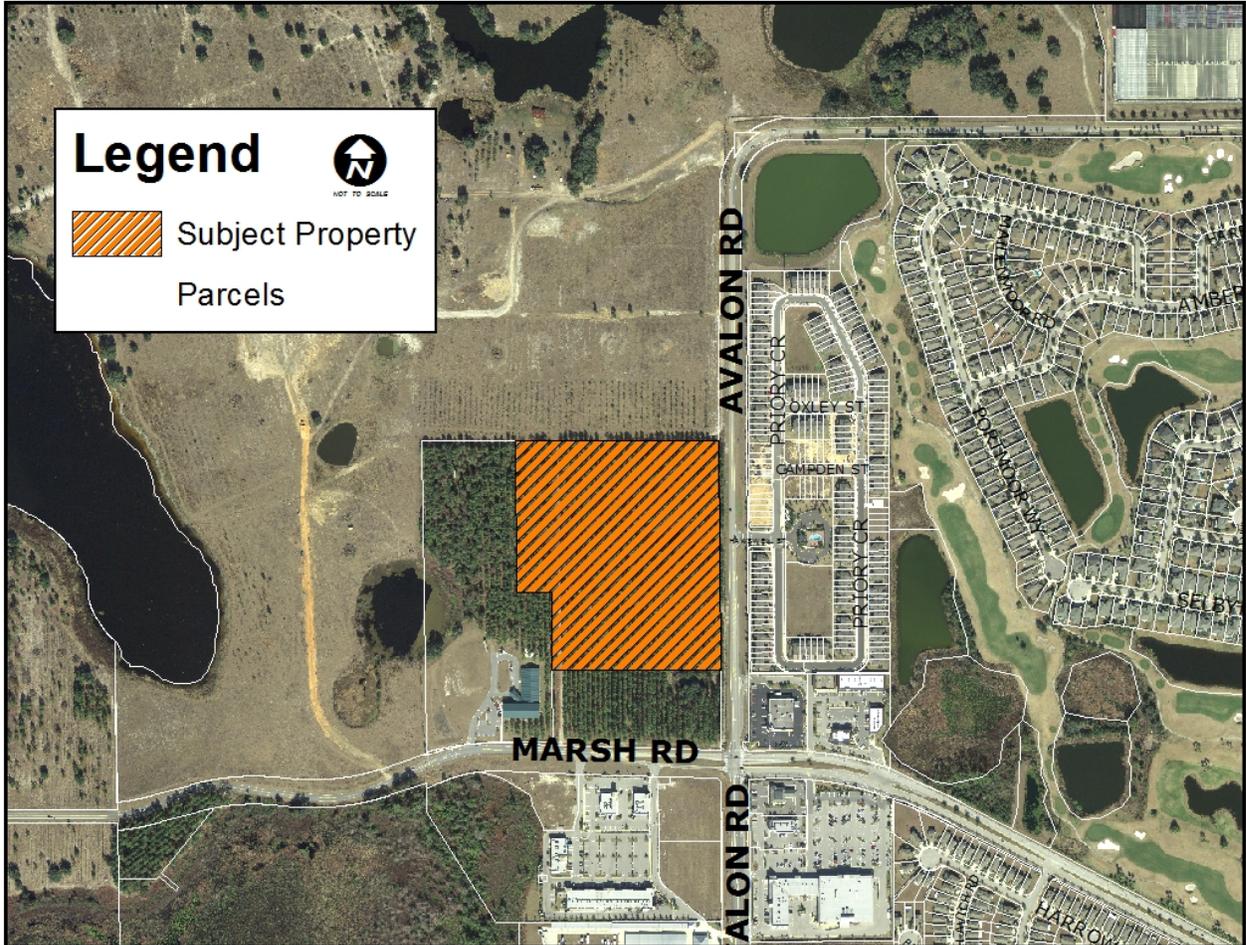
The proposed development will have ±4 acres of open space, consisting of ponds, pedestrian paths, and a park. All of the open space will be maintained by the HOA and available to the residents. The developer will establish the HOA, require membership by all property owners, and the association documents will be reviewed and approved by the City.

#### **SUMMARY**

City Staff recommends approval of the proposed Ordinance. Amending the existing PUD is consistent with the City's Comprehensive Plan and the City of Winter Garden Code of Ordinances. The proposed development is a reasonable and low intensity use of the land and is compatible with the area.

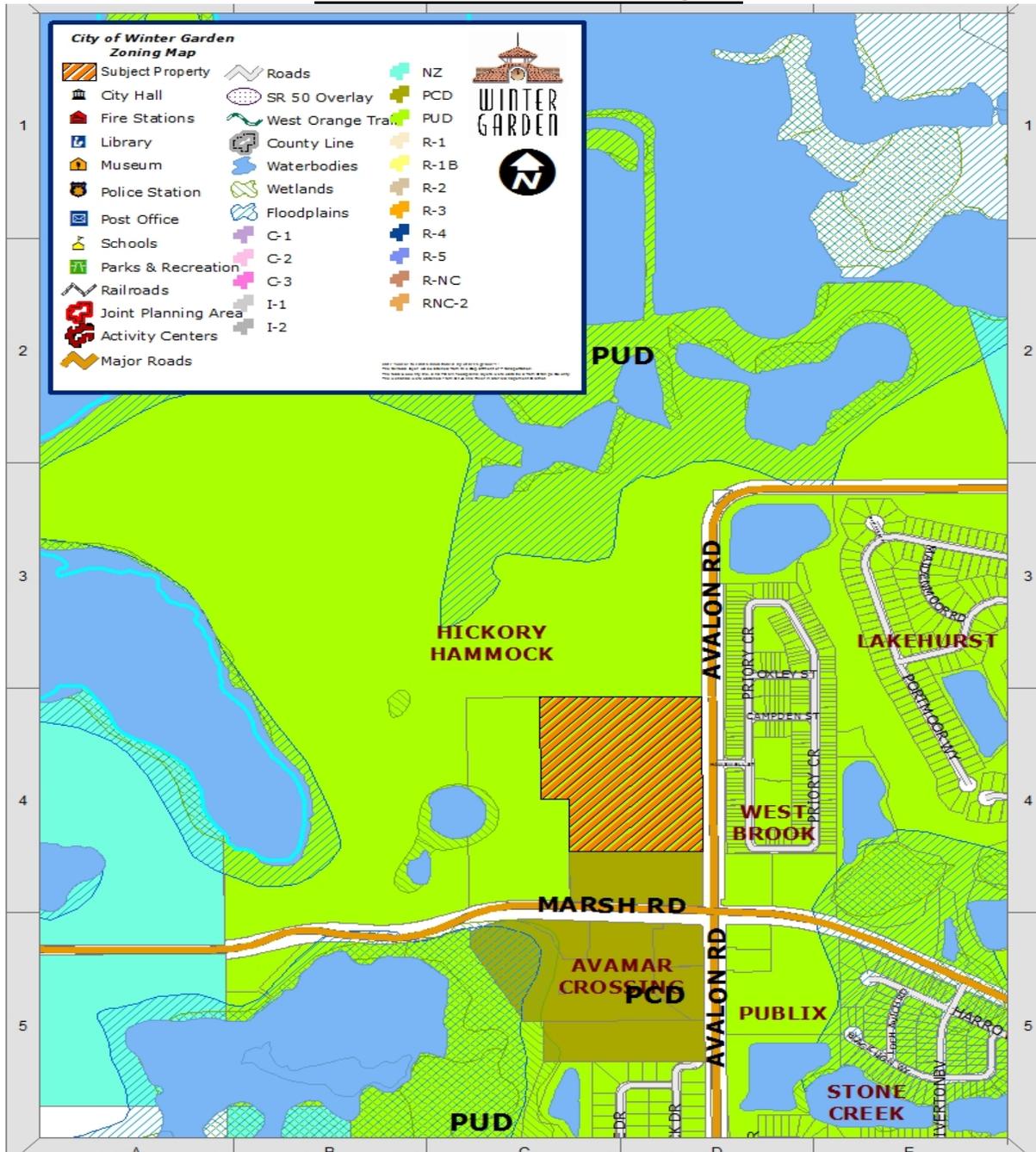
MAPS

AERIAL PHOTO  
Avalon Reserve - Village 1



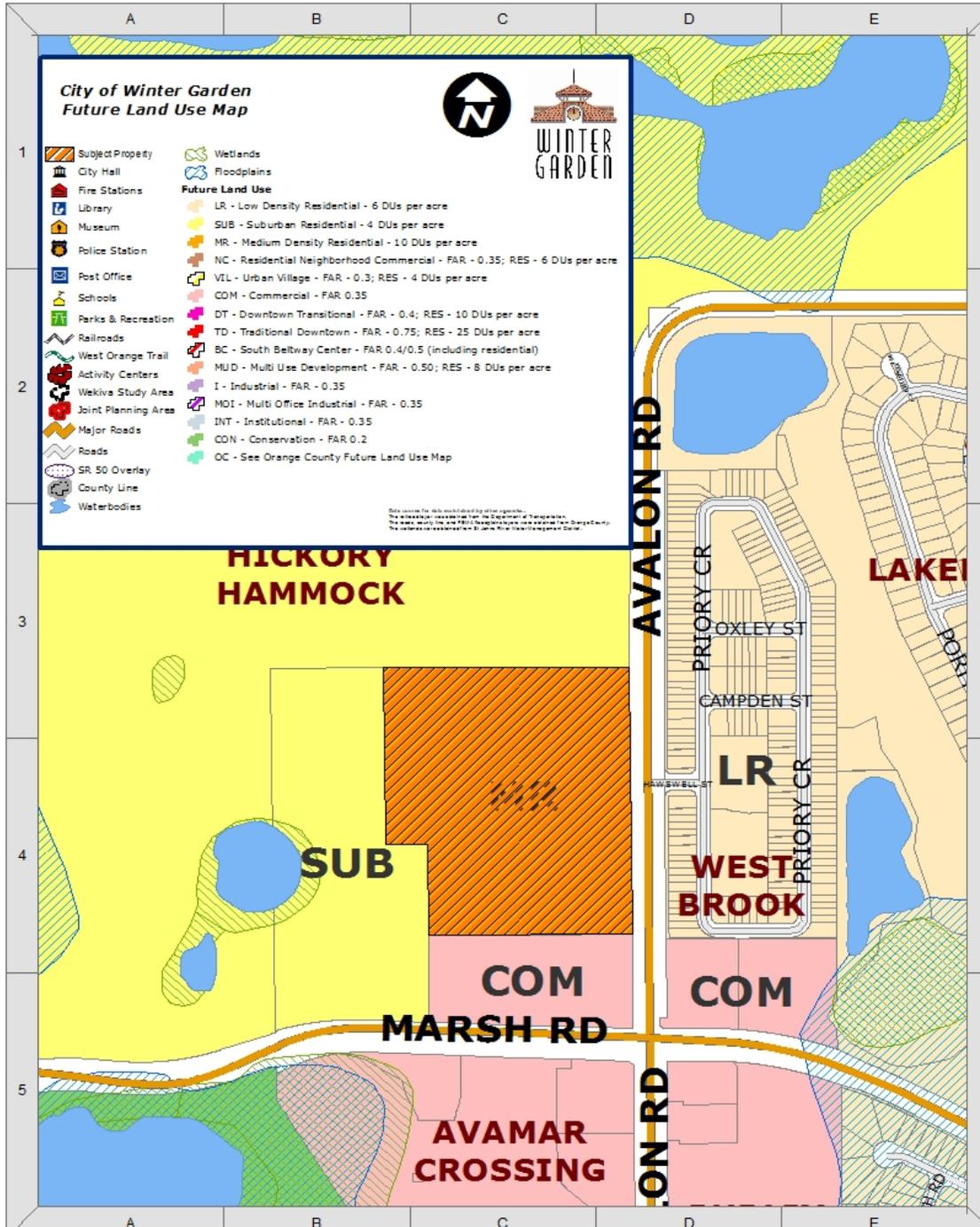
# ZONING MAP

## Avalon Reserve - Village 1



# FUTURE LAND USE MAP

## Avalon Reserve - Village 1



PROPOSED ELEVATIONS  
Avalon Reserve - Village 1



ROYAL OAK HOMES "HAWTHORNE" ELEV. # 2 - STONE



ROYAL OAK HOMES "MARSHALL" ELEV '2' STUCCO



ROYAL OAK HOMES. "PARKER". ELEV. # 2. STONE



ROYAL OAK HOMES • "TOWNSEND" • ELEV. #2 • STONE

**END OF STAFF REPORT**



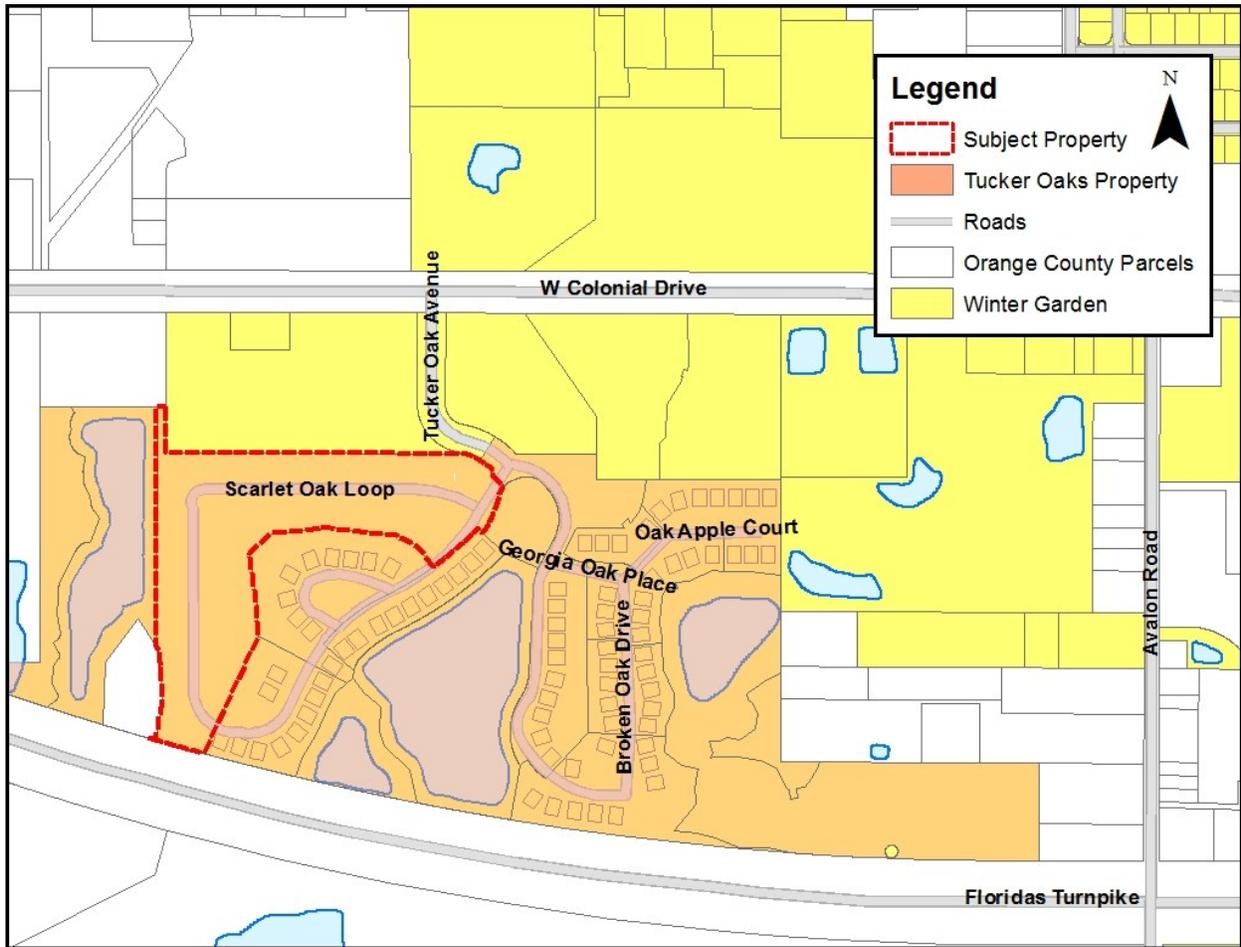


# LOCATION MAP

Ordinance 12-01

78.5 Acres

Tucker Oaks - PUD Amendment



## ORDINANCE 12-01

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION I AND SECTION II OF ORDINANCE 04-34 TUCKER PROPERTY PUD TO CONVERT TRIPLEX CONDOMINIUMS TO TWO-UNIT TOWNHOMES ON APPROXIMATELY 13.29 +/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF FLORIDA'S TURNPIKE AND SOUTH OF WEST COLONIAL DRIVE ON SCARLET OAK LOOP; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Tucker Oaks PUD)

**WHEREAS**, on July 24, 2004 the City Commission of the City of Winter Garden approved Ordinance 04-34, which rezoned approximately 78.5 acres of certain real property now commonly known as Tucker Oaks from County A-1 to City PUD; and

**WHEREAS**, the property owner, D.R. Horton, Inc. has requested to amend the approved PUD Plan for the Tucker Oaks PUD, converting triplex condominiums to two-unit townhomes on 13.29 acres of the 78.5 acre site; and

**WHEREAS**, Ordinance 04-34 allows for minor amendments to the Ordinance to be achieved by Resolution of the City Commission, and major amendments to the Ordinance to be approved by Ordinance of the City Commission; and

**WHEREAS**, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the adoption of this Ordinance and the proposed amendment to the Tucker Oaks PUD Plan is consistent with the City of Winter Garden Comprehensive Plan, and the City of Winter Garden Code of Ordinances, therefore;

### **BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

#### **SECTION 1:** *Amendments to Ordinance 04-34*

- a. ATTACHMENT "B" (the PUD Plan created by Glatting Jackson) referenced in Section 1 of Ordinance 04-34 is deleted and replaced with the Tucker Oaks Preliminary Plat attached hereto as Exhibit "A."
- b. ATTACHMENT "C" (Building Elevations) referenced in Section 1 of Ordinance 04-34 is deleted and replaced with Exhibit "B" attached hereto.

## **SECTION 2: *General Requirements***

- a. Staff Conditions-** All development on the 13.29 acre portion of the Tucker Oaks property which will be developed as two-unit townhomes must comply with the following staff conditions:
- (1) All portions of the potable water system and reclaimed water system located downstream of the master meter shall be owned and maintained by the Tucker Oaks Condominium Association and/or the Villas at Tucker Oaks Homeowner's Association, and will be sub-metered and residents billed by the association, not the City of Winter Garden.
  - (2) All 4 inch fire service lines located within the 13.29 acre portion of the Tucker Oaks PUD property which will be developed as two-unit townhomes must be removed; the existing fire protection main stub-out may remain in place below grade and be abandoned at the valve.
  - (3) Irrigation and maintenance of required yards will be performed on an overall basis by the Tucker Oaks Condominium Association and/or the Villas at Tucker Oaks Homeowner's Association, not by individual lot owners.
  - (4) No additional impervious area may be added to the stormwater system beyond that originally permitted for the master stormwater management system.
  - (5) A signed and sealed lot grading plan showing the finished floor elevation and lot grading of all units must be submitted prior to any construction approval, all lot numbers shown on the lot grading plan shall be consistent with the final plat.
  - (6) The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
  - (7) All work shall conform to City of Winter Garden standards and specifications.
  - (8) The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
  - (9) The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

- (10) No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others, including by way any development order or permit issued. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City shall not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
  
- (11) After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the building permit.

**SECTION 3: *Non-Severability.*** Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

**SECTION 4: *Effective Date.*** This Ordinance shall become effective upon adoption at its second reading.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2011.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2012.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
KATHY GOLDEN, City Clerk

Exhibit "A"

**COVER PAGE**

**TUCKER OAKS  
PRELIMINARY PLAT**

**NOVEMBER 2011**

**(14 PAGES - ATTACHED)**



D.R. HORTON TUCKER WINTER GARDEN

IN ADDITION TO THE NOTES BELOW, ALL NOTES SHOWN ON THE APPROVED PLANNED UNIT DEVELOPMENT PLAN, PRELIMINARY DEVELOPMENT PLAN FOR THE 24. HORTON TUCKER PROPERTY ALSO APPLY.

1. SEE ADDRESS: 8121 ACRES

2. EXISTING LAND USE: PARTIALLY CONSTRUCTED DEVELOPMENT

3. PROPOSED USES: SEPARATE TRIPLEX PROJECT SUBDIVISION - 255 TRIPLEX UNITS AND 360 TWO-UNIT TOWNHOMES

PREVIOUSLY APPROVED USE: DETACHED TRIPLEX PROJECT SUBDIVISION - 360 TRIPLEX UNITS

4. MINIMUM BUILDING SETBACKS:  
 LOT SIZE: 8547 ± TRIPS  
 SETBACK FROM BACK OF SIDEWALK: 2'0"  
 SETBACK FROM ADJACENT CORNER: 5'0"  
 SETBACK FROM ADJACENT RESIDENTIAL: 2'0"  
 SETBACK FROM LANE AND WETLANDS: 10'0"  
 BUILDING SEPARATION (INCLUDES COVERED PATIO OPTION):  
 FRONT TO FRONT: 10'0"  
 REAR TO REAR: 10'0"  
 SIDE TO SIDE: 10'0"

NOTE: SEE TRIPLEX UNIT DETAIL THIS SHEET FOR LOT SIZE/UNIT SIZE  
 SEE TWO UNIT TOWNHOME DETAIL THIS SHEET FOR LOT SIZE/UNIT SIZE

5. PROJECT MAY BE PLANNED IN MULTIPLE PHASES. LOT DEVELOPMENT WILL BE PHASED DURING FINAL DESIGNING.

6. THE APPLICANT MAY CHANGE THE ORDER OF DEVELOPMENT PHASES PROVIDED ANNUAL METEOROLOGICAL FORECASTS INCLUDING STORMWATER MANAGEMENT ARE IN PLACE AND ACCESS ROADS ARE MET EACH CONSTRUCTED PHASE SHALL BE SELF-SUPPORTING OR SUPPORTED BY A NEIGHBORS PHASE.

7. COMMON OPEN SPACE:  
 OPEN SPACE REQUIRED FOR APPROVED PD PLAN AND CITY CODE = 58  
 OPEN SPACE PROVIDED: 6.93 AC. = 30.31 x 0.23 = 6.96 AC.

8. LANDSCAPE/LIGHTING: EXISTING LANDSCAPE/LIGHTING PLANS WILL BE SUBMITTED WITH FINAL CONSTRUCTION PLANS.

9. PEDESTRIAN CIRCULATION: SEE THIS PLAN FOR PEDESTRIAN WALKWAY LOCATION AND WIDTH.

10. ON-SITE SEWERATION: WOOD HARDWOODS AND PASTURE

11. SEWERAGE: ALL SEWERAGE SHALL CONFORM WITH CITY OF WINTER GARDEN DESIGN STANDARDS AND THE MASTER SOAK POND PLAN.

12. EXISTING AND PROPOSED UTILITY EASEMENTS AS SHOWN

13. MAINTENANCE RESPONSIBILITIES: THE RESIDENTIAL STORMWATER MANAGEMENT FACILITIES (SEWER SPILL BASIN AND SOAK POND) SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION WITH EXPENSES TO THE CITY OF WINTER GARDEN.

14. THE PROPOSED AVERAGE DAILY TRAFFIC (ADT) IS BASED ON THE ITE SIXTH EDITION MANUAL. FOR TRAFFIC TRIP GENERATION FOR SINGLE FAMILY RESIDENCES:  
 255 TRIPLEX UNITS x 8.57 TRIPS/DAY = 2,184 TRIPS  
 360 TWO-UNIT TOWNHOMES x 4.57 TRIPS/DAY = 1,645 TRIPS  
 TOTAL ADT = 3,829 TRIPS

PREVIOUSLY APPROVED ADT: 360 TRIPLEX UNITS x 8.57 TRIPS/DAY = 3,120 TRIPS

15. PORTIONS OF THE PROJECT LIE WITHIN THE 100-YEAR FLOOD ZONE PER FEMA FIRM MAP COMMUNITY-FLOOD NUMBER 33000C0001. MANY REVERED 15A, 10L, 10M.

16. APPROXIMATELY 5.0 ACRES OF WETLAND ENCROACHMENTS ARE ANTICIPATED.

17. THE AERIAL MAP AND THE SURVEY INDICATE THE LOCATION OF ALL TREES.

18. LANDSCAPED TO BE IN ACCORDANCE WITH CITY OF WINTER GARDEN STANDARDS.

19. MINIMUM SQUARE FOOTAGE OF LIVING AREA = 1,000 SF.

20. PROPOSED RESIDENTIAL DENSITIES SHALL BE IN CONFORMANCE WITH THE APPROVED PD PLAN AND SPECIFICALLY:  
 340 TOTAL UNITS/87.21 ACRES = 3.93 UNITS/ACRE GROSS DENSITY  
 PREVIOUSLY APPROVED DENSITY:  
 360 TOTAL UNITS/97.21 ACRES = 4.01 UNITS/ACRE GROSS DENSITY

21. PROJECTED SCHOOL AGE POPULATION, BASED ON CALCULATION METHODOLOGY PROVIDED BY THE SCHOOL BOARD SHALL BE IN CONFORMANCE WITH THE APPROVED PD PLAN.

22. STORMWATER MANAGEMENT SHALL BE PROVIDED CONSISTENT WITH THE REQUIREMENTS OF THE WINTER GARDEN LAND DEVELOPMENT CODE AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

23. MASTER STORMWATER FACILITY WILL BE DESIGNED TO PROVIDE PRE-POST DIFFERENCE FOR THE 25-YEAR 24-HOUR STORM EVENT FOR DEVELOPED SIZE.

24. WATER AND WASTEWATER SERVICES TO BE PROVIDED BY THE CITY OF WINTER GARDEN.

25. MINIMUM WIDTH OF GRASS EASEMENTS SHALL BE 20'.

26. INTERNAL STREETS ARE PROPOSED TO BE PRIVATE, OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.

27. CONSERVATION AREAS SHALL BE PLANNED AS SEPARATE TRACTS TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.

28. ELECTRICITY WILL BE PROVIDED BY PROGRESS ENERGY OF FLORIDA. STREET LIGHTING WILL BE PROVIDED CONSISTENT WITH THE REQUIREMENTS OF THE WINTER GARDEN LAND DEVELOPMENT CODE.

29. APPROPRIATE LOT ELEVATION SHALL BE ADDED TO THE PLAT PRIOR TO RECORDING.

30. LANDSCAPE TRACTS OR LANDSCAPE AREAS WITHIN OTHER TRACTS MAY INCLUDE PLANTING, WELLS, SOUNDING LIGHTING AND TREASURED SUBJECT TO CITY OF WINTER GARDEN CODES.

31. ALL WALK, LANDSCAPE, AND SIGN EASEMENTS WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. INCLUDING ALL GRASS AND LANDSCAPING.

32. RECLAIMED WATER/TREATED EFFLUENT PROVIDED SOLELY BY THE CITY OF WINTER GARDEN WILL BE USED FOR IRRIGATION OF LANDSCAPED AREAS WHEN AVAILABLE. UNITS WITH RECLAIMED WATER IS AVAILABLE, THE RECLAIM SYSTEM WILL BE CONNECTED TO THE POTENTIAL WATER SYSTEM VIA A TEMPORARY JAMPER. SEPARATE METERS WILL BE INSTALLED FOR EACH UNIT FOR USE OF THE RECLAIM SYSTEM.

33. THE WATER AND SEWER LINES WITHIN THE RIGHT-OF-WAY AND ROAD TRACTS ONLY, WILL BE REDUCED TO THE CITY OF WINTER GARDEN.

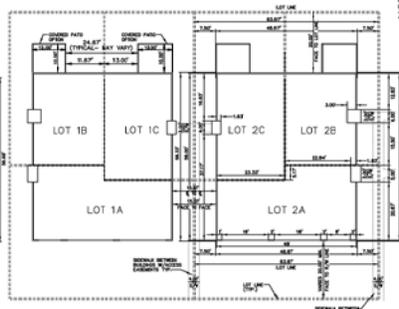
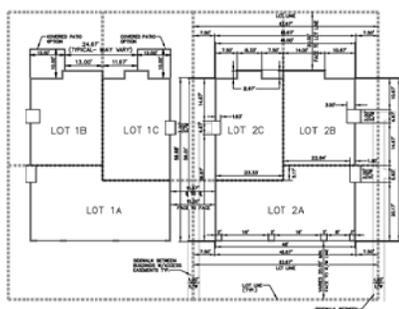
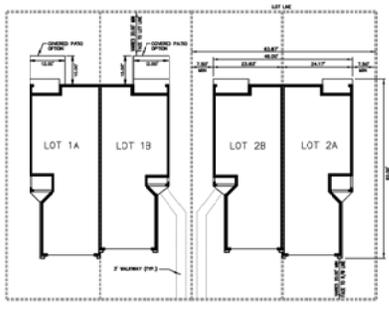
34. THE CITY WILL NOT BE RESPONSIBLE FOR INDIVIDUAL SERVICE LINES.

35. STORMWATER MANAGEMENT AREAS TRACTS WILL BE OWNED AND MAINTAINED BY THE OWNERS ASSOCIATION WITH EXPENSES DEDICATED TO CITY OF WINTER GARDEN AT THE TIME OF PLATTING.

36. ALL UTILITY AND DRAINAGE EASEMENTS ARE IN CONFORM AREA. SIGN EASEMENTS SHALL BE REDUCED TO THE CITY AT THE TIME OF PLATTING.

37. FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM OF ONE (1) FOOT ABOVE THE CALCULATED FLOOD ELEVATION FROM THE 100-YEAR FLOOD DESIGN STORM. ACCIDENTALLY FINISHED FLOOR ELEVATIONS SHALL ALSO BE 1' ABOVE WINTER GARDEN GRADE FOR ALL TYPE "A" AND "B" LOTS. TYPE "C" FINISHED FLOOR ELEVATIONS TO BE A MINIMUM OF ONE (1) FOOT ABOVE THE HIGHEST DESIGN ELEVATION IN THE BUILDING ENVELOPE.

38. ALL ENCROACHMENTS INTO AREAS CLAIMED AS RESIDENTIAL WETLAND BY FL. GOV. UNDER WATER MANAGEMENT DISTRICT, ANNE CORN OF DESIGNER, AND AN FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (AS AUTHORIZED BY FL. GOV. UNDER WATER MANAGEMENT DISTRICT) SHALL BE REDUCED TO THE CITY OF WINTER GARDEN AND PERMIT CONDITIONS OF THE APPLICABLE REGULATORY AGENCY AND CONSISTENT WITH THE CITY'S LAND DEVELOPMENT CODE.



PHASE 2  
TWO UNIT TOWNHOMES

PHASE 1  
TRI-PLEX UNITS

PHASE 2  
TRI-PLEX UNITS

NOTES CONTINUED:

- 38. AREA BREAKDOWN:  
 CONSERVATION TRACTS = 13.59 AC.  
 PRESERVED WETLANDS = 17.51 AC.  
 PROPOSED TRACTS = 20.48 AC.  
 RIGHT-OF-WAY = 20.48 AC.  
 PRIVATE RIGHT-OF-WAY = 1.08 AC.  
 COMMON RECREATION AREA = 1.08 AC.  
 STORM MANAGEMENT AREA TRACTS = 15.58 AC.  
 CITY OPEN SPACE = 6.93 AC.  
 TOTAL = 97.21 AC.
- 39. METALAD AREA BREAKDOWN:  
 IMPROVED METALAD = 5.03 AC.  
 TOTAL METALAD = 17.51 AC.  
 OTHER IMPACTS = 0.24 AC.
- 40. A "TODD-DIVERT" SENSE MUST BE INSTALLED AT ALL GATES FOR THE CITY OF WINTER GARDEN THE GOVERNMENT REQUIREMENTS.
- 41. ALL DRIVEWAYS WILL COMPLY WITH APPENDIX A SECTION 210 (1) OF THE CITY CODE GOVERNING DRIVEWAYS.
- 42. A LETTER FROM THE ORANGE COUNTY PUBLIC SCHOOLS STATING THAT CAPACITY IS AVAILABLE FOR THIS DEVELOPMENT PRIOR TO START OF CONSTRUCTION.
- 43. THE FOLLOWING VARIANCES ARE REQUESTED:  
 VARIANCE TO ALLOW THE REAR SETBACK ON UNITS 123, 123 THROUGH 126, 128 AND 129 TO BE LESS THAN 25' AS SPECIFIED IN THE CODE.  
 VARIANCE TO ALLOW THE REAR SETBACK REQUEST IS BASED SOLELY ON THE EXISTING CIRCUMSTANCES PHASE 1 AND 2. THE REAR SETBACKS WILL ALSO BE IN ACCORDANCE WITH THE CITY OF WINTER GARDEN CODES WITH RESPECT TO THE COVERED PATIO SLAB. DO NOT EXCEED MORE THAN 12" INTO THE REAR SETBACK AND ARE ASSUMED TO BE INCLUDED IN THE VARIANCE ABOVE. NEITHER ARE WE NOT REQUESTING A SEPARATE VARIANCE FOR THESE COVERED PATIOS. ADDITIONALLY THE COVERED PATIOS WILL ADD VALUE TO THE TRACT AND COMMUNITY AS A WHOLE AND ADD ADDITIONAL SALES OPPORTUNITIES FOR THE TRACT. SUBJUNCT TO THE CITY REQUEST THE TABLE BELOW INDICATES THE DISTANCES FROM THE REAR LOT LINE TO THE UNITS.

DISTANCE FROM REAR LOT LINE	SETBACK
121	18.3'
123	23.6'
124	17.1'
125	11.1'
126	24.2'
128	21.5'
129	20.1'



OPTIONAL COVERED PATIO

- LOTS ALLOWED: 30, 31, 32 & 33B
- LOTS NOT ALLOWED: 30, 31, 32 & 33B

A VARIANCE OF THE PATIO SLABS CAN BE ACCOMMODATED FOR UNITS 1 AND 2. THIS VARIANCE WILL BE BASED ON THE EXISTING CIRCUMSTANCES PHASE 1 AND 2. THE REAR SETBACKS WILL ALSO BE IN ACCORDANCE WITH THE CITY OF WINTER GARDEN CODES WITH RESPECT TO THE COVERED PATIO SLAB. DO NOT EXCEED MORE THAN 12" INTO THE REAR SETBACK AND ARE ASSUMED TO BE INCLUDED IN THE VARIANCE ABOVE. NEITHER ARE WE NOT REQUESTING A SEPARATE VARIANCE FOR THESE COVERED PATIOS. ADDITIONALLY THE COVERED PATIOS WILL ADD VALUE TO THE TRACT AND COMMUNITY AS A WHOLE AND ADD ADDITIONAL SALES OPPORTUNITIES FOR THE TRACT. SUBJUNCT TO THE CITY REQUEST THE TABLE BELOW INDICATES THE DISTANCES FROM THE REAR LOT LINE TO THE UNITS.

OPTIONAL COVERED PATIO

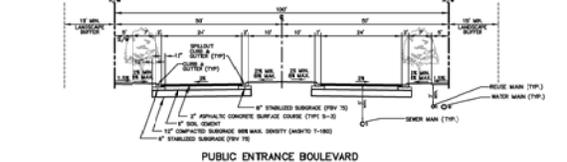
- 55-08B ALLOWED
- 88A-100 NOT ALLOWED
- 101-130 \*

\* SEE VARIANCE REQUEST

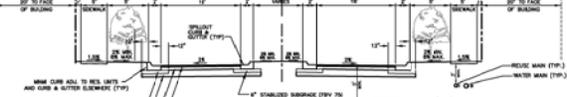


PATIO DETAIL

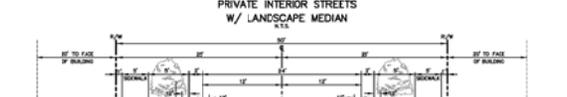
BUILDING / LOTTING DETAILS



PUBLIC ENTRANCE BOULEVARD



PRIVATE INTERIOR STREETS W/ LANDSCAPE MEDIAN



PRIVATE INTERIOR STREETS



TYPICAL POND SECTION



**CONSTRUCTION**

**DONALD W. MCINTOSH ASSOCIATES, INC.**  
 ENGINEERS  
 2020 PARK AVENUE NORTH, WINTER GARDEN, FLORIDA 32789 (407) 644-0088

**TUCKER OAKS**  
 CITY OF WINTER GARDEN, FLORIDA

**NOTES & TYPICAL SECTIONS**

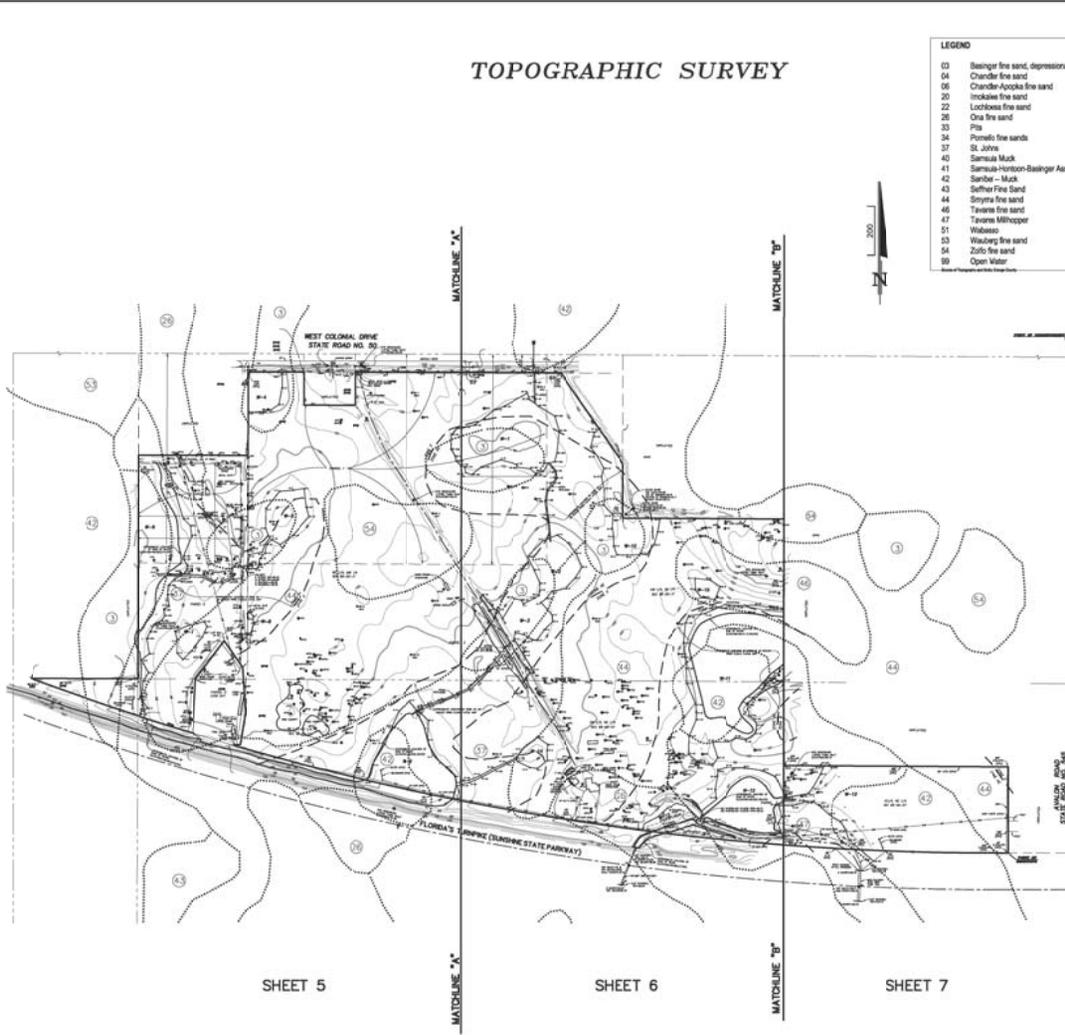
2 of 12

DATE: 11/27/24  
 DRAWN BY: MFC  
 CHECKED BY: JDM  
 SCALE: AS SHOWN  
 DATE: 7/23/24

NO. 1: 11/27/24 PER CITY COMMENTS OF 10/17/24, REVISIONS  
 NO. 2: 11/27/24 PER CITY COMMENTS OF 10/17/24, REVISIONS  
 NO. 3: 11/27/24 PER CITY COMMENTS OF 10/17/24, REVISIONS  
 NO. 4: 11/27/24 PER CITY COMMENTS OF 10/17/24, REVISIONS  
 NO. 5: 11/27/24 PER CITY COMMENTS OF 10/17/24, REVISIONS  
 NO. 6: 11/27/24 PER CITY COMMENTS OF 10/17/24, REVISIONS



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### TOPOGRAPHIC SURVEY

**LEGEND**

03	Blangee fine sand, depression
04	Chandler fine sand
06	Chandler/Asoka fine sand
20	Inokawa fine sand
22	Lockless fine sand
26	Ota fine sand
33	Flit
34	Pomali fine sands
37	St. Johns
40	Samsuih Muck
41	Samsuih-Horton-Balinger Association, depression
42	Sarber - Muck
43	Softest Fine Sand
44	Smyrna fine sand
46	Tavone fine sand
47	Tampa Millhopper
51	Wabasso
53	Wauberg fine sand
54	Zolfo fine sand
99	Open Water

**LEGEND**

SYMBOL	ABBREVIATION
1	1" = 100'
2	2" = 100'
3	3" = 100'
4	4" = 100'
5	5" = 100'
6	6" = 100'
7	7" = 100'
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97	97" = 100'
98	98" = 100'
99	99" = 100'
100	100" = 100'

**SURVEYOR'S NOTES**

1. This drawing is a plan view of the existing conditions of the site. It is not intended to show the proposed improvements or the location of any proposed structures.

2. The elevations shown on this drawing are based on the datum of Mean Sea Level (MSL). The datum for this project is the datum of the Florida Turnpike (Sunshine State Parkway).

3. The horizontal distance between any two points on this drawing is based on the datum of Mean Sea Level (MSL).

4. The vertical distance between any two points on this drawing is based on the datum of Mean Sea Level (MSL).

5. The area shown on this drawing is based on the datum of Mean Sea Level (MSL).

6. The area shown on this drawing is based on the datum of Mean Sea Level (MSL).

7. The area shown on this drawing is based on the datum of Mean Sea Level (MSL).

8. The area shown on this drawing is based on the datum of Mean Sea Level (MSL).

9. The area shown on this drawing is based on the datum of Mean Sea Level (MSL).

10. The area shown on this drawing is based on the datum of Mean Sea Level (MSL).

**NOT FOR CONSTRUCTION**

**DONALD W. McINTOSH ASSOCIATES, INC.**  
 ENGINEERS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 544-0088

**TUCKER OAKS**  
 CITY OF WINTER GARDEN, FLORIDA  
 EXISTING CONDITIONS KEYMAP

DRAWN BY: JLG  
 CHECKED BY: MA  
 DESIGNED BY: DS  
 DATE: 8/14/23  
 SCALE: 1" = 200'  
 JOB NUMBER: 23004  
 NO. DATE DESCRIPTION REVISED

DRAWING EXCLUDING SHEET 4 of 12

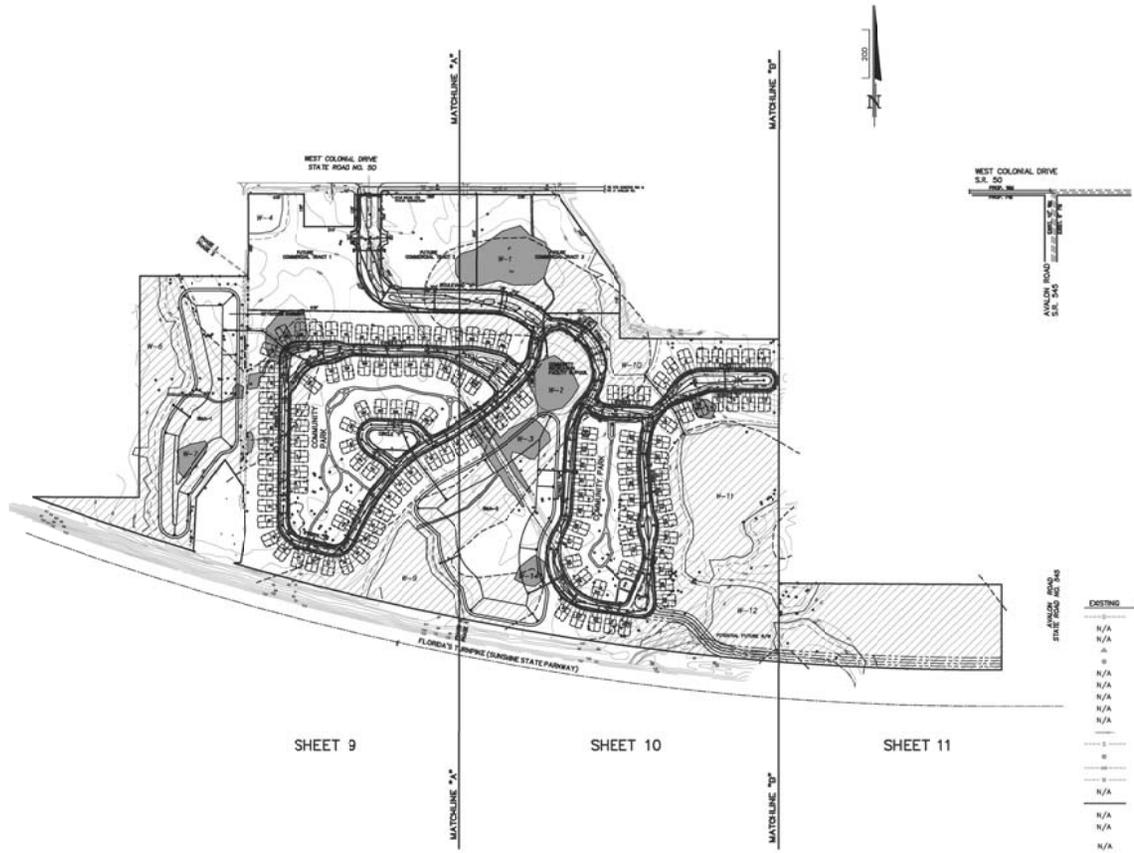






15175 PROJECT NUMBER 15175  
 15175 SHEET NUMBER 8 OF 12  
 15175 DATE 05/20/2014  
 15175 PROJECT NAME TUCKER OAKS  
 15175 SHEET TITLE TUCKER OAKS

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**LEGEND**

EXISTING	ITEM (STRUCTURE DESIGNATION)	PROPOSED
---	DRAINAGE LINE	—○—
N/A	DRAINAGE EASEMENT	D.E.
N/A	HIGH POINT	HP
○	CURB INLET	●
○	DRAINAGE MANHOLE	●
N/A	MITERED END SECTION	●
N/A	CONTROL STRUCTURE	●
N/A	DISCHARGE STRUCTURE	●
N/A	LOT GRADING TYPE	●
N/A	POND SLOPE INDICATOR	●
---	SURFACE DRAINAGE DIRECTION	→
---	SANITARY SEWER LINE	—●—
○	SANITARY SEWER MANHOLE	●
---	WATER VALVE	—●—
---	DOMESTIC WATER	—●—
N/A	FIRE HYDRANT ASSEMBLY	—●—
N/A	SOILS BOUNDARIES	N/A
N/A	BLOW-OFF VALVE	N/A
N/A	ACCESS POINT	N/A
N/A	WETLAND IMPACT BY DEVELOPMENT	N/A
N/A	FEMA FIRM 100Y/FLOOD	N/A
---	EXISTING CONTOUR	N/A

**NOT FOR CONSTRUCTION**

 <b>DONALD W. McINTOSH ASSOCIATES, INC.</b> ENGINEERS PLANNERS SURVEYORS	<b>TUCKER OAKS</b> CITY OF WINTER GARDEN, FLORIDA <b>SITE PLAN KEYMAP</b>	DRAWN BY M.C.	DESIGNED BY D.M.	DATE 5/20/14	SCALE 1"=50'	JOB NUMBER 2014	REV. DATE REVISIONS
	DONALD W. McINTOSH ASSOCIATES, INC. SURVEYORS 2000 PARK AVENUE, NORTH, WINTER PARK, FLORIDA 32789 (407) 644-0088 LICENSE NO. 17250-CH REG. CITY COMMERCE OF FLA./CA LICENSE NO. 18 LICENSE NO. 18						

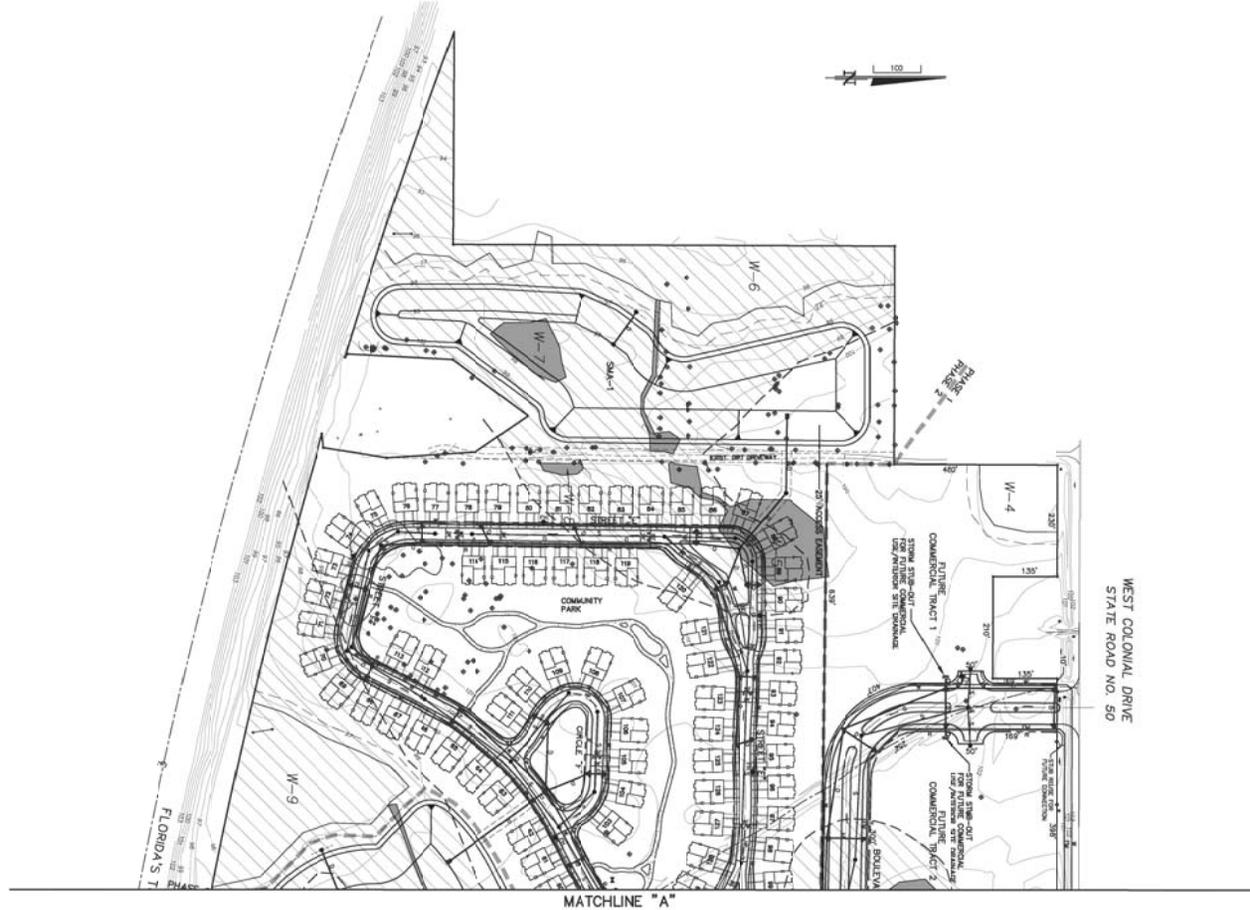
**8 of 12**

**AS APPROVED**



10/1/24  
 DONALD W. McINTOSH ASSOCIATES, INC.  
 2000 PARK AVENUE, NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
 WWW.DONALDMCINTOSH.COM

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NOT FOR CONSTRUCTION

DRAWING SITE PLAN	TUCKER OAKS CITY OF WINTER GARDEN, FLORIDA	DONALD W. McINTOSH ASSOCIATES, INC. ENGINEERS 2000 PARK AVENUE, NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068	DRAWN BY MJC	CHECKED BY DMK	DATE 5/2/24	SCALE 1"=50'	JOB NUMBER 35243	REVISIONS	
								NO.	DATE
SHEET	SITE PLAN							1	1/27/24
								NO.	DATE
9 of 12									

AS APPROVED







PROJECT: TUCKER OAKS  
 DRAWING: AERIAL PLAN  
 DATE: 07/20/11

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RECORD DRAWING CERTIFICATION FOR PHASE  
 I, DONALD W. McINTOSH, being duly sworn, certify that this drawing was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Florida, License No. 12000, and that I am the author of this drawing.

RECORD DRAWING CERTIFICATION FOR PHASE  
 I, DONALD W. McINTOSH, being duly sworn, certify that this drawing was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Florida, License No. 12000, and that I am the author of this drawing.

DONALD W. McINTOSH  
 ENGINEER  
 LICENSE NO. 12000  
 STATE OF FLORIDA

NO.	DATE	DESCRIPTION	BY

**DONALD W. McINTOSH ASSOCIATES, INC.**  
 ENGINEERS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 944-0088

DATE: 7/20/11  
 SCALE: 4"=100'  
 DRAWN BY: JMK  
 CHECKED BY: JMK  
 JOB NUMBER: 70042

**TUCKER OAKS**  
 CITY OF WINTER GARDEN, FLORIDA  
 AERIAL PLAN

**12 of 12**

AS APPROVED

Exhibit "B"

**COVER PAGE**

**TUCKER OAKS  
BUILDING ELEVATIONS**

**NOVEMBER 2011**

**(1 PAGE - ATTACHED)**



Elevation A



# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 • (407) 656-4111

# STAFF REPORT

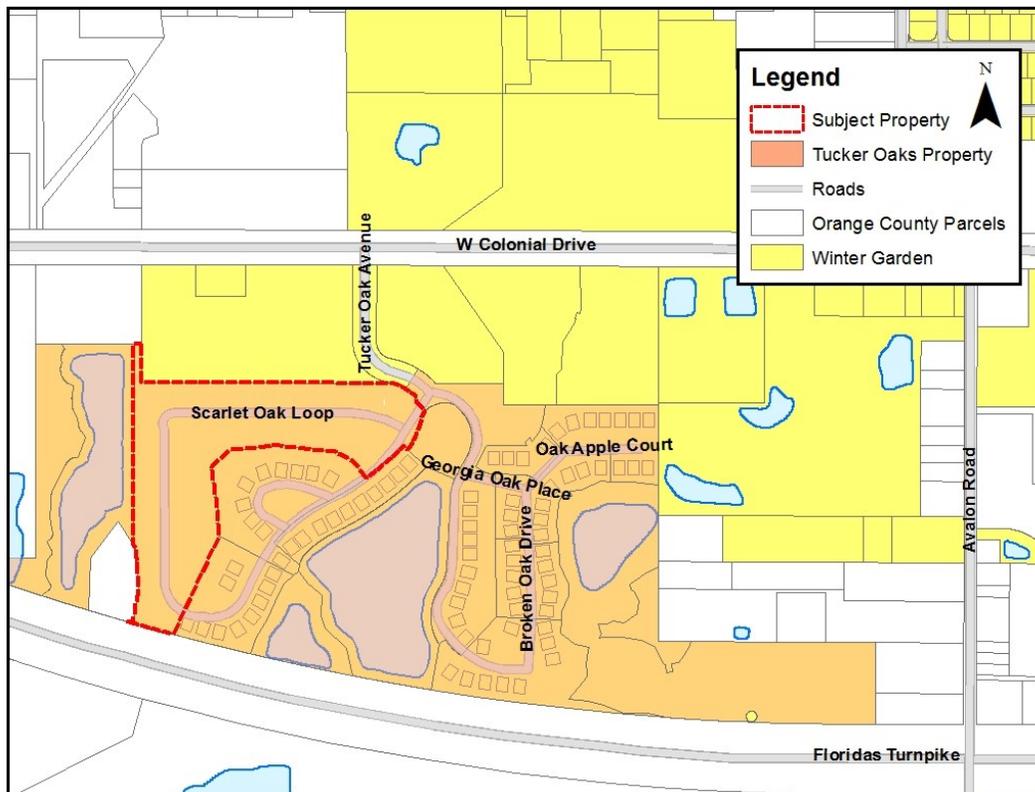
**TO:** PLANNING AND ZONING COMMITTEE  
**PREPARED BY:** LAURA SMITH, SENIOR PLANNER  
**DATE:** NOVEMBER 28, 2011  
**SUBJECT:** AMENDMENT TO PLANNED UNIT DEVELOPMENT (PUD)  
**Tucker Oaks (78.5+/- ACRES)**  
**PARCEL ID # 28-22-27-8781-00-020**

**APPLICANT:** D.R. HORTON, INC.

### INTRODUCTION

The purpose of this report is to evaluate the proposed PUD Amendment for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property, located north of Florida's Turnpike and south of West Colonial Drive on Scarlet Oak Loop, is a 13.29± acre portion of the 78.5± acre Tucker Oaks Property. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to amend the PUD Plan for the Tucker Oaks Property which was adopted by Ordinance 04-34 (rezoning 78.5± acres of land from County A-1 to City PUD) to allow for the construction of two-unit townhomes in place of tri-plex condominiums. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation PUD (Planned Unit Development) in the City of Winter Garden. The subject property is designated Medium Density Residential on the Future Land Use Map of the Comprehensive Plan.

### **EXISTING USE**

The 78.5± acre Tucker Oaks Property has been partially platted for 252 triplex condominium units on approximately 61± acres, 213 triplex condominium units have been constructed to date and 39 triplex condominium units have not yet been constructed; approximately 13.29± acres have not yet been platted.

### **ADJACENT LAND USE AND ZONING**

The properties located to the north of the Tucker Oaks Property are made up of vacant commercial (C-2) and developed residential (R-3) apartment homes (Winter Woods Apartments) within the City of Winter Garden. The Tucker Oaks Property abuts Florida's Turnpike on the south side of the property, and abuts vacant commercial (C-1) and agricultural (A-1) lands within the Town of Oakland on the west side. The properties located to the east of the Tucker Oaks Property consist of vacant agricultural (A-1) lands and a single family residence (A-1) located in Unincorporated Orange County, and developed residential (R-3) apartment homes (Country Gardens Apartments) in the City of Winter Garden.

### **PROPOSED USE**

The applicant proposes to amend the approved PUD Plan for the 78.5 ± acre Tucker Oaks Property to allow the unplatted portion of the property to be constructed as two-unit townhomes instead of triplex condominiums. The PUD Plan adopted for the Tucker Oaks Property in conjunction with the PUD rezoning of the property by Ordinance 04-34 allowed for the construction of 390 triplex condominium units, the applicant proposes to amend the approved PUD Plan to allow for a total of 345 units, which would be comprised of 255 triplex condominium units (which have been platted) and 90 two-unit townhomes.

### **PUBLIC FACILITY ANALYSIS**

Infrastructure in the form of roads, water, sewer, and reclaimed water systems have been installed to support the approved triplex condominiums. The applicant proposes to construct a townhome product with a similar footprint to the approved triplex condominium units and therefore will require little modification to the existing facilities on the property.

The following modifications to the existing facilities will be necessary to accommodate the property being used for 90 two-unit townhomes instead of 135 triplex condominium units:

- All portions of the potable water system and reclaimed water system located downstream of the master meter will be owned and maintained by the Homeowner's/Condominium Owner's Association, and will be sub-metered and residents billed by the association.
- All 4 inch fire service lines located within the 13.29 acre portion of the Tucker Oaks Property which will be developed as two-unit townhomes must be removed; the existing fire protection main stub-out may remain in place below grade and be abandoned at the valve.

#### **SUMMARY**

City Staff recommend approval of the proposed Ordinance. Amending the PUD Plan for the Tucker Oaks Property to allow for two-unit townhomes to be constructed in place of triplex condominiums on a 13.29± acre portion of the 78.5± acre site is consistent with the City's Comprehensive Plan and the City of Winter Garden Code of Ordinances. The proposed amendment to the approved PUD Plan is a reasonable and less intensive use of the land which would result in an overall decrease in the density of the Tucker Oaks PUD from 4.97 units per acre to 4.39 units per acre, further the proposed amendment would not generate an increase in traffic volume or demand on public facilities beyond that which was approved for the property.

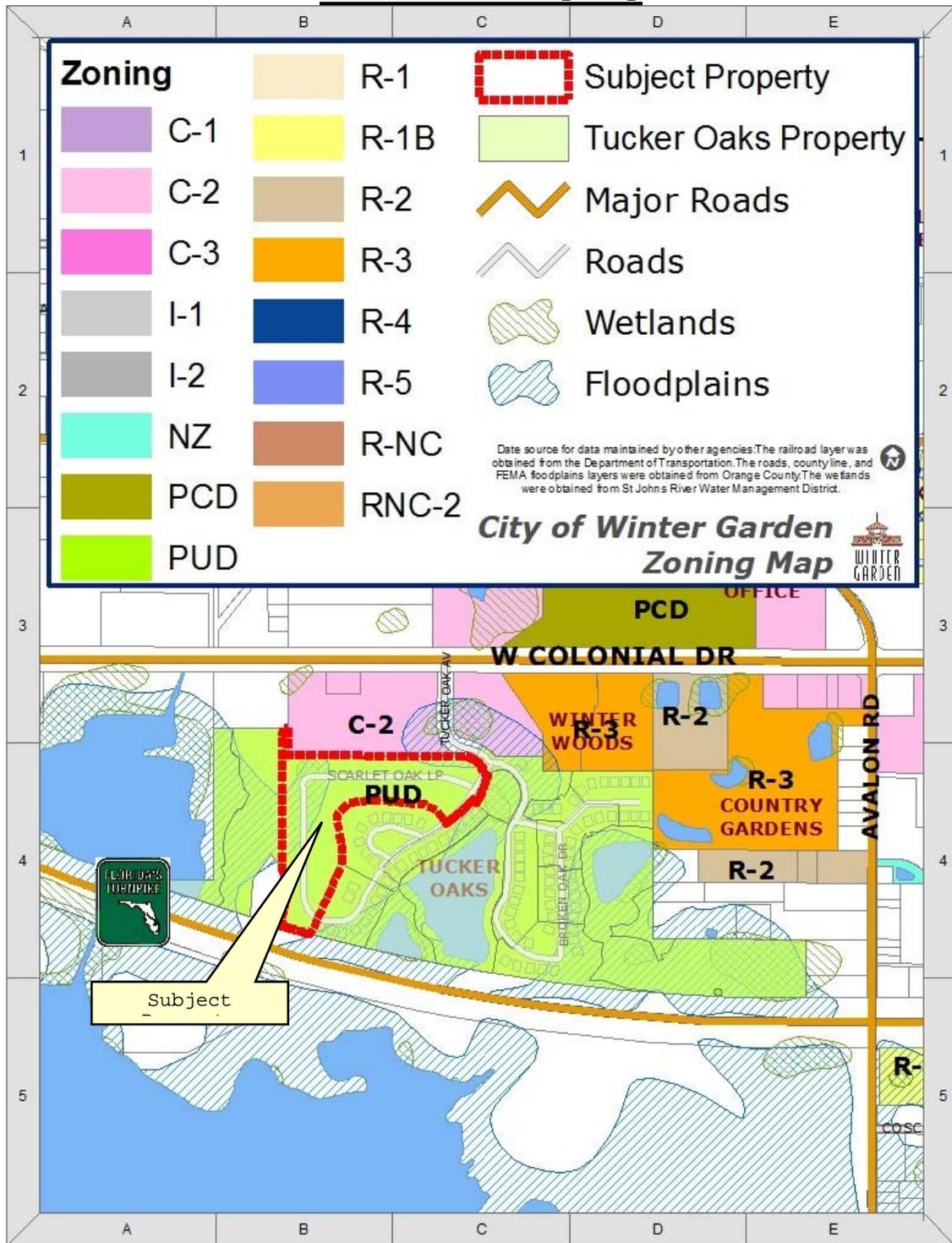
Staff has coordinated with the applicant to ensure that the amendment to the PUD Plan will be consistent with the existing condominium community both in the scale and size of the townhome buildings as well as substantially conforming to the architectural style of the existing condominium community.

#### **MAPS**

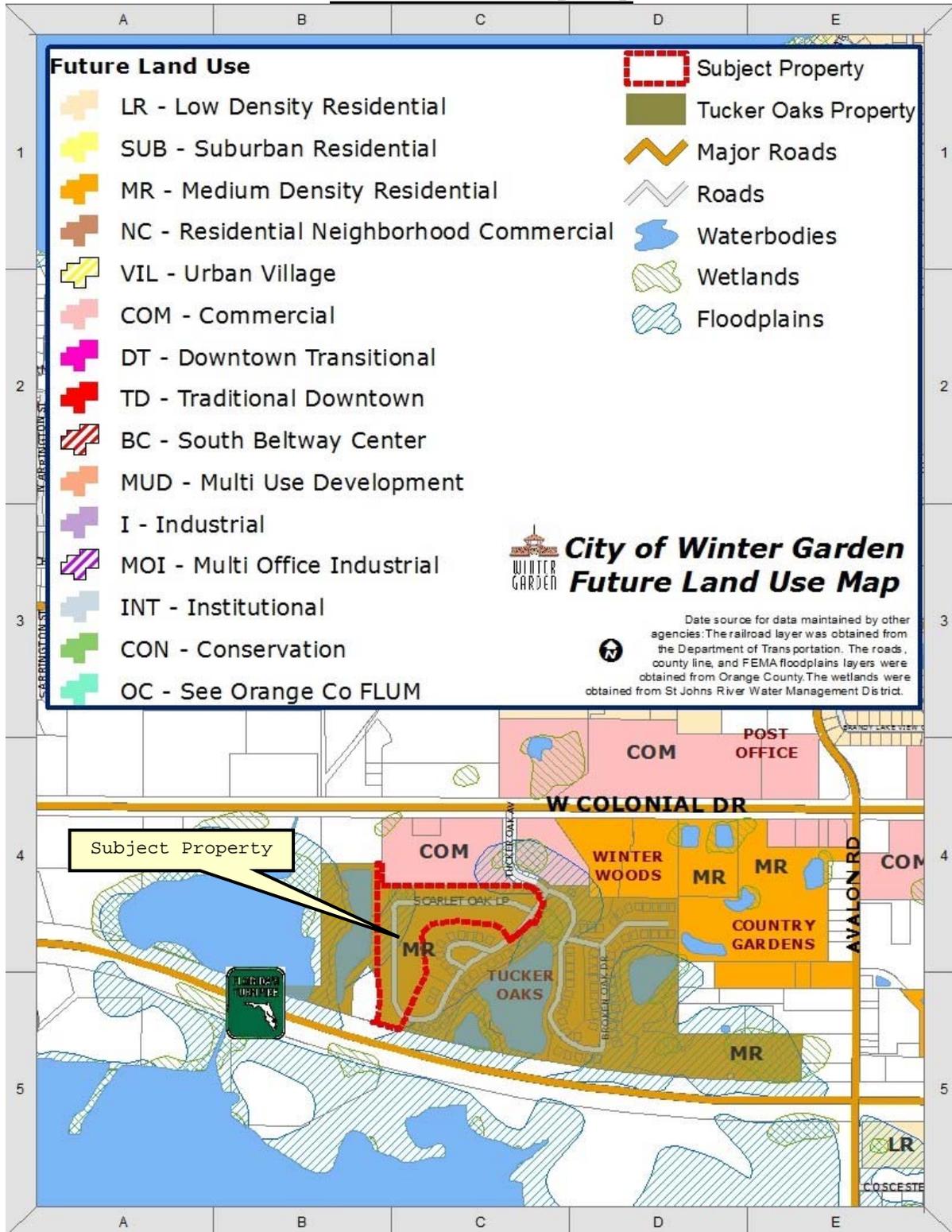
**AERIAL PHOTO**  
**Tucker Oaks Property**



## ZONING MAP Tucker Oaks Property



**FUTURE LAND USE MAP  
Tucker Oaks Property**



**END OF STAFF REPORT**

NOT FOR  
CONSTRUCTION

DONALD W. McINTOSH  
ASSOCIATES, INC.  
REGISTERED PROFESSIONAL  
SURVEYOR  
CERTIFICATE OF  
AUTHORIZATION NO. 68  
DAVID T. KELLY  
FLORIDA P.E. NO. 43325  
DATE:

# PRELIMINARY PLAT

# TUCKER OAKS

## FORMERLY KNOWN AS TUCKER RANCH

## WINTER GARDEN, FLORIDA

PARCEL ID: 28-22-27-0000-00-028  
PARCEL ID: 28-22-27-0000-00-012  
PARCEL ID: 28-22-27-0000-00-034

PREPARED FOR

## D.R. HORTON CUSTOM HOMES

5850 T. G. LEE BOULEVARD, SUITE 600  
SUITE 4000  
ORLANDO, FL 32822  
(407) 857 9101

DESCRIPTION (FURNISHED BY CLIENT):

PARCEL #1:

Lying and being in Orange County, Florida, and being the North 860 feet (less the West 450 feet) of the NE 1/4 of the NW 1/4 of Section 28, Township 22 South, Range 27 East (less the North 75 feet for State Road 50) and less: Begin 436 feet West of the NE corner of the NW 1/4 run West 210 feet, South 210 feet, East 210 feet, and North 210 feet to the point of beginning. Also the West 348.66 feet of the North 860 feet of the NW 1/4 of Section 28, Township 22 South, Range 27 East (less the North 75 feet for State Road 50), of the Public Records of Orange County, Florida.

PARCEL #2:

Beginning at the Northeast corner of Section 28, Township 22 South, Range 27 East, run South on the East line of said Section 2016.8 feet more or less to the North right of way line of the Sunshine State Parkway; thence West 400 feet more or less along the North right of way line of the Sunshine State Parkway to a point of beginning; thence North 353.8 feet more or less; thence West 925.2 feet more or less; thence North 1001 feet more or less to the Northeast corner of the Southeast quarter of the Northwest quarter of the Northeast quarter of the said section, thence West 663.2 feet more or less to the Northwest corner of the Southeast quarter of the Northwest quarter of the Northeast quarter of the said section, thence North 221.3 feet more or less to a stake on the 10 acre line 445 feet South of the Northwest corner of the Northeast quarter of the Northwest quarter of the Northeast quarter of the said section, thence North 34 degrees 10 minutes West 450 feet more or less to the South right of way line of State Road #50, thence West 413 feet more or less along the South right of way line of State Road #50 to the West line of the Northeast quarter of the said section, thence West 436 feet along the South right of way line of State Road #50, thence South 135 feet, thence West 210 feet, thence North 135 feet, thence West 224 feet more or less along the South right of way line of State Road #50 to a point 450 feet East of the East line of the Northwest quarter of the Northwest quarter of the said section; thence South 341 feet, thence West 450 feet to the East line of the Northwest quarter of the Northwest quarter of the said section; thence South 30 feet on the East line of the Northwest quarter of the Northwest quarter of the said section, thence East 420 feet; thence South 414 feet; thence West 420 feet to the East line of the Northwest quarter of the Northwest quarter of the said section; thence South 460 feet more or less to the Northwest corner of the Southeast quarter of the Northwest quarter of the said section, thence West 448 feet more or less to the North right of way line of the Sunshine State Parkway; thence Easterly along the North right of way line of said Sunshine State Parkway to the point of beginning.

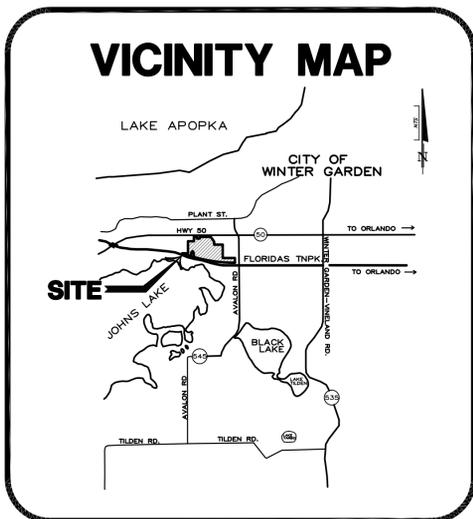
LESS: Begin 237.3 feet East of Southwest corner of Northeast quarter of Northwest quarter, run South 2 degrees 45 minutes West 218.9 feet, thence East 37 degrees 20 minutes South 100 feet, thence East 6 degrees 25 minutes North 114.5 feet, thence North 8 degrees 50 minutes East 133.2 feet, thence North 4 degrees West 184 feet, thence North 34 degrees 40 minutes West 132.1 feet, thence South 36 degrees 10 minutes West 194.4 feet to point of beginning. And a 30' road across the Westerly portion of the above described property for egress and ingress to last described lessed out land.

ALSO LESS: The North 860.0 feet (Less the West 450.0 feet) of the Northeast quarter of the Northwest quarter of Section 28, Township 22 South, Range 27 East; Also the West 348.66 feet of the North 860.0 feet of the Northwest quarter of the Northeast quarter of Section 28, Township 22 South, Range 27 East. All of the Public Records of Orange County, Florida.

PARCEL #3:

The South 414 feet of the North 860 feet of the West 420 feet of the NE 1/4 of NW 1/4 of Section 28, Township 22 South, Range 27 East, of the Public Records of Orange County, Florida.

Containing 97.211 acres more or less and being subject to any rights-of-way, restrictions and easements of record.



MAY 10, 2004  
REVISED NOVEMBER 10, 2011

 DONALD W. McINTOSH ASSOCIATES, INC.  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

### SHEET INDEX

1	COVER SHEET
2	NOTES & TYPICAL SECTIONS
3	BOUNDARY SURVEY
4-7	EXISTING CONDITIONS
8-11	SITE PLAN
8A	OVERALL SITE PLAN
9A	TOWNHOMES PLAN
12	AERIAL

SHT OF PROJECT: TUCKER OAKS  
1 12  
INT VOID  
DATE: \_\_\_\_\_ NOTE: \_\_\_\_\_  
VOID DATE: \_\_\_\_\_

D.R. HORTON TUCKER WINTER GARDEN

IN ADDITION TO THE NOTES BELOW, ALL NOTES SHOWN ON THE APPROVED PLANNED UNIT DEVELOPMENT PLAN, PRELIMINARY DEVELOPMENT PLAN FOR THE D.R. HORTON/TUCKER PROPERTY ALSO APPLY.

1. SITE ACREAGE: 97.21 ACRES
2. EXISTING LAND USE: PARTIALLY CONSTRUCTED DEVELOPMENT
3. PROPOSED USES: DETACHED TRIPLEX PRODUCT SUBDIVISION - 255 TRI-PLEX UNITS AND 90-TWO UNIT TOWNHOMES.

PREVIOUSLY APPROVED USES: DETACHED TRIPLEX PRODUCT SUBDIVISION - 390 TRI-PLEX UNITS

4. MINIMUM BUILDING SETBACKS:

- LOT SIZE: 63.67' x 71.68'
- SETBACK FROM BACK OF SIDEWALK: 21'
- SETBACK FROM ADJACENT COMMERCIAL: 40'
- SETBACK FROM ADJACENT RESIDENTIAL: 20'
- SETBACK FROM LAKES AND WETLANDS: 25'
- BUILDING SEPARATION (INCLUDES COVERED PATIO OPTION):
  - FRONT TO FRONT: 90'
  - SIDE TO SIDE: 15'
  - REAR TO REAR: 30'
  - SIDE TO REAR: 50'

NOTE: SEE TRI-PLEX UNIT DETAIL THIS SHEET FOR LOT SIZE/UNIT SIZE

SEE TWO UNIT TOWNHOME DETAIL THIS SHEET FOR LOT SIZE/UNIT SIZE

5. PROJECT MAY BE PLATTED IN MULTIPLE PHASES. LOT DEVELOPMENT WILL BE PHASED DURING FINAL ENGINEERING.

6. THE APPLICANT MAY CHANGE THE ORDER OF DEVELOPMENT PHASES PROVIDED ADEQUATE INFRASTRUCTURE IMPROVEMENTS INCLUDING STORMWATER MANAGEMENT ARE IN PLACE AND ACCESS ROADS ARE MET. EACH CONSTRUCTED PHASE SHALL BE SELF-SUPPORTING OR SUPPORTED BY A PREVIOUS PHASE.

7. COMMON OPEN SPACE:

- OPEN SPACE REQUIRED PER APPROVED PD PLAN AND CITY CODE = 5%
- = 97.21 X 0.05 = 4.86 AC.
- OPEN SPACE PROVIDED: 8.95 AC.

8. LANDSCAPE/LIGHTING: INTERNAL LANDSCAPE/LIGHTING PLANS WILL BE SUBMITTED WITH FINAL CONSTRUCTION PLANS.

9. PEDESTRIAN CIRCULATION: SEE THIS PLAN FOR PEDESTRIAN WALKWAY LOCATION AND WIDTHS.

10. ON-SITE VEGETATION: MIXED HARDWOODS AND PASTURE

11. SIGNAGE: ALL SIGNAGE SHALL CONFORM WITH CITY OF WINTER GARDEN DESIGN STANDARDS AND THE MASTER SIGN PLAN.

12. EASEMENTS: EXISTING AND PROPOSED UTILITY EASEMENTS AS SHOWN

13. MAINTENANCE RESPONSIBILITIES: THE RESIDENTIAL STORMWATER MANAGEMENT FACILITIES AND OPEN SPACE WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION, WITH EASEMENTS TO THE CITY OF WINTER GARDEN.

14. THE PROJECTED AVERAGE DAILY TRAFFIC (ADT) IS BASED ON THE ITE SIXTH EDITION MANUAL FOR TRAFFIC TRIP GENERATION FOR SINGLE FAMILY RESIDENCES:

- 255 TRI-PLEX UNITS X 9.57 TRIPS/DAY = 2,440 TRIPS
- 90-TWO UNIT TOWNHOMES X 9.57 TRIPS/DAY = 861 TRIPS
- TOTAL ADT = 3,301 TRIPS

PREVIOUSLY APPROVED ADT: 390 TRI-PLEX UNITS X 9.57 TRIPS/DAY = 3,732 TRIPS

15. PORTIONS OF THE PROJECT LIE WITHIN THE 100-YEAR FLOOD ZONE PER FEMA FIRM MAP COMMUNITY-PANEL NUMBER 1209500215E, MAP REVISED 12/6/00.

16. APPROXIMATELY 5.0 ACRES OF WETLAND ENCROACHMENTS ARE ANTICIPATED.

17. THE AERIAL MAP AND TREE SURVEY INDICATE THE LOCATION OF ALL TREES.

18. LANDSCAPING TO BE IN ACCORDANCE WITH CITY OF WINTER GARDEN STANDARDS.

19. MINIMUM SQUARE FOOTAGE OF LIVING AREA = 1,200 S.F.

20. PROPOSED RESIDENTIAL DENSITIES SHALL BE IN CONFORMANCE WITH THE APPROVED PD PLAN AND SPECIFICALLY:

- 345 TOTAL UNITS/97.21 ACRES = 3.55 UNITS/ACRE GROSS DENSITY

PREVIOUSLY APPROVED DENSITY:

- 390 TOTAL UNITS/97.21 ACRES = 4.01 UNITS/ACRE GROSS DENSITY

21. PROJECTED SCHOOL AGE POPULATION, BASED ON CALCULATION METHODOLOGY PROVIDED BY THE SCHOOL BOARD SHALL BE IN CONFORMANCE WITH THE APPROVED PD PLAN.

22. STORMWATER MANAGEMENT SHALL BE PROVIDED CONSISTENT WITH THE REQUIREMENTS OF THE WINTER GARDEN LAND DEVELOPMENT CODE AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

23. MASTER STORMWATER FACILITY WILL BE DESIGNED TO PROVIDE PRE-POST DIFFERENCE FOR THE 25-YEAR 24-HOUR STORM EVENT FOR DEVELOPED SITE.

24. WATER AND WASTEWATER SERVICES TO BE PROVIDED BY THE CITY OF WINTER GARDEN.

25. MINIMUM WIDTH OF DRAINAGE EASEMENTS SHALL BE 20'.

26. INTERNAL STREETS ARE PROPOSED TO BE PRIVATE, OWNED AND MAINTAINED BY THE PROPERTY'S OWNERS ASSOCIATION.

27. CONSERVATION AREAS SHALL BE PLATTED AS SEPARATE TRACTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

28. ELECTRICITY WILL BE PROVIDED BY PROGRESS ENERGY OF FLORIDA. STREET LIGHTING WILL BE PROVIDED CONSISTENT WITH THE REQUIREMENTS OF THE WINTER GARDEN LAND DEVELOPMENT CODE.

29. APPROPRIATE LOT ENUMERATION SHALL BE ADDED TO THE PLAT PRIOR TO RECORDING.

30. LANDSCAPE TRACTS OR LANDSCAPE AREAS WITHIN OTHER TRACTS MAY INCLUDE PLANTING, WALLS, SIGNAGE, LIGHTING AND FEATURES SUBJECT TO CITY OF WINTER GARDEN CODES.

31. ALL WALL, LANDSCAPE, AND SIGN EASEMENTS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, INCLUDING ALL GRASS AND LANDSCAPING ADJACENT TO THE UNITS.

32. RECLAIMED WATER/TREATED EFFLUENT PROVIDED SOLELY BY THE CITY OF WINTER GARDEN WILL BE USED FOR IRRIGATION OF LANDSCAPED AREAS WHEN AVAILABLE. UNTIL SUCH TIME RECLAIMED WATER IS AVAILABLE, THE RECLAIM SYSTEM WILL BE CONNECTED TO THE POTABLE WATER SYSTEM VIA A TEMPORARY JUMPER. SEPARATE METERS WILL BE INSTALLED FOR EACH UNIT FOR USE OF THE RECLAIM SYSTEM.

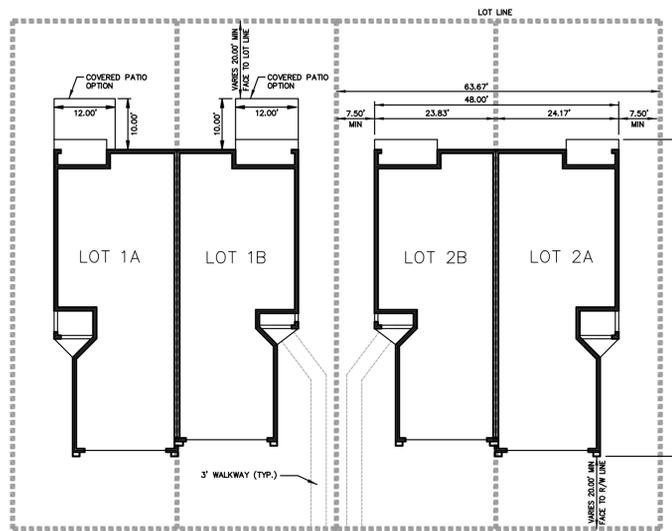
33. THE WATER AND SEWER LINES WITHIN THE RIGHT-OF-WAY AND ROAD TRACTS ONLY, WILL BE DEDICATED TO THE CITY OF WINTER GARDEN.

34. STORMWATER MANAGEMENT AREA TRACTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION WITH DRAINAGE EASEMENTS DEDICATED TO CITY OF WINTER GARDEN AT TIME OF PLATTING.

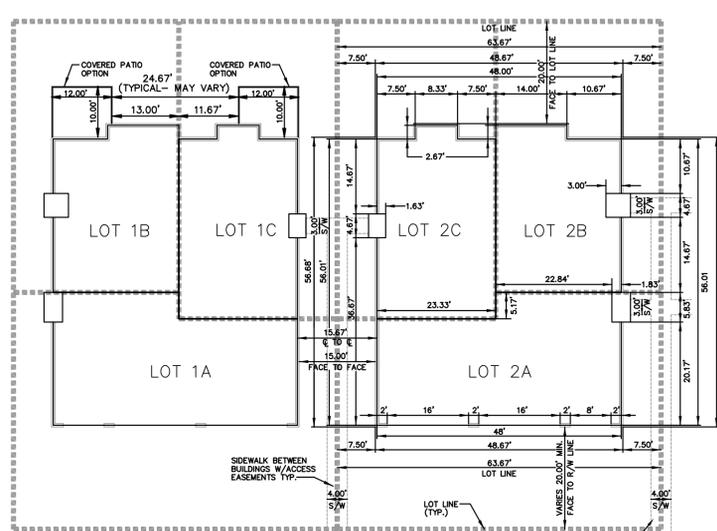
35. ALL UTILITY AND DRAINAGE EASEMENTS ARE IN COMMON AREA. SUCH EASEMENTS SHALL BE DEDICATED TO THE CITY AT THE TIME OF PLATTING.

36. FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM OF ONE FT. ABOVE THE CALCULATED POST-DEVELOPMENT FLOOD ELEVATION GENERATED BY THE 100 YEAR/24-HOUR DESIGN STORM. ADDITIONALLY, FINISHED FLOOR ELEVATIONS WILL ALSO BE 18" ABOVE MAXIMUM CENTERLINE GRADE ON ALL TYPE "A" AND "B" LOTS. TYPE "C" FINISHED FLOOR ELEVATIONS TO BE A MINIMUM OF ONE FT. ABOVE THE HIGHEST EXISTING ELEVATION IN THE BUILDING ENVELOPE.

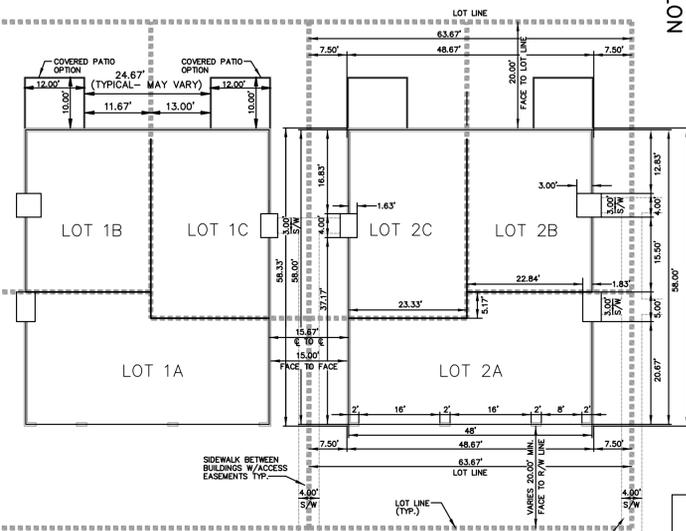
37. ALL ENCROACHMENTS INTO AREAS CLAIMED AS JURISDICTIONAL WETLAND BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, ARMY CORPS OF ENGINEERS, AND/OR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (AS ADMINISTERED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT) SHALL BE MITIGATED CONSISTENT WITH REQUIREMENTS AND PERMIT CONDITIONS OF THE APPLICABLE REGULATORY AGENCY AND CONSISTENT WITH THE CITY'S LAND DEVELOPMENT CODE.



PHASE 2 TWO UNIT TOWNHOMES

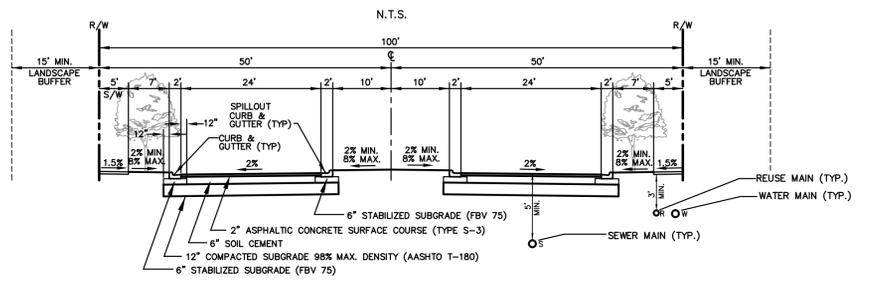


PHASE 1 TRI-PLEX UNITS

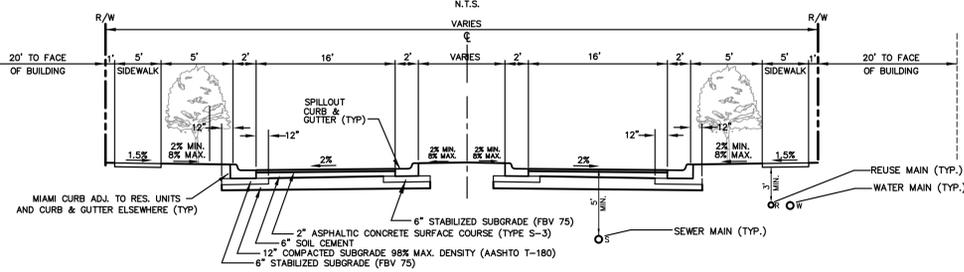


PHASE 2 TRI-PLEX UNITS

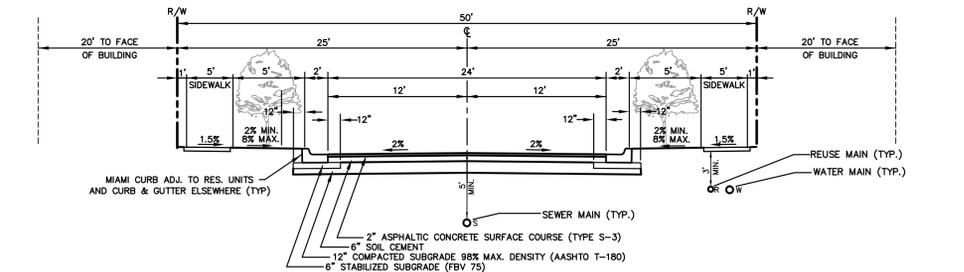
BUILDING / LOTTING DETAILS



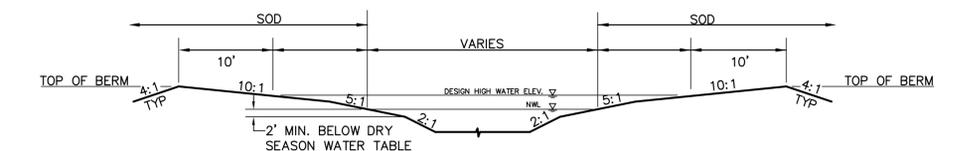
PUBLIC ENTRANCE BOULEVARD



PRIVATE INTERIOR STREETS W/ LANDSCAPE MEDIAN



PRIVATE INTERIOR STREETS



TYPICAL POND SECTION

NOTES CONTINUED:

- 38. AREA BREAKDOWN:
  - COMMERCIAL TRACTS = 12.15 AC.
  - RESERVED WETLANDS = 17.97 AC.
  - RESIDENTIAL TRACTS = 20.30 AC.
  - RIGHT-OF-WAY = 20.46 AC.
  - FUTURE RIGHT-OF-WAY = 0.69 AC.
  - COMMUNITY RECREATION AREA = 1.50 AC.
  - STORM MANAGEMENT AREA TRACTS = 15.19 AC.
  - OPEN SPACE / COMMUNITY PARK = 8.95 AC.
  - TOTAL = 97.21 AC.

- 39. WETLAND AREAS BREAKDOWN:
  - IMPACTED WETLANDS = 5.02 AC.
  - PRESERVED WETLANDS = 17.97 AC.
  - TOTAL WETLANDS = 22.99 AC.
  - DITCH IMPACTS = 0.32 AC.

40. A "CLICK-2-ENTER" DEVICE MUST BE INSTALLED AT ALL GATES PER THE CITY OF WINTER GARDEN FIRE DEPARTMENT REQUIREMENTS.

41. ALL DRIVEWAYS WILL COMPLY WITH APPENDIX A, SECTION 2.10 (1) OF THE CITY CODE GOVERNING DRIVEWAYS.

42. A LETTER FROM THE ORANGE COUNTY PUBLIC SCHOOLS STATING THAT CAPACITY IS AVAILABLE FOR THIS DEVELOPMENT PRIOR TO START OF CONSTRUCTION.

43. THE FOLLOWING VARIANCES ARE REQUESTED:

VARIANCE TO ALLOW THE REAR SETBACKS ON UNITS 121, 123 THROUGH 126, 128 AND 129 TO BE LESS THAN 25' AS SPECIFIED IN THE CODE. JUSTIFICATION FOR VARIANCE: THE SETBACK VARIANCE REQUEST IS BASED SOLELY ON THE RECORDED CONDOMINIUM PHASE 8, ORB 9477, PAGE 563 AND DOES NOT ALTER THE PREVIOUS LOCATIONS OF THESE UNITS WITH RESPECT TO RIGHTS-OF-WAY, OPEN SPACE AND ADJACENT UNITS. THE COVERED PATIO SLABS DO NOT ENDOACH MORE THAN 12" INTO THE REAR SETBACK AND ARE ASSUMED TO BE INCLUDED IN THE VARIANCE ABOVE. THEREFORE WE ARE NOT REQUESTING A SEPARATE VARIANCE FOR THESE COVERED PATIOS. ADDITIONALLY THE COVERED PATIOS WILL ADD VALUE TO THE UNITS AND COMMUNITY AS A WHOLE AND ADD ADDITIONAL SALES OPPORTUNITIES FOR THE UNITS.

PURSUANT TO THE CITY REQUEST THE TABLE BELOW INDICATES THE DISTANCES FROM THE REAR LOT LINE TO THE UNITS.

DISTANCE FROM REAR LOT LINE	UNIT
121	16.3'
123	23.6'
124	17.1'
125	17.1'
126	24.2'
128	21.5'
129	20.1'

**IMPERVIOUS SURFACE CALCULATION:**  
A MAXIMUM OF 162 PATIO SLABS CAN BE ACCOMMODATED FOR UNITS IN PHASES 1 AND 2. THIS ADDITIONAL IMPERVIOUS SURFACE ADDED TO THE MASTER STORMWATER MANAGEMENT SYSTEM IS 0.45 ACRES. THE ORIGINAL UNITS HAD AN AREA OF APPROXIMATELY 2,880 S.F. AND THE PROPOSED UNITS HAVE AN AREA OF APPROXIMATELY 2,680 S.F. THEREFORE NO ADDITIONAL IMPERVIOUS AREA IS ADDED TO THE SYSTEM. THEREFORE THE IMPERVIOUS AREA REMAINS BELOW THE PERMITTED IMPERVIOUS AREA AND THE INTEGRITY OF THE STORMWATER MANAGEMENT SYSTEM REMAINS AS PERMITTED.

**PHASE 1 OPTIONAL COVERED PATIO**

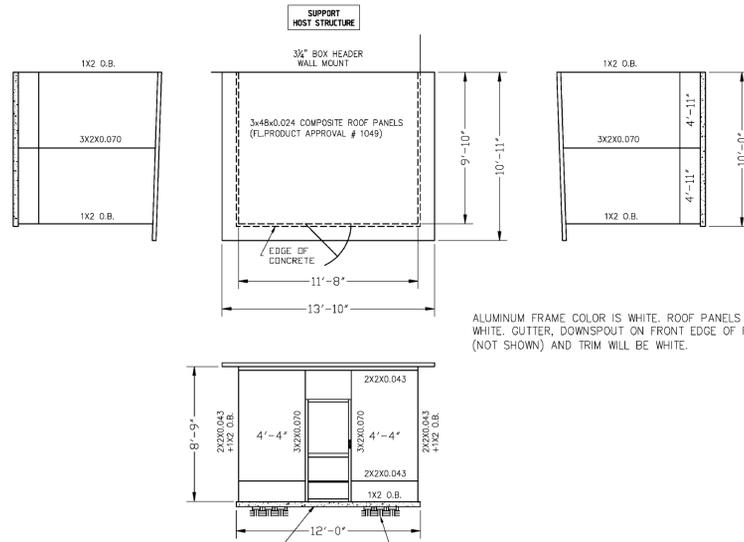
LOTS ALLOWED	LOTS NOT ALLOWED
1-15C, 15B OR 16B, 16A-18B, 18C OR 19C, 19B, 20B, 20C OR 21C, 21B, 22B, 22C OR 23C, 23B-26B, 26C OR 27C, 27B-29, 33C-38B, 38C OR 39C, 39B OR 40B, 40C, 41C, 41B OR 42B, 42C OR 43C, 43B, 44C, 44B OR 45B, 45C OR 46C, 46B OR 47B, 47C OR 48C, 48B-53B, 53C OR 54C & 54B.	30, 31, 32 & 33B

THE TABLE ABOVE INDICATES THE UNITS THAT WILL ACCOMMODATE A PATIO SLAB AND THOSE THAT WILL NOT. SOME PHASE 1 UNITS ARE MARKED WITH AN ASTERISK INDICATING THAT THE SEPARATION BETWEEN ADJACENT 10' DEEP BY 12" WIDE PATIO SLABS DOES NOT MEET THE REQUIRED 15" MINIMUM PER CITY OF WINTER GARDEN CODE. IN THESE CASES THE OPTIONS INCLUDE: CONSTRUCTION OF ONLY ONE PATIO SLAB ON ONE UNIT; DECREASING THE DEPTH OR WIDTH OF ONE OR BOTH PATIO SLABS TO ACHIEVE THE 15" MINIMUM SEPARATION; OR OBTAINING THE APPROPRIATE WAIVER/VARIANCE FROM THE CITY OF WINTER GARDEN TO CONSTRUCT BOTH PATIO SLABS. IT IS THE HOMEOWNER/CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THE 15" MINIMUM SEPARATION IS ACHIEVED UNLESS OTHERWISE WAIVED OR GRANTED BY THE CITY OF WINTER GARDEN.

**PHASE 2 OPTIONAL COVERED PATIO**

LOTS	ALLOWED	NOT ALLOWED
55-88B	ALLOWED	
88A-100		NOT ALLOWED
101-130		*

\* SEE VARIANCE REQUEST



PATIO DETAIL

ALUMINUM FRAME COLOR IS WHITE. ROOF PANELS ARE WHITE. GUTTER, DOWNSPOUT ON FRONT EDGE OF ROOF (NOT SHOWN) AND TRIM WILL BE WHITE.

NOT FOR CONSTRUCTION

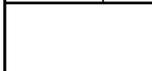
DONALD W. MCINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. 68

NO.	DATE	DESCRIPTION
1	7/26/04	PER CITY COMMENTS OF 6/17/04
2	5/5/10	ADDED COVERED PATIO OPTION
3	6/11/10	PER DRC COMMENTS OF 6/9/10
4	11/22/10	ADDED PHASE 1 PATIO SLAB TABLE PER CLIENT REQUEST.
5	11/29/10	REVISED NOTES/DETAILS FOR PH 2 TWO UNIT TOWNHOME
6	3/2/11	ADDED NOTES FOR VARIANCE REQUESTS
7	6/6/11	REV WALKWAY FROM 4" WIDE TO 3" WIDE

PER CITY DRC COMMENTS OF 10/12/11: ADDED NOTE #4.

10/21/11

CHECKED BY: DMK  
DESIGNED BY: MJC  
DATE: 2/03  
SCALE: AS SHOWN  
JOB NUMBER: 23042



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS  
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

**TUCKER OAKS**  
CITY OF WINTER GARDEN, FLORIDA

NOTES & TYPICAL SECTIONS

DRAWING: NTS.DWG  
SHEET: 2 OF 12

PROJECT: TUCKER OAKS SHEET TITLE: NOTES AND TYP. SECS DWG FILE NAME: NTS.DWG

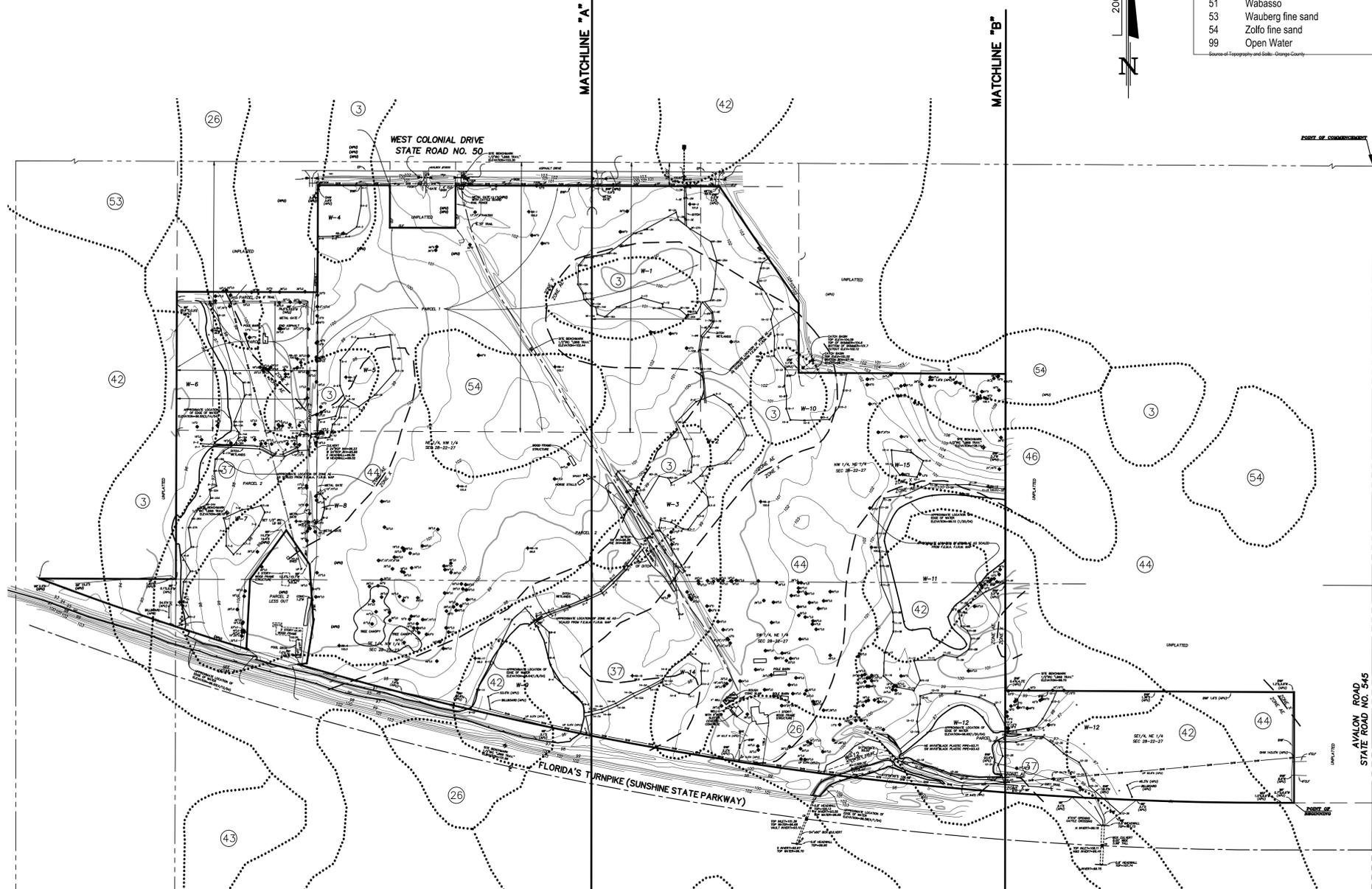
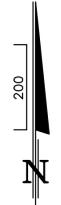


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PROJECT: TUCKER OAKS  
SHEET TITLE: EXISTING COND.  
DWG FILE NAME: EXCOND.DWG  
XREF FILE NAME: XREF NAME

# TOPOGRAPHIC SURVEY

SYMBOLS	ABBREVIATIONS
LI	LINE NUMBER (SEE LINE TABLE)
CT	CURVE NUMBER (SEE CURVE TABLE)
R	RADIUS
A	ARC LENGTH
CB	CHORD BEARING
C	CHORD
TB	TANGENT BEARING
T	TANGENT
N	NATURAL GROUND ELEVATION
X	GRADE BREAK ELEVATION
P	NUMBER OF PARKING SPACES
(D)	DESCRIPTION
SEC 5-18-31	SECTION, TOWNSHIP, RANGE
DMV	DRAINAGE MANHOLE
MES	MITERED END SECTION
INLET	CURB INLET
SCD	STORM CLEAN OUT
UNDER	UNDERDRAIN
UD	UNDERDRAIN
SSS	SANITARY SEWER STUB
SM	SANITARY MANHOLE
RUV	REUSE VALVE
CO	SANITARY CLEAN OUT
FV	FORCEMAN VALVE
SL	SANITARY LATERAL
FM	UNDERGROUND FORCEMAN LINE
B	BOLLARD
TM	TELEPHONE MANHOLE
TR	TELEPHONE RISER
TRD	TELEPHONE RISER
TSB	TRAFFIC SIGNAL BOX
CAV	CABLE TELEVISION MARKER
EP	ELECTRIC PULL BOX
TPB	TELEPHONE BOX
FOODM	FIBER OPTICS CABLE MARKER
FH	FIRE HYDRANT
WV	WATER VALVE
WM	WATER METER
WCS	WATER STUB UP
WFO	WATER FLOW PREVENTER
BOV	BLOW OFF VALVE
VB	VALVE BOX
WML	WATERMAIN LINE
RLM	RECLAIM WATERMAIN LINE
IRV	IRRIGATION VALVE
ESS	ELECTRIC STUB
EMH	ELECTRIC MANHOLE
CUP	CONCRETE UTILITY POLE
LP	LIGHT POLE
ER	ELECTRIC RISER
EB	ELECTRIC BOX
LP	LIGHT POLE
GW	GUY WIRE
OW	OVERHEAD WIRE
SP	SPOT LIGHT
GL	GROUND LIGHT
YD	YARD DRAIN
GSS	GAS STUB
GV	GAS VALVE
UGM	UNDERGROUND GAS MARKER
UGF	UNDERGROUND GAS FLAG
UGL	UNDERGROUND GAS LINE
12" O	TREE SIZE & TYPE
O	OAK
CA	CAMPOR
C	CHERRY
F	FALM
E	ELM
MA	MAGNOLIA



**SURVEYOR'S NOTES:**

- Apparent Physical Use onto or from adjoining property or abutting streets is shown hereon as "APU". Apparent Physical Use (APU) may indicate the existence of written or unwritten property rights between adjoining owners.
- Bearings based on the East line of Northeast 1/4 of Section 26, Township 22 South, Range 27 East, Orange County, Florida, being 30073376.
- No underground improvements, installations, foundations or utilities located. - All dimensions shown from boundary lines to improvements (other than buildings) are to center of said improvements. All symbols used to depict improvements are not to scale.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- According to Flood Insurance Rate Map Community Panel No. 120187 0215E, City of Winter Garden, Orange County, Florida, effective date December 6, 2000, the lands described hereon lie in Zone "X" (unshaded) and "AE" (Base Flood Elevation 101) (NGVD 29 DATUM).
- All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon is from information shown on County Tax Assessor Maps. The undersigned surveyor and Donald W. McIntosh Associates, Inc. did not attempt, nor were required to do a title search regarding such information. Users of this survey are placed on notice that reliance on such information is at their own peril, in this regard.
- Monument offset directions and distances are computed in cardinal directions from boundary corners relative to the bearing basis (i.e., N 0.25' = North 0.25').
- No environmental issues have been addressed by this survey other than the horizontal location of specific flags placed on site by the project environmental consultant as directed by client.
- All boundary line bearings, distances and curve data are described and measured unless shown as (D) = Described and/or (M) = Measured.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- Elevations shown hereon are based on Benchmark No. TP-8783, being a railroad spike in the north face of power pole No. W2250 located approximately 70' south of the centerline of State Road 50 (W Colonial Drive) ± 1/4 mile west of State Road 545 (Avalon Road), Elevation 107.875 feet, N.G.V.D. 29 datum per Orange County Engineering Department.
- This is not a boundary survey. See Donald W. McIntosh Associates, Inc., Drawing # CS03-387 (survey date October 6, 2003) for the boundary survey.
- Only trees 12" and larger diameter at breast height as listed on the City of Winter Garden approved tree list were located.

**SURVEY DATE:**  
I hereby certify that this survey, subject to the surveyor's notes contained hereon, meets the applicable standards of the Florida Board of Professional Surveyors and Mappers in compliance with the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.  
DONALD W. MCINTOSH ASSOCIATES, INC.

NOT FOR CONSTRUCTION

DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS

TUCKER OAKS CITY OF WINTER GARDEN, FLORIDA EXISTING CONDITIONS KEYMAP

DONALD W. MCINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. 68

DAVID M. KELLY FLORIDA P.E. NO. 43325

JOB NUMBER 23042

SCALE 200

DATE 8/14/03

CHECKED BY KR

DESIGNED BY NA

DRAWN BY JLC

NO.

DATE

DESCRIPTION

REVISIONS

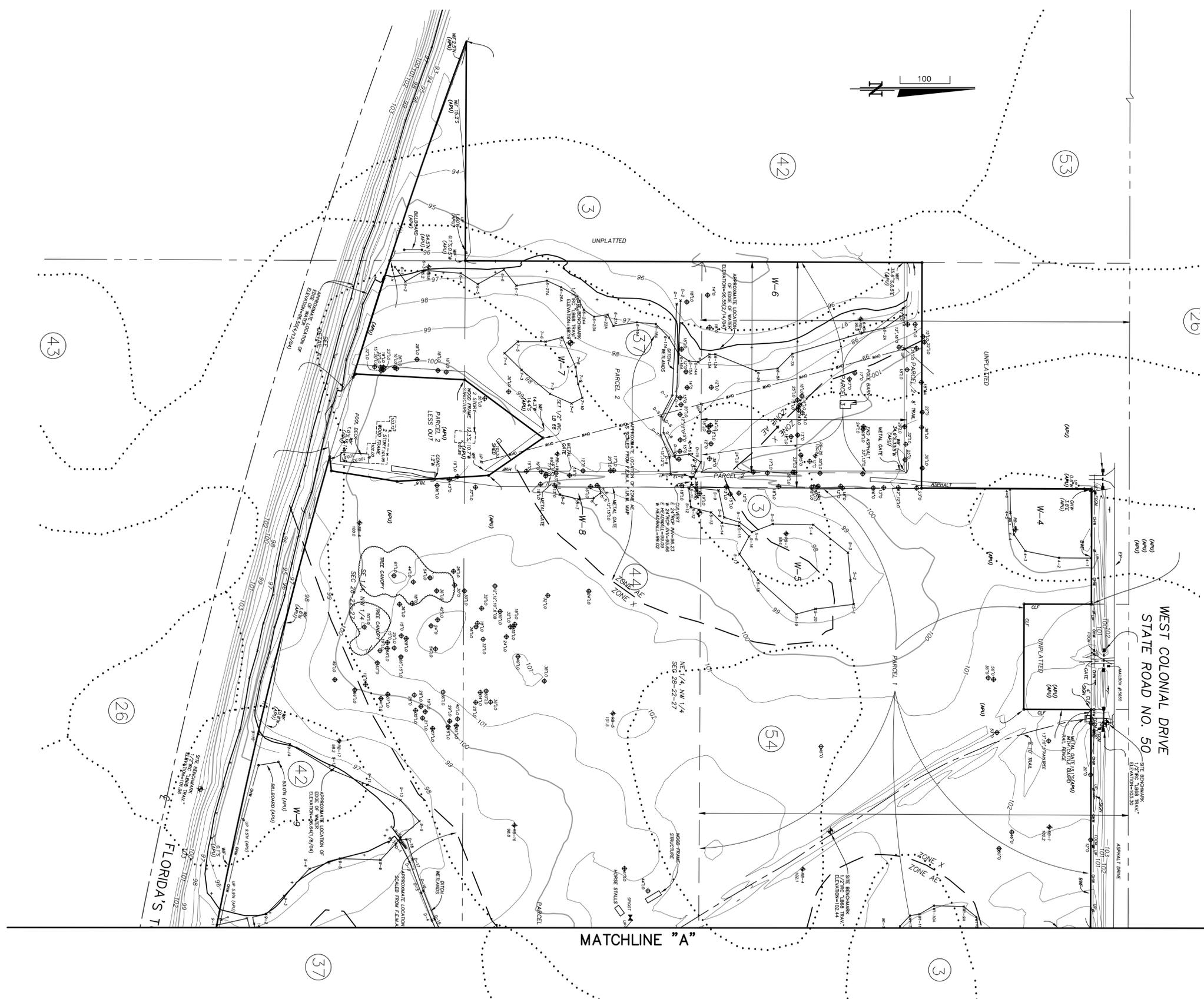
DRAWING EXCOND.DWG

SHEET

4 OF 12

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# TOPOGRAPHIC SURVEY



SYMBOLS		ABBREVIATIONS	
LI	LINE NUMBER (SEE LINE TABLE)	A/C	AIR CONDITIONER
CT	CURVE NUMBER (SEE CURVE TABLE)	APPROX	APPROXIMATE
Δ	CENTRAL ANGLE	(AN)	APPROXIMATE PHYSICAL USE
R	RADIUS	ASPH	ASPHALT
L	ARC LENGTH	BWF	BARBED WIRE FENCE
CB	CHORD BEARING	CL	CHAIN LINK FENCE
TC	TANGENT BEARING	CONC	CONCRETE
T	TANGENT	CB	CONCRETE BLOCK CENTERLINE
+	NATURAL GROUND ELEVATION	CM	CONCRETE MONUMENT
+	GRADE BREAK ELEVATION	CMP	CORRUGATED METAL PIPE
+	NUMBER OF PARKING SPACES	C&G	CURB AND GUTTER COMPLETED
+	SECTION, TOWNSHIP, RANGE	(D)	DESCRIPTION
SEC 5-18-31		ELY	EASTERLY ELEVATION
		EP	EDGE OF PAVEMENT EASEMENT
		ESMT	FEDERAL EMERGENCY MANAGEMENT AGENCY
		F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY
		F.I.R.M.	FLOOD INSURANCE RATE MAP
DMH	DRAINAGE MANHOLE	FND	FOUND
MES	METERED END SECTION	FPC	FLORIDA POWER CORPORATION
INLET	CURB INLET	FC	FENCE CORNER
SOD	STORM CLEAN OUT	FDC	FINISH FLOOR ELEVATION
INLET	INLET CONTROL STRUCTURE	FDC	FIBER OPTIC CABLE
UD	UNDERDRAIN	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
SSS	SANITARY SEWER STUB	FM	FORCEMAN
SMH	SANITARY MANHOLE	GOVT	GOVERNMENT
ROV	REUSE VALVE	HC	HANDICAP
CO	SANITARY CLEAN OUT	IRC	IRON ROD
RMV	RECLAIM WATER VALVE	R	RECONSTRUCTION
SL	SANITARY LATERAL	INV	INVERT
FM	UNDERGROUND FORCEMAN LINE	LANDSCP	LANDSCAPE
BO	BOLLARD	LB	LICENSED BUSINESS
TMH	TELEPHONE MANHOLE	MH	MANHOLE
TR	TELEPHONE RISER	MES	METERED END SECTION
TR	TELEPHONE RISER	M	MEASURED
TSB	TRAFFIC SIGNAL BOX	NR	NON-RADIAL
UNPL	UNPLATTED	NLY	NORTH-SOUTH
CATV	CABLE TELEVISION MARKER	N&D	NAIL & DISK
EPB	ELECTRIC FULL BOX	OUC	ORLANDO UTILITIES COMMISSION
FPB	TELEPHONE BOX	ORB	OFFICIAL RECORDS BOOK
FOCM	FIBER OPTICS CABLE MARKER	P	PLAT
FH	FIRE HYDRANT	PB	PLAT BOOK
WV	WATER VALVE	PG	PAGE
WM	WATER METER	PVC	POLYVINYLCHLORIDE
WST	WATER STOP UP	PC	POINT OF CURVATURE
BFP	BACKFLOW PREVENTER	PP	PERMANENT CONTROL POINT
BOV	BLOW OFF VALVE	PLS	PROFESSIONAL LAND SURVEYOR
VB	VALVE BOX	POL	POINT ON LINE
WM	WATERMAIN LINE	PRC	POINT OF REVERSE CURVATURE
RWM	RECLAIM WATERMAIN LINE	PRM	PERMANENT REFERENCE MONUMENT
IRR	IRRIGATION VALVE	PT	POINT OF TANGENCY
ESS	ELECTRIC STUB	POB	POINT OF BEGINNING
EMH	ELECTRIC MANHOLE	POC	POINT OF COMMENCEMENT
CUP	CONCRETE UTILITY POLE	PVMT	PAVEMENT
UP	UTILITY POLE	RES	RESIDENCE
EP	ELECTRIC RISER	RCP	REINFORCED CONCRETE PIPE
LP	LIGHT POLE	R/W	RIGHT-OF-WAY
OW	OUT WIRE	R&C	REAR & CAP ROAD
OW	OVERHEAD WIRE	RD	ROAD
SL	SPOT LIGHT	SBT	SOUTHERN BELL TELEPHONE
GL	GROUND LIGHT	SL	STATE ROAD
YD	YARD DRAIN	SR	SIDEWALK
		TYP	TYPICAL
		TRANS	TRANSFORMER
		UG	UNDERGROUND
		WFF	WOOD FENCE
		WPF	WOOD POST FENCE
		WLY	WESTERLY
		WF	WIRE FENCE

X 5-16 DENOTES SURVEYED POSITION AND I.D. NUMBER OF METLAND FLAG SET BY J.M. CUTLER (S.M. BRIDGEMAN, JONES, AND ASSOCIATES INC. AUGUST AND SEPTEMBER, 2003)

W-5 = METLAND I.D. NUMBER

12"0" = TREE SIZE & TYPE  
 O = OAK  
 P = PALM  
 CA = CAMPHOR  
 C = CHERRY  
 FM = FLEMING  
 E = ELM  
 L = LIGNUM

NOTE: THERE MAY BE ITEMS ABOVE THAT WERE NOT WITHIN THE SCOPE OF THIS DRAWING TO BE LOCATED.

NOT FOR CONSTRUCTION

DONALD W. MCINTOSH ASSOCIATES, INC.  
 CERTIFICATE OF AUTHORIZATION NO. 68  
 DAVID M. KELLY  
 FLORIDA P.E. NO. 43325  
 DATE:

**DONALD W. MCINTOSH ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DRAWN BY: JLC  
 DESIGNED BY: NA  
 CHECKED BY: KR  
 DATE: 8/14/03  
 SCALE: 100  
 JOB NUMBER: 23042

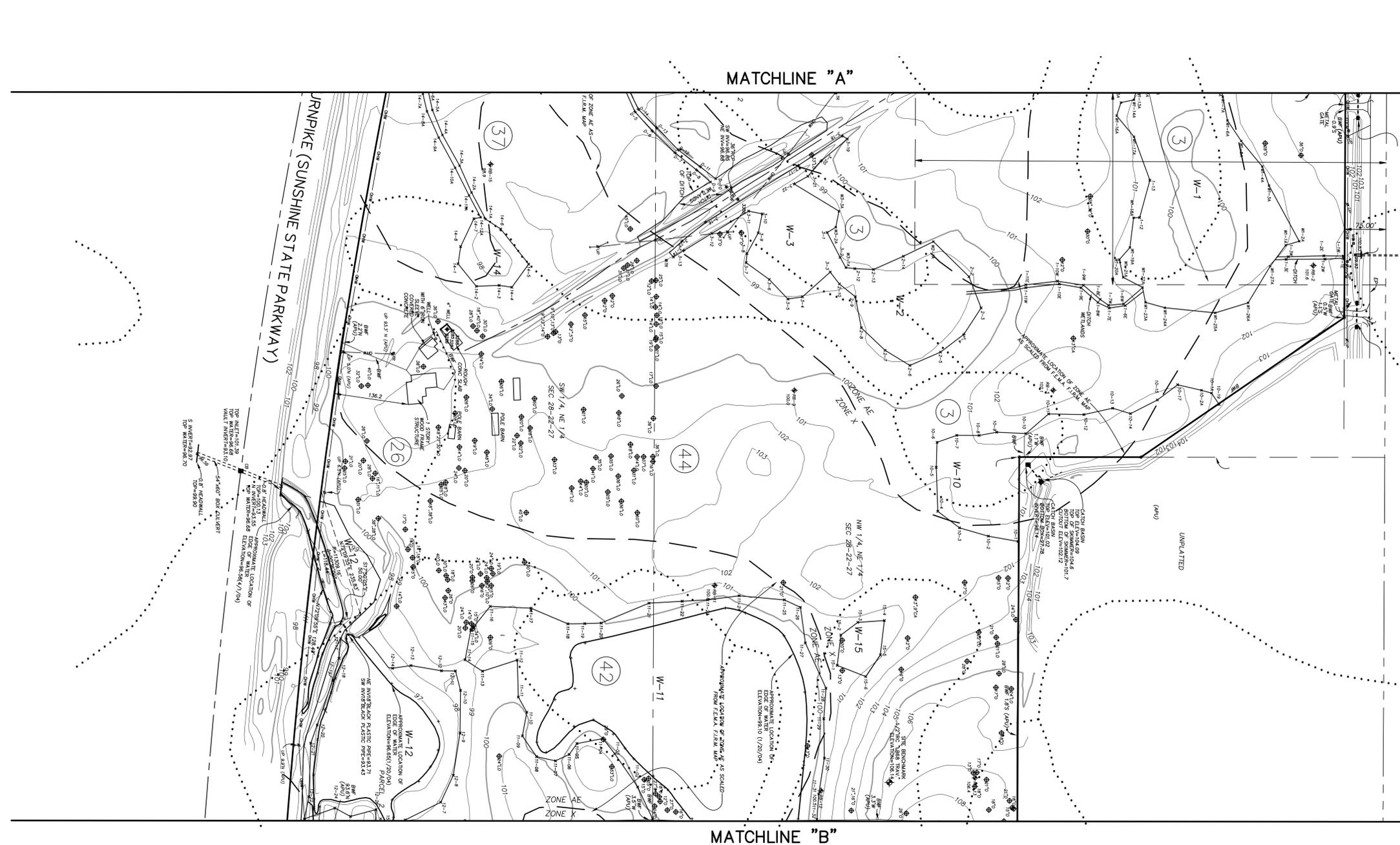
**TUCKER OAKS**  
 CITY OF WINTER GARDEN, FLORIDA  
 EXISTING CONDITIONS

DRAWING: EXCOND.DWG  
 SHEET: 5 OF 12

NO.	DATE	DESCRIPTION

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 File Name: F:\projects\23042\Sunny\1000\TOPOPRESS.DWG

# TOPOGRAPHIC SURVEY

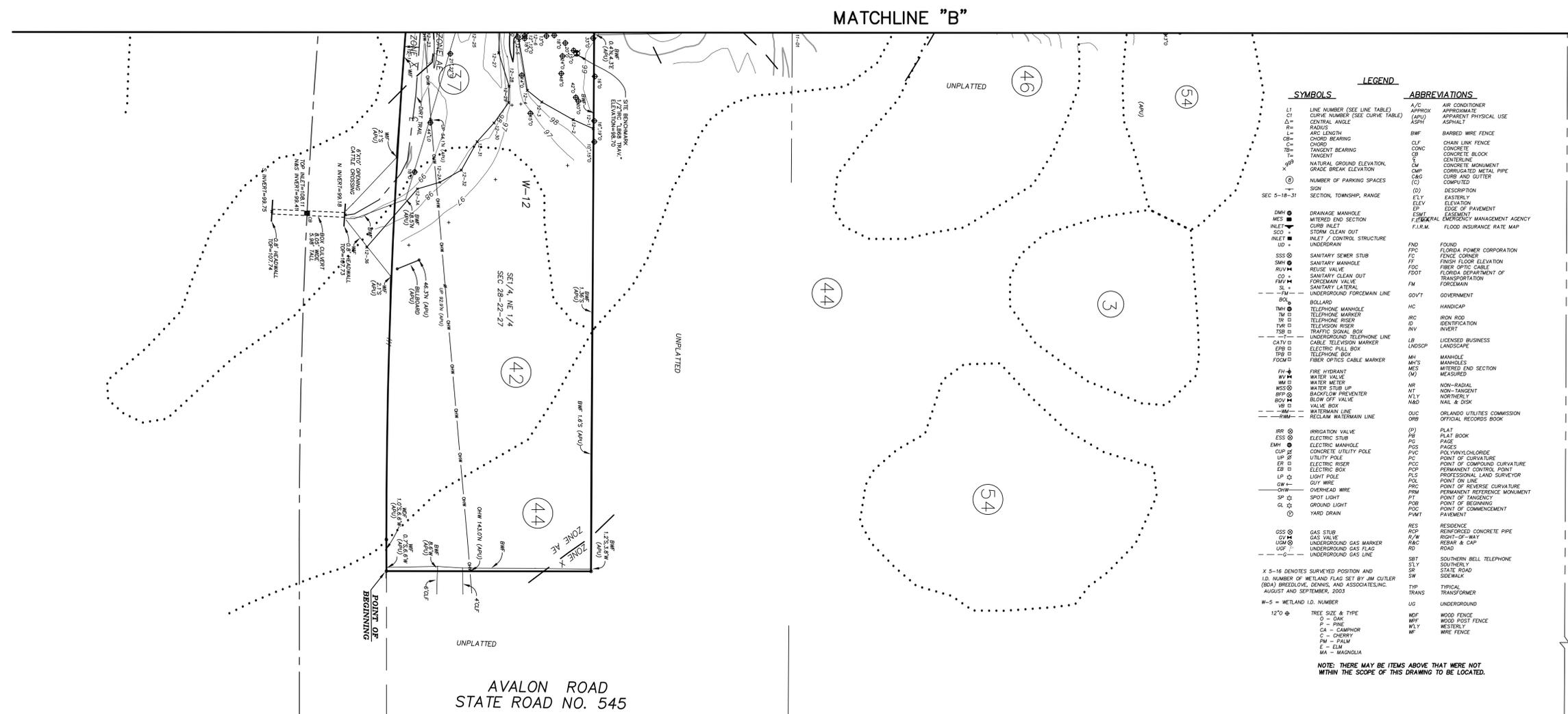


SYMBOLS		LEGEND		ABBREVIATIONS						
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CB	CHORD BEARING	CB	CONCRETE BLOCK	CONC	CONCRETE					
CT	TANGENT BEARING	CM	CONCRETE MONUMENT	CONC	CONCRETE					
TA	TANGENT	CMP	CORRUGATED METAL PIPE	CONC	CONCRETE					
NE	NATURAL GROUND ELEVATION	C&G	CURB AND GUTTER	CONC	CONCRETE					
OB	ORAS BREAK ELEVATION	COMP	COMPLETED	CONC	CONCRETE					
N	NUMBER OF PARKING SPACES	(D)	DESCRIPTION	CONC	CONCRETE					
S	SECTION, TOWNSHIP, RANGE	ELY	ELEVATION	CONC	CONCRETE					
SEC 5-18-31		EP	EDGE OF PAVEMENT	CONC	CONCRETE					
		EP	EASEMENT	CONC	CONCRETE					
		F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY	CONC	CONCRETE					
		F.I.R.M.	FLOOD INSURANCE RATE MAP	CONC	CONCRETE					
		FND	FOUND	CONC	CONCRETE					
		FPC	FLORIDA POWER CORPORATION	CONC	CONCRETE					
		FF	FENCE CORNER	CONC	CONCRETE					
		FF	FINISH FLOOR ELEVATION	CONC	CONCRETE					
		FFC	FIBER OPTIC CABLE	CONC	CONCRETE					
		FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	CONC	CONCRETE					
		FM	FORCEMAN	CONC	CONCRETE					
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File Name: F:\Project\23042\Drawings\Topo\Topo01.dwg

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TPB	TELEPHONE BOX	(M)	MEASURED
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FW	FIRE HYDRANT	N/T	NON-TANGENT
WV	WATER VALVE	NLY	NORTHERLY
WM	WATER METER	N&D	NAIL & DISK
WSS	WATER STUB UP	ORC	ORLANDO UTILITIES COMMISSION
BPP	BACKFLOW PREVENTER	ORB	OFFICIAL RECORDS BOOK
BOV	BLOW OFF VALVE	(P)	PLAT
VB	VALVE BOX	PE	PLAT BOOK
WM	WATERMAIN LINE	PC	PAGE
RWM	RECLAIM WATERMAIN LINE	PSC	PAGES
IRR	IRRIGATION VALVE	PVC	POLYVINYLCHLORIDE
ESS	ELECTRIC STUB	PC	POINT OF CURVATURE
EMH	ELECTRIC MANHOLE	PCC	POINT OF COMPOUND CURVATURE
CUP	CONCRETE UTILITY POLE	PCP	PERMANENT CONTROL POINT
UP	UTILITY POLE	PCL	PROFESSIONAL LAND SURVEYOR
ER	ELECTRIC RISER	POL	POINT ON LINE
EB	ELECTRIC BOX	PRC	POINT OF REVERSE CURVATURE
LP	LIGHT POLE	PRM	PERMANENT REFERENCE MONUMENT
OW	OUT WIRE	PT	POINT OF TANGENCY
OW	OVERHEAD WIRE	POB	POINT OF BEGINNING
SP	SPOT LIGHT	PCC	POINT OF COMMENCEMENT
GL	GROUND LIGHT	RES	RESIDENCE
YD	YARD DRAIN	RCP	REINFORCED CONCRETE PIPE
GSS	GAS STUB	R/W	RIGHT-OF-WAY
GV	GAS VALVE	R&C	REAR & CAP
UGM	UNDERGROUND GAS MARKER	RD	ROAD
UGF	UNDERGROUND GAS FLAG	SBT	SOUTHERN BELL TELEPHONE
UGL	UNDERGROUND GAS LINE	SLY	STATE ROAD
X 5-16	DENOTES SURVEYED POSITION AND I.D. NUMBER OF WETLAND FLAG SET BY JIM CUTLER (BOA) BREEDLOVE, DENNIS, AND ASSOCIATES, INC. AUGUST AND SEPTEMBER, 2003	SR	STATE ROAD
W-5	WETLAND I.D. NUMBER	SR	SIDEWALK
12"0	TREE SIZE & TYPE	TYP	TYPICAL
O	OAK	TRANS	TRANSFORMER
P	PINE	UG	UNDERGROUND
CA	CAMPOR	WDF	WOOD FENCE
C	CHERRY	WPF	WOOD POST FENCE
FM	FLAM	WLY	WESTERLY
E	ELM	WF	WIRE FENCE
MA	MAGNOLIA		

NOTE: THERE MAY BE ITEMS ABOVE THAT WERE NOT WITHIN THE SCOPE OF THIS DRAWING TO BE LOCATED.

NOT FOR CONSTRUCTION

DONALD W. MCINTOSH ASSOCIATES, INC.  
 CERTIFICATE OF AUTHORIZATION NO. 68  
 DAVID M. KELLY  
 FLORIDA P.E. NO. 43525  
 DATE:

NO.	DATE	DESCRIPTION	REVISIONS

**DONALD W. MCINTOSH ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DRAWN BY: JLC  
 DESIGNED BY: NA  
 CHECKED BY: KR  
 DATE: 8/14/03  
 SCALE: 100  
 JOB NUMBER: 23042

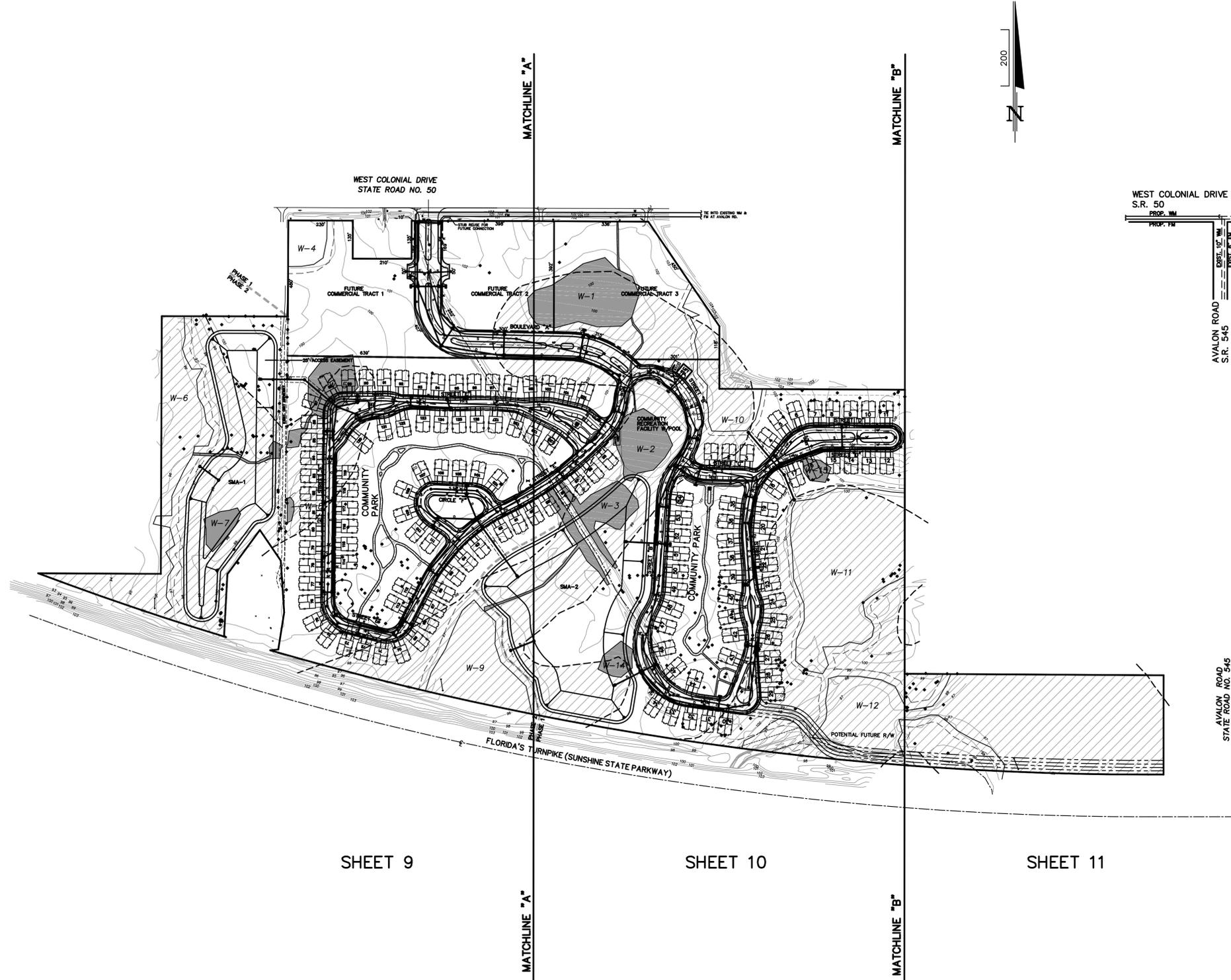
**TUCKER OAKS**  
 CITY OF WINTER GARDEN, FLORIDA  
 EXISTING CONDITIONS

DRAWING EXCOND.DWG  
 SHEET  
 7 OF 12

**SURVEY DATE:** \_\_\_\_\_  
 I hereby certify that this survey, subject to the surveyor's notes contained hereon, meets the applicable "Minimum Technical Standards" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.  
 DONALD W. MCINTOSH ASSOCIATES, INC.

Keith Ruddick  
 Florida Registered Surveyor and Mapper  
 Certificate No. 2617  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Signature Date



EXISTING	ITEM (STRUCTURE DESIGNATION)	PROPOSED
---	DRAINAGE LINE	D
N/A	DRAINAGE EASEMENT	D.E.
N/A	HIGH POINT	HP
▲	CURB INLET	▲
●	DRAINAGE MANHOLE	●
N/A	MITERED END SECTION	■
N/A	CONTROL STRUCTURE	■
N/A	DISCHARGE STRUCTURE	■
N/A	LOT GRADING TYPE	▲
N/A	POND SLOPE INDICATOR	▲
---	SURFACE DRAINAGE DIRECTION	S
---	SANITARY SEWER LINE	S
●	SANITARY SEWER MANHOLE	●
W	WATER VALVE	W
---	DOMESTIC WATER	W
N/A	FIRE HYDRANT ASSEMBLY	F.H.
N/A	SOILS BOUNDARIES	N/A
N/A	BLOW-OFF VALVE	BO
N/A	ACCESS POINT	➔
N/A	WETLAND IMPACT BY DEVELOPMENT	■
N/A	FEMA FIRM 100YR/FLOOD	▨
---	EXISTING CONTOUR	N/A

TUCKER OAKS  
 CITY OF WINTER GARDEN, FLORIDA

SITE PLAN KEYMAP

8 OF 12  
 AS APPROVED

DONALD W. MCINTOSH ASSOCIATES, INC.  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

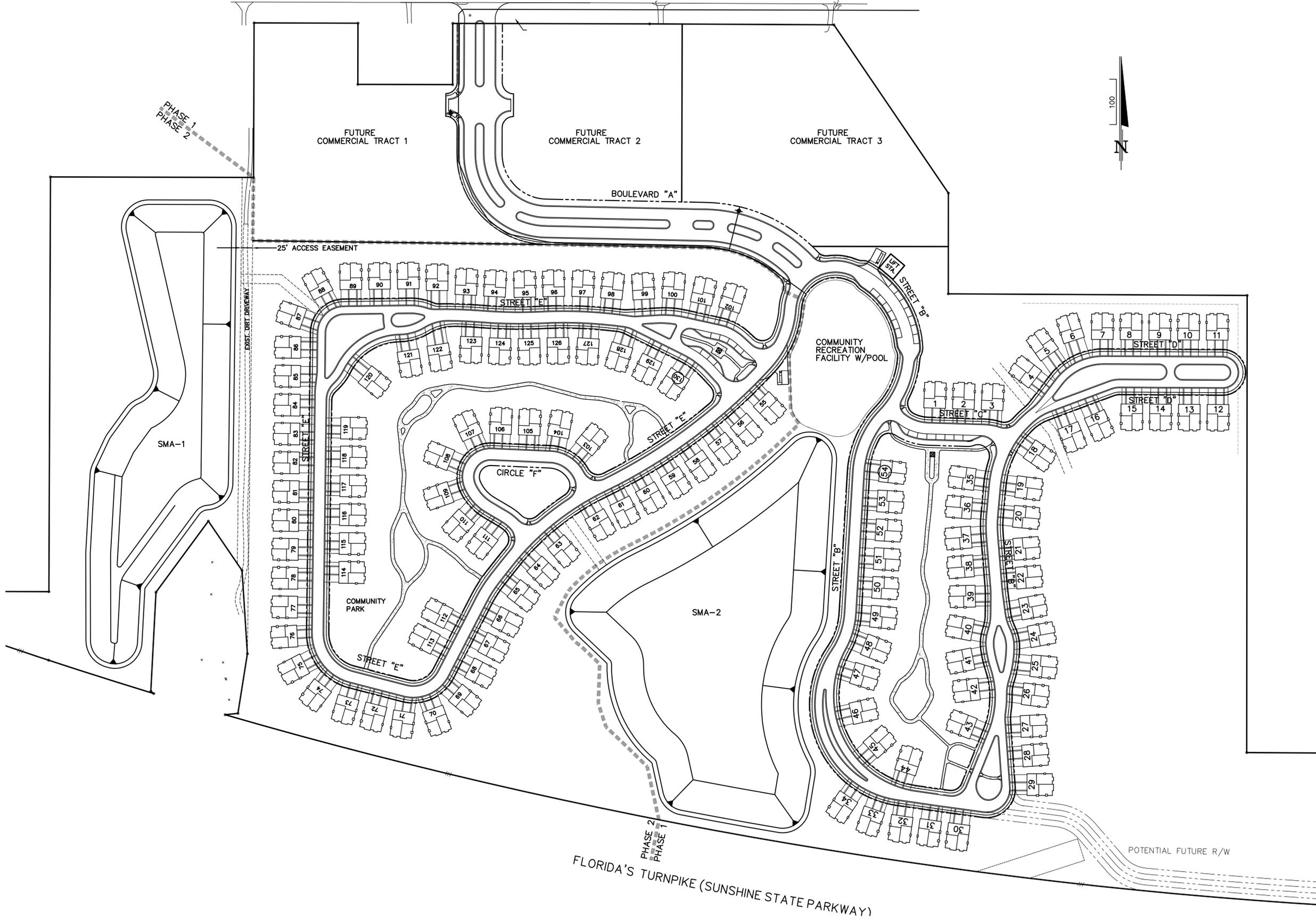
NOT FOR CONSTRUCTION  
 DONALD W. MCINTOSH ASSOCIATES, INC.  
 CERTIFICATE OF AUTHORIZATION NO. 68  
 DAVID M. KELLY  
 FLORIDA P.E. NO. 43325  
 DATE: \_\_\_\_\_

NO.	DATE	PER CITY COMMENTS OF 6/17/04	DESCRIPTION	CHK.
1	7/28/04			

DESIGNED BY	CHECKED BY	DATE	SCALE	JOB NUMBER
MJC	DMK	5/5/04	200	23042

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DAVID M. KELLY  
 FLORIDA P.E. NO. 43325  
 DATE:

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MJC	STAFF	DMK	7/26/04	100	23042

**TUCKER OAKS**  
 CITY OF WINTER GARDEN, FLORIDA  
**OVERALL SITE PLAN**

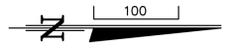
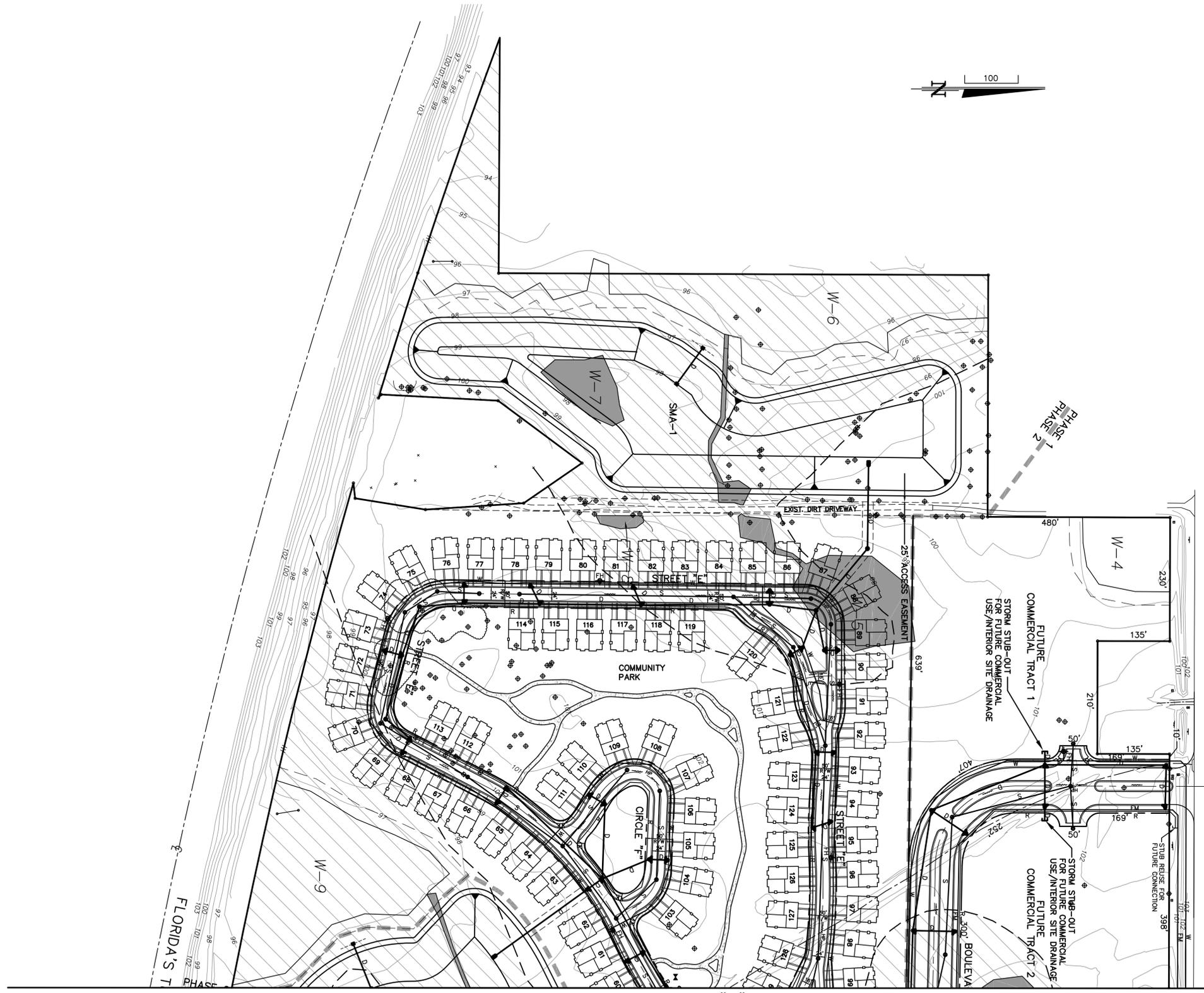
DRAWING OVERALL.DWG  
 SHEET  
**8A OF 12**

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File Name: F:\Proj\2004\23042\Site\1\topo\1topo01res.dwg



MATCHLINE "A"

WEST COLONIAL DRIVE  
 STATE ROAD NO. 50

DRAWING  
 SITE PLAN/DWG  
 SHEET  
 9 OF 12

TUCKER OAKS  
 CITY OF WINTER GARDEN, FLORIDA



DONALD W. MCINTOSH ASSOCIATES, INC.  
 ENGINEERS  
 PLANNERS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

NO.	DATE	PER CITY COMMENTS OF 6/17/04	DESCRIPTION	CHK.
1	7/28/04			

NOT FOR  
 CONSTRUCTION

DONALD W. MCINTOSH ASSOCIATES, INC.  
 CERTIFICATE OF  
 AUTHORIZATION NO. 68

DAVID W. KELLY  
 FLORIDA P.E. NO. 43325  
 DATE: \_\_\_\_\_

DESIGNED BY  
 STAFF

CHECKED BY  
 DMK

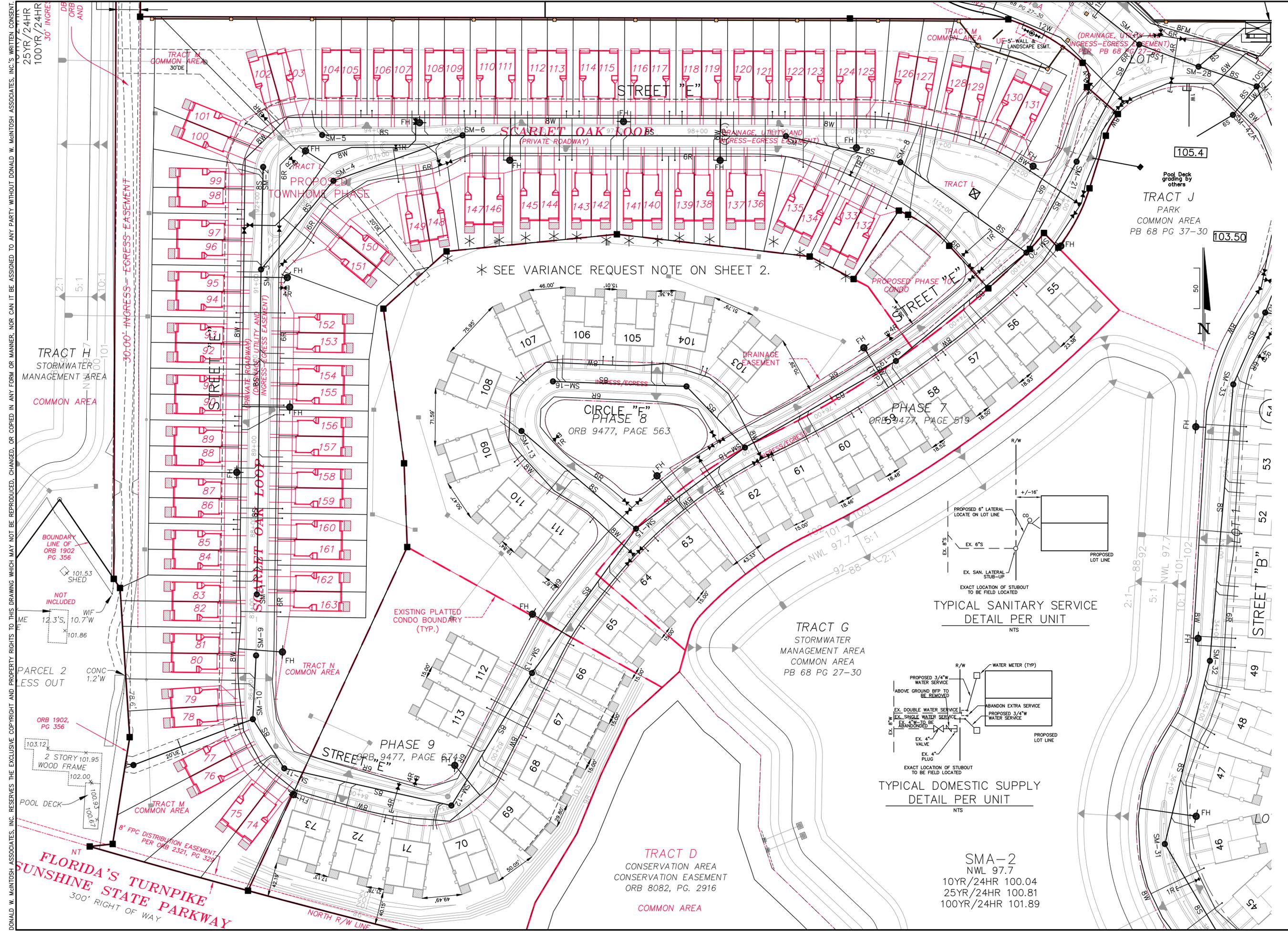
DATE  
 5/5/04

SCALE  
 100

JOB NUMBER  
 23042

AS APPROVED

PROJECT: TUCKER OAKS  
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 F:\Proj\2003\23042\EDWG\OFFSITE\OFFBASE.dwg



FLORIDA'S TURNPIKE  
 SUNSHINE STATE PARKWAY  
 300' RIGHT OF WAY

**DONALD W. MCINTOSH ASSOCIATES, INC.**  
 ENGINEERS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

**TUCKER OAKS**  
 CITY OF WINTER GARDEN, FLORIDA  
 TOWNHOMES PLAN

**9A OF 12**

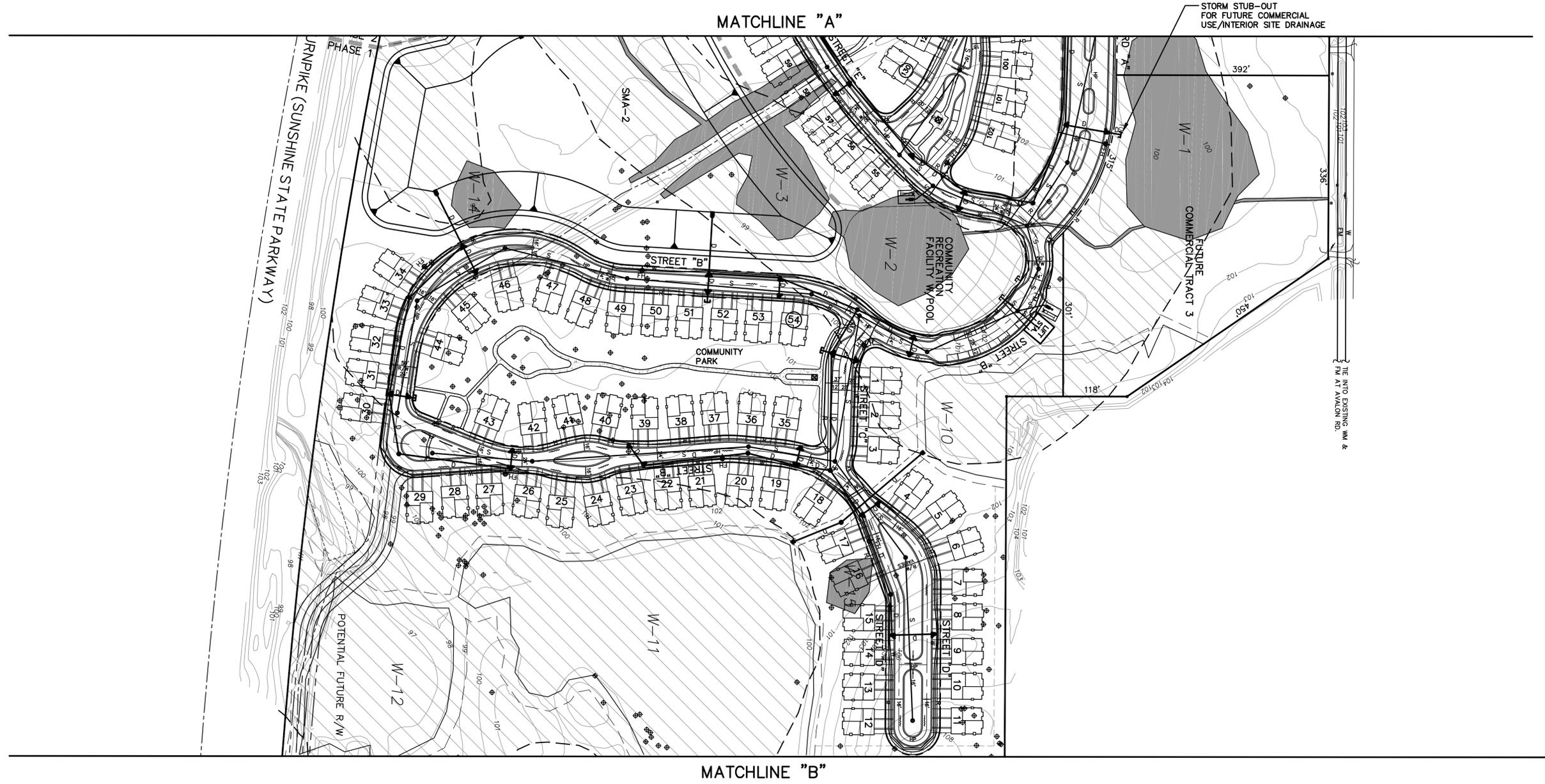
NO.	DATE	DESCRIPTION	CHK.
1	11/29/10	REVISED TO SHOW PH 2 TWO UNIT TOWNHOME	
2	3/3/11	ADDED NOTE FOR VARIANCE REQUEST	
3	10/21/11	PER CITY DRC COMMENTS OF 10/12/11	
4	11/10/11	REVISED LOT NUMBERS TO MATCH PLAT	

DESIGNED BY: EJT  
 CHECKED BY: DMK  
 SCALE: 50  
 JOB NUMBER: 23042  
 DATE: 11/10

REVISIONS

DRAWING SHEET

DONALD W. MCINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. 68  
 DAVID W. KELLY  
 FLORIDA P.E. NO. 43325



DRAWING  
 SITE PLAN.DWG

TUCKER OAKS  
 CITY OF WINTER GARDEN, FLORIDA



DONALD W. MCINTOSH ASSOCIATES, INC.  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

NOT FOR  
 CONSTRUCTION

NO.	DATE	PER CITY COMMENTS OF 6/17/04	DESCRIPTION	CHK.
1	7/28/04			

DESIGNED BY MJC	CHECKED BY DMK	DATE 5/5/04	SCALE 100	JOB NUMBER 23042
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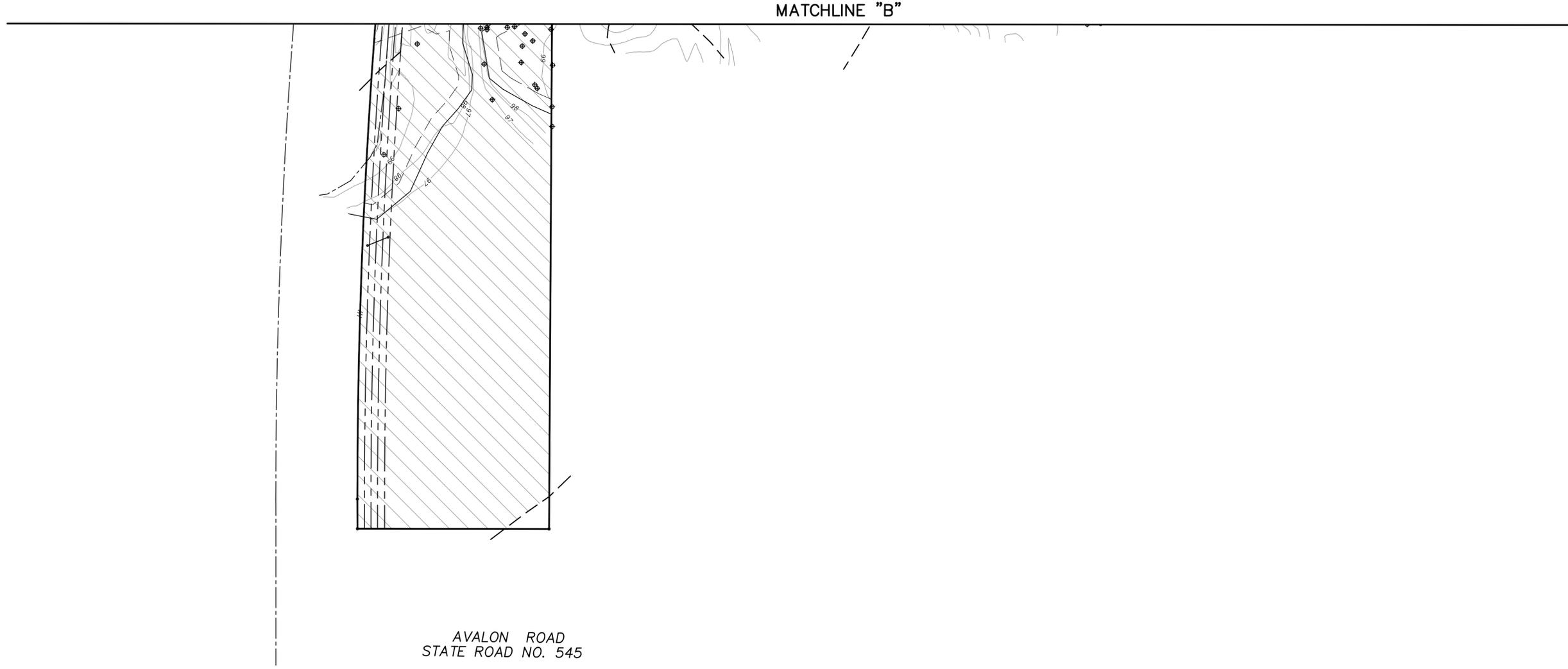
10 OF 12  
 SHEET  
 AS APPROVED

DATE:	NO.:	DESCRIPTION:	CHK.:

PER CITY COMMENTS OF 6/17/04	DATE	DESCRIPTION	CHK.

DAVID W. MCINTOSH  
 ASSOCIATES, INC.  
 CERTIFICATE OF  
 AUTHORIZATION NO. 68  
 DAVID W. KELLY  
 FLORIDA P.E. NO. 43325  
 DATE:

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DRAWING  
 SITE PLAN.DWG

TUCKER OAKS  
 CITY OF WINTER GARDEN, FLORIDA  
 SITE PLAN

 DONALD W. MCINTOSH ASSOCIATES, INC.  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

NOT FOR CONSTRUCTION  
 DONALD W. MCINTOSH ASSOCIATES, INC.  
 CERTIFICATE OF AUTHORIZATION NO. 68  
 DAVID M. KELLY  
 FLORIDA P.E. NO. 43325  
 DATE: \_\_\_\_\_

NO.	DATE	PER CITY COMMENTS OF 6/17/04	DESCRIPTION	CHK.
1	7/28/04			

DESIGNED BY	CHECKED BY	DATE	SCALE	JOB NUMBER
STAFF	DMK	5/5/04	100	23042

11 OF 12 SHEET  
 AS APPROVED

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**RECORD DRAWING CERTIFICATION FOR PHASE**  
 CONTRACTOR HEREBY CERTIFIES THAT THIS DRAWING HAS BEEN MODIFIED TO SHOW ALL CHANGES TO THE ORIGINAL CONSTRUCTION DRAWINGS AND ACCURATELY REPRESENTS THE FINISHED CONSTRUCTION BASED ON INFORMATION FURNISHED TO DONALD W. MCINTOSH ASSOCIATES, INC. ON \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NOTES: \_\_\_\_\_

**RECORD DRAWING CERTIFICATION FOR PHASE**  
 THIS "RECORD DRAWING" IS BASED ON INFORMATION RECEIVED FROM THE CONTRACTOR ON \_\_\_\_\_ AS TO LOCATION AND DETAILS OF THE FACILITIES ACTUALLY CONSTRUCTED. THE ENGINEER HAS NOT PROVIDED DETAILS OR CONTINUOUS OBSERVATION OF ON-SITE CONSTRUCTION NOR MADE MEASUREMENTS; BUT HAS MADE PERIODIC VISUAL OBSERVATIONS AND HAS OBSERVED THAT THE READILY VISIBLE FACILITIES HAVE BEEN REASONABLY INSTALLED IN ACCORDANCE WITH THIS DRAWING. LOT GRADING IS THE RESPONSIBILITY OF THE BUILDER AND IS NOT INCLUDED IN THIS CERTIFICATION. DONALD W. MCINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. 68  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NOTES: \_\_\_\_\_  
 NOT A RECORD DRAWING UNLESS THIS BLOCK IS COMPLETED

DONALD W. MCINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. 68  
 NO. \_\_\_\_\_ DATE \_\_\_\_\_  
 DESCRIPTION \_\_\_\_\_  
 REVISIONS \_\_\_\_\_  
 CHK. \_\_\_\_\_  
 DATE \_\_\_\_\_

**DONALD W. MCINTOSH ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DRAWN BY: MJC  
 DESIGNED BY: STAFF  
 CHECKED BY: DMK  
 DATE: 4/04  
 SCALE: 200  
 JOB NUMBER: 23042

**TUCKER OAKS**  
 CITY OF WINTER GARDEN, FLORIDA  
 AERIAL PLAN  
 AS APPROVED

DRAWING: AERIAL.DWG  
 SHEET: 12 OF 12

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Ed Williams, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** **January 4, 2012**

**Meeting Date:** **January 12, 2012**

**Subject:** Ordinance 12-02

**Issue:** Amending Chapter 118 Article V of the Code of Ordinances, creating Urban Village Planned Unit Development Zoning District.

**Discussion:** The comprehensive plan identifies the need for the Urban Village Planned Unit Development Zoning Designation in order to further the Goals, Objectives and Policies of the comprehensive plan.

**Recommended Action:**

Table adoption of Ordinance 12-02 for creating the Urban Village Planned Unit Development Zoning Designation to be continued to a date certain of January 26, 2012

**Attachments/References:**

Ordinance 12-02

ORDINANCE 12-02

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ARTICLE V OF CHAPTER 118 OF THE WINTER GARDEN CODE OF ORDINANCES ENTITLED "PLANNED UNIT DEVELOPMENTS" CREATING URBAN VILLAGE PLANNED UNIT DEVELOPMENTS; PROVIDING REQUIREMENTS FOR MIXTURE OF USES AND URBAN DEVELOPMENT CRITERIA FOR ALL PROPOSED PLANNED DEVELOPMENT PROJECTS IN THE URBAN VILLAGE PLANNED UNIT DEVELOPMENT ZONING DISTRICT; CLARIFYING, UPDATING, AND REMOVING REDUNDANT LANGUAGE FOR RESIDENTIAL PLANNED UNIT DEVELOPMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Commission of the City of Winter Garden has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes;

**WHEREAS**, the Zoning Ordinance as set forth in the Land Development Regulations of the City of Winter Garden Code of Ordinances must be consistent with the provisions of the City of Winter Garden Comprehensive Plan by furthering and moving the City in the direction of accomplishing the objectives, goals and policies of the Comprehensive Plan; and

**WHEREAS**, the provisions of this Ordinance implement the provisions of Policy 1-1.2.18 of the City of Winter Garden Comprehensive Plan, as well as other objectives, goals and policies of the City's Comprehensive Plan, and provide for the application of sound and generally accepted land use principles in order to promote and protect the quality of life of the citizens of the City while imposing reasonable regulations upon the development of private property; and

**WHEREAS**, after public notice and due consideration of public comment given at advertised public hearings, the City Commission has determined the hereafter described amendments to Chapter 118, Article V of the City of Winter Garden Code of Ordinances are warranted to ensure consistency with the City of Winter Garden Comprehensive Plan.

**NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AS FOLLOWS:**

**SECTION 1:** That Chapter 118, Article V, Planned Unit Developments of the City of Winter Garden Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

**ARTICLE V. PLANNED UNIT DEVELOPMENTS**

## **DIVISION 1. GENERALLY**

### **Sec. 118-831. Summary of steps for receiving final approval of a residential or urban village planned unit development.**

Four steps are generally required to obtain final approval for a residential or urban village planned unit development:

- (1) Preliminary conference;
- (2) Preliminary development plan submission and application for planned unit development zoning;
- (3) Preliminary plat submission; and
- (4) Final development plan submission

### **Sec. 118-832. Preliminary conference.**

The preliminary conference for a residential or urban village planned unit development shall include the following: the city planner, city engineer, building official, fire marshal, city public services director, and the developer.

### **Sec. 118-833. Preliminary development plan application.**

- (a) For residential and urban village planned unit development rezoning, a preliminary development plan along with a zoning application shall be submitted to the city clerk by the developer requesting approval of the site as a PUD. The preliminary plan and application shall contain the name of the Developer and the architect, surveyor and engineer who prepared the development plan.
- (b) The following shall be included on the preliminary development plan with the zoning application:
  - (1) Proposed name or title of the project; the name of the surveyor, engineer, architect, and developer.
  - (2) North arrow, scale of one inch equals 200 feet or larger, date and legal description of the site.
  - (3) Boundaries of the site shown with bearings, distances, closures and bulkhead lines. All existing easements, section lines and property lines, all existing streets, rights of ways and physical features in and adjoining the project, and the existing zoning.
  - (4) Names and locations of adjoining developments and subdivisions.
  - (5) Proposed parks, school sites, and other public and private open space.
  - (6) Vehicular and pedestrian circulation systems.
  - (7) Site data including tabulation of the total number of gross acres in the project, the acreage to be devoted to each of the several types of uses, and the proposed total number of dwelling units and the proposed square footage of nonresidential uses.

- (8) Proposed common open space, including proposed improvements and proposed common open space structures and the tabulation of the percent of the total area of the project to be devoted to common open space. Areas proposed to qualify for common open space shall be specifically designated on the preliminary development plan.
- (9) Delineation of specific areas designated as a proposed stage or phase.
- (10) General statement indicating proposed means of drainage for the site to ensure conformity with natural drainage within the area or with the drainage plan established or to be established within the vicinity.
- (11) General location within the site of each residential and nonresidential use.
- (12) The proposed method of dedication and administration of proposed common open space.
- (13) Vicinity map.

(c) Submittal requirements and procedures are as follows:

- (1) Time limits. The planned unit development zoning application and preliminary development plan shall be submitted to the city clerk at least 30 days prior to any scheduled meetings of the planning and zoning board.
- (2) Prints required. The application shall include the required number of black- or blue-line prints of the preliminary development plan and a reproducible copy.
- (3) Certified survey. Two copies of a certified survey must also accompany the application.
- (4) Application review. The preliminary development plan shall be reviewed by the city engineer and the city planner and any other city division or department as necessary to determine the feasibility and suitability of the plan prior to the submission of the planned unit development zoning application to the planning and zoning board. The planning and zoning board shall then review the preliminary development plan to determine its conformity with the plans and policies of the city and the requirements of this division and the City Code. Upon completion of its review, the planning and zoning board shall recommend to the city commission the approval, approval subject to conditions and modifications, or disapproval of the preliminary development plan application and the planned unit development zoning application.
- (5) Review criteria. The decision of the planning and zoning board on the preliminary development plan and rezoning application shall include findings of fact that serve as a basis for its recommendation. In making its recommendation, the planning and zoning board shall consider the following facts:
  - a. The degree of departure or conformity of the proposed planned unit development with surrounding areas in terms of character and density.
  - b. Compatibility of uses and improvements within the planned unit development and the relationship with surrounding existing or proposed developments.
  - c. Prevention of erosion and degrading or enhancement of the surrounding areas.
  - d. Provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control and soil conservation as shown in the preliminary development plan.

- e. The nature, intent and compatibility of common open space, including the proposed method for the maintenance and conservation of the common open space.
  - f. The feasibility and compatibility of the specified stages or phases contained in the preliminary development plan to exist as an independent development.
  - g. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed planned unit development and the surrounding area.
  - h. The availability and adequacy of water and sewer service to support the proposed planned unit development.
  - i. The benefits within the proposed development and to the general public to justify the requested departure from standard land use requirements inherent in a planned unit development classification.
  - j. The conformity, compatibility and consistency of the planned unit development with the comprehensive plan of the city.
  - k. The conformity and compatibility of the proposed common open space, residential and nonresidential uses within the proposed planned unit development.
  - l. Architectural characteristics of proposed residential and nonresidential development.
  - m. A listing of the specific types of nonresidential uses to be allowed.
- (6) Review by city commission. Upon receiving the recommendation of the planning and zoning board, the city commission shall, at a regularly scheduled public meeting, review the recommendation and preliminary development plan and either approve, approve subject to conditions and modifications, or disapprove the preliminary development plan application. Approval of the preliminary development plan includes preliminary approval of the PUD zoning. The decision of the city commission shall be based upon a consideration of the facts specified as review criteria for the planning and zoning board.
- (7) Recordation of preliminary application. If the preliminary development plan application is approved by the city commission, a copy of the application and required exhibits shall be certified by the city clerk and signed by the mayor, and the certified copy shall be filed with the city clerk as a permanent record.

**Sec. 118-834. Preliminary plat.**

- (a) Procedures for preliminary plat submission will comply with chapter 110 pertaining to subdivisions.
- (b) Additional information on the preliminary plat should include the following for the residential or urban village planned unit development or the portion thereof which is the subject of the preliminary plat:
  - (1) The proposed residential use other than single-family.
  - (2) The proposed location of the residential use and nonresidential use.
  - (3) Acreage in each of the residential and nonresidential use areas.

- (4) Phasing or development schedule.
- (5) Number of units, both total and by type, and square footage of total nonresidential uses and by type.
- (6) The proposed method of maintenance of the storm drainage system.
- (c) A topographical map shall be submitted with the preliminary development plan. The topographical map shall be drawn at a scale of not less than 100 feet to one inch by a registered professional engineer or registered land surveyor showing the following:
  - (1) The location of existing property lines, streets, buildings, watercourses, transmission lines, sewers, bridges, culverts and drain pipes, water mains, city limit lines and all public utility easements and rights of ways.
  - (2) Wooded areas, marshes and any other physical conditions affecting the site.
- (d) Engineering drawings and specifications of the following proposed utility system improvements must be presented to the city engineer no less than 30 days prior to commencement of construction of such improvements. Further, the improvements must be constructed and approved by the city engineer prior to presenting the final development plan to the planning and zoning board, unless an acceptable developer's agreement and bond are provided to the city by the developer in accordance with the requirements of this Code. Engineering drawings must include the following:
  - (1) Potable water.
  - (2) Sanitary sewer.
  - (3) Storm sewer.
  - (4) Reclaimed water
  - (5) Sidewalks and bicycle paths.
  - (6) Streets.
  - (7) Lot grading plan.
  - (8) Drainage.
  - (9) Lighting.

**Sec. 118-835. Final development plan.**

- (a) Time limits for submission. Unless otherwise specified by the residential or urban village planned unit development zoning ordinance, the developer shall have three years from the adoption date of the PUD zoning ordinance in which to:
  - (1) File and obtain approval of a final plat of a residential or urban village planned unit development, or any portion thereof; or
  - (2) File and obtain approval of a final development plan of a residential or urban village planned unit development, or a portion thereof and commence construction contemplated by such plan. Site clearing and tree removal activities do not constitute commencement of construction for the purposes of this subsection.

Residential planned unit developments adopted prior to September 30, 2009 are hereby granted an extension to allow three years from September 30, 2009 in order to satisfy the conditions under section (1) or (2) above.

(b) Site plan. A site plan must be presented in accordance with division 2 of article II of this chapter.

(c) Plat. A plat must be presented which complies with chapter 110.

(d) Additional exhibits. Additional exhibits required for the final development plan may include the following:

(1) Development schedule. The development schedule shall contain the following information for the urban village planned unit development or the portion thereof which is the subject of the final development plan:

a. The order of construction of the proposed stages or phases delineated in the development plan.

b. The proposed date for the beginning of construction on the stages or phases.

c. The proposed date for the completion of the stages or phases.

d. The proposed schedule for the construction and improvement of common open space within the stages or phases, including any complementary buildings.

(2) Deed restriction. Deed restriction proposals to preserve the character and purpose of the common open space. The deed restrictions shall include, among other provisions a prohibition against partition by any residential property owner.

(3) Association or nonprofit corporation. If the developer elects this method of administering common open space, the proposed bylaws of the association, articles of incorporation and other controlling documents shall be submitted for approval by the city attorney.

(4) Instruments. Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons and entities having any interest in the land and instruments indicating that all necessary off-site easements or dedications have been acquired. In lieu of originals, certified copies of the relevant documents will be accepted if the recording information from the public records of the county is included thereon.

(5) Bill of sale. A bill of sale, conveying to the city water and sewer utility lines, mains, lift stations, and other improvements required to be installed by this Code.

(6) Title opinion. A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, taxes, encumbrances, easements, agreements, and other documents affecting title.

(7) Tax receipts. Paid receipts from the city and county indicating taxes and required fees have been paid in full up to and including the current period.

(e) Procedure.

(1) A fee established by the city commission shall accompany the final development plan application for the purpose of administration.

(2) The city engineer and the city planner shall recommend the approval, approval subject to conditions and modifications, or disapproval of the final development plan application based upon the conformity of the final development plan with the preliminary development plan, sufficiency and accurateness of the required exhibits, and the requirements and purposes of this division and ordinances and regulations of the city.

(3) The planning and zoning board and the city commission shall review these recommendations at regular public meetings and shall approve, approve subject to conditions and modifications, or deny the final development plan application.

(f) *Recording of final development plan.*

(1) After approval of the city commission of the final development plan application, it shall be recorded in the public records of the county. No final development plan of a planned unit development, or any portion thereof, within the city shall be recorded unless it shall have the approval of the city commission inscribed thereon.

(2) The transfer of, sale of, agreement to sell, or negotiation to sell land by reference to or exhibition of or other use of a final development plan of a planned unit development or portion thereof that has not been given final approval by the city commission and recorded in the official records of the county is prohibited. The description by metes and bounds in the instrument of transfer or other documents shall not exempt the transaction from such documents.

**Sec. 118-836. Physical review.**

The city shall have the right to evaluate the physical layout, architectural characteristics, and amenities of the planned unit development and to require changes or modifications designed to create compatibility and conformity in the variety of uses within the development to ensure, protect and promote the health, safety and general welfare of the property owners of the planned unit development and the residents of the city.

**Sec. 118-837. Building permit.**

No building permit shall be issued by the city until the final development plan has been approved and duly recorded as provided in this division.

**Sec. 118-838. Enforcement.**

In addition to any other method of enforcement, the city shall have the power to enforce this division by a suit in equity.

Secs. 118-839—118-855. Reserved

**DIVISION 2. RESIDENTIAL PLANNED UNIT DEVELOPMENTS**

## **~~Subdivision II. Administration\*~~**

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**~~\*Cross references:~~** Administration, ch. 2.

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### **~~Sec. 118-886. Summary of steps for receiving final approval.~~**

Four steps are generally required to obtain final approval for a residential planned unit development:

- ~~(1) Preliminary conference;~~
- ~~(2) Preliminary development plan submission and application for zoning request;~~
- ~~(3) Preliminary plat submission, which may be omitted if the phase is not platted; and~~
- ~~(4) Final development plan submission (if platted, the final plat; if not platted, a site plan with engineering drawings listed in subsection 118-889(e)).~~

~~(Code 1988, § 24-45(g))~~

### **~~Sec. 118-887. Preliminary conference.~~**

The preliminary conference for a residential planned unit development includes the following:

- ~~(1) City planner, city engineer.~~
- ~~(2) Building official and fire marshal.~~
- ~~(3) Public works director and utilities director.~~
- ~~(4) Developer.~~

~~(Code 1988, § 24-45(g)(1))~~

### **~~Sec. 118-888. Preliminary development plan application.~~**

~~(a) For a residential planned unit development, a preliminary plan along with a zoning application shall be submitted to the city clerk by the developer requesting approval of the site as a PUD. The preliminary plan and application shall contain the name of the developer and the architect, surveyor or engineer who prepared the development plan.~~

~~(b) The following shall be included with the preliminary application:~~

- ~~(1) Proposed name or title of the project; the name of the surveyor, engineer, architect, and developer.~~
- ~~(2) North arrow, scale of one inch equals 200 feet or larger, date and legal description of the proposed site.~~
- ~~(3) Boundaries of the tract shown with bearings, distances, closures and bulkhead lines. All existing easements, section lines and property lines, all existing streets and physical features in and adjoining the project, and the existing zoning.~~
- ~~(4) Names and locations of adjoining developments and subdivisions.~~

~~(5) Proposed parks, school sites, and other public and private open space.~~

~~(6) Vehicular and pedestrian circulation systems.~~

~~(7) Site data including tabulation of the total number of gross acres in the project, the acreage to be devoted to each of the several types of primary residential and secondary nonresidential uses, and the total number of dwelling units.~~

~~(8) Proposed common open space, including the proposed improvements and any complementary structures and the tabulation of the percent of the total area devoted to common open space. Areas qualifying for common open space shall be specifically designated on the site plan.~~

~~(9) Delineation of specific areas designated as a proposed stage.~~

~~(10) General statement indicating proposed means of drainage for the site to ensure conformity with natural drainage within the area or with the drainage plan established within the vicinity.~~

~~(11) General location within the site of each primary residential use, secondary nonresidential use, and the proposed amount of land to be devoted to individual ownership.~~

~~(12) The proposed method of dedication and administration of proposed common open space.~~

~~(13) Vicinity map.~~

~~(c) Submittal requirements and procedures are as follows:~~

~~(1) *Time limits.* The PUD zoning application and preliminary development plan shall be submitted to the city clerk at least 30 days prior to any scheduled meetings of the planning and zoning board.~~

~~(2) *Prints required.* The application shall include the required number of black- or blue-line prints of the development plan and a reproducible copy.~~

~~(3) *Certified survey.* Two copies of a certified survey must also accompany the application.~~

~~(4) *Application review.* The preliminary development plan shall be reviewed formally by the city engineer and the city planner and any other city division or department as necessary to determine the feasibility and suitability of the plan prior to the submission of the PUD zoning application to the planning and zoning board. The planning and zoning board shall then review the preliminary development plan to determine its conformity with the official plans and policies of the city and the requirements of this division. Upon completion of its review, the planning and zoning board shall recommend to the city commission the approval, approval subject to conditions, or disapproval of the preliminary development plan application and the PUD zoning.~~

~~(5) *Review criteria.* The decision of the planning and zoning board on the preliminary development plan application shall include the findings of fact that~~

serve as a basis for its recommendation. In making its recommendation, the planning and zoning board shall consider the following facts:-

- a. ~~The degree of departure of the proposed planned unit development from surrounding residential areas in terms of character and density.~~
- b. ~~Compatibility within the planned unit development and the relationship with surrounding neighborhoods.~~
- c. ~~Prevention of erosion and degrading of the surrounding area.~~
- d. ~~Provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control and soil conservation as shown in the preliminary development plan.~~
- e. ~~The nature, intent and compatibility of common open space, including the proposed method for the maintenance and conservation of the common open space.~~
- f. ~~The feasibility and compatibility of the specified stages contained in the preliminary development plan to exist as an independent development.~~
- g. ~~The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed planned unit development and the surrounding area.~~
- h. ~~The availability and adequacy of water and sewer service to support the proposed planned unit development.~~
- i. ~~The benefits within the proposed development and to the general public to justify the requested departure from standard land use requirements inherent in a planned unit development classification.~~
- j. ~~The conformity and compatibility of the planned unit development with the comprehensive plan of the city.~~
- k. ~~The conformity and compatibility of the proposed common open space, primary residential and secondary nonresidential uses within the proposed planned unit development.~~
- l. ~~Architectural characteristics of proposed nonresidential development when available.~~
- m. ~~A listing of the specific types of secondary nonresidential or commercial uses to be allowed.~~

~~(6) *Review by city commission.* Upon receiving the recommendation of the planning and zoning board, the city commission shall, at a regularly scheduled public meeting, review the recommendation and preliminary development plan and either approve, approve subject to conditions, or disapprove the preliminary development plan application. Approval of the preliminary development plan includes the approval of the PUD zoning. The decision of the city commission~~

~~shall be based upon a consideration of the facts specified as review criteria for the planning and zoning board.~~

~~(7) *Recordation of preliminary application.* If the preliminary development plan application is approved by the city commission, a copy of the application and required exhibits shall be certified by the city clerk and signed by the mayor, and the certified copy shall be filed with the city clerk as a permanent record.~~

~~(Code 1988, § 24-45(g)(2))~~

**~~Sec. 118-889. Preliminary plat.~~**

~~(a) For a residential planned unit development, or any portion thereof, the preliminary plat may be omitted if the parcel, or applicable portion thereof, is not to be platted.~~

~~(b) The developer may request plat approval of the entire PUD or any portion thereof (a minimum of 20 acres).~~

~~(c) Procedures for preliminary plat submission will comply with chapter 110 pertaining to subdivisions.~~

~~(d) Additional information on the preliminary plat should include the following for the residential planned unit development or the portion thereof which is the subject of the preliminary plat:~~

~~(1) The proposed residential use other than single family.~~

~~(2) The proposed location of the primary residential use and secondary nonresidential use.~~

~~(3) Acreage in each of the primary residential and secondary nonresidential uses.~~

~~(4) Phasing or development schedule.~~

~~(5) Number of units, both total and by type.~~

~~(6) The proposed method of maintenance of the storm drainage system.~~

~~(e) A topographic data map may be submitted with the preliminary development plan if the property is not to be platted. The topographic data map shall be drawn at a scale of not less than 100 feet to one inch by a registered professional engineer or registered land surveyor showing the following:~~

~~(1) The location of existing property lines, streets, buildings, watercourses, transmission lines, sewers, bridges, culverts and drain pipes, water mains, city limit lines and any public utility easements.~~

~~(2) Wooded areas, marshes and any other physical conditions affecting the site.~~

~~(f) Engineering drawings of the following proposed utility system improvements must be presented to the city engineer no less than 30 days prior to commencement of construction of such improvements. Further, the improvements must be constructed and approved by the city engineer prior to presenting the final development plan to the planning and zoning board, unless an acceptable developer's agreement and bond are~~

provided to the city by the developer in accordance with the requirements of this Code. Engineering drawings must include the following:

- ~~(1) Water.~~
- ~~(2) Sanitary sewer.~~
- ~~(3) Storm sewer.~~
- ~~(4) Sidewalks and bicycle paths.~~
- ~~(5) Streets.~~
- ~~(6) Lot grading plan.~~
- ~~(7) Drainage.~~

~~(Code 1988, § 24-45(g)(3); Ord. No. 09-19, § 7, 10-8-09)~~

### **Sec. 118-890. Final development plan.**

~~(a) Time limits for submission. Unless otherwise specified by the PUD zoning ordinance, the developer shall have three years from the adoption date of the PUD zoning ordinance in which to:~~

- ~~i. File and obtain approval of a final plat of a residential planned unit development, or any portion thereof; or~~
- ~~ii. File and obtain approval of a final development plan of a residential planned unit development, or a portion thereof and commence construction contemplated by such plan. Site clearing and tree removal activities do not constitute commencement of construction for the purposes of this subsection.~~

~~Residential planned unit developments adopted prior to September 30, 2009 are hereby granted an extension to allow three years from September 30, 2009 in order to satisfy the conditions under subsection i. or ii. above.~~

~~(b) Site plan. If not platted, a site plan must be presented in accordance with division 2 of article II of this chapter.~~

~~(c) Plat. If platted a plat must be presented which complies with chapter 110.~~

~~(d) Additional exhibits. Additional exhibits required for the final development plan may include the following:~~

- ~~(1) Development schedule. The development schedule shall contain the following information for the residential planned unit development or the portion thereof which is the subject of the final development plan:~~
  - ~~a. The order of construction of the proposed stages delineated in the development plan.~~
  - ~~b. The proposed date for the beginning of construction on the stages.~~
  - ~~c. The proposed date for the completion of the stages.~~

d.—The proposed schedule for the construction and improvement of common open space within the stages, including any complementary buildings.

~~(2) *Deed restriction.* Deed restriction proposals to preserve the character of the common open space. The deed restrictions shall include a prohibition against partition by any residential property owner.~~

~~(3) *Association or nonprofit corporation.* If the developer elects this method of administering common open space, the proposed bylaws of the association or the certificate of incorporation and the corporate bylaws of the nonprofit corporation shall be submitted for approval by the city attorney.~~

~~(4) *Instruments.* Instruments dedicating all rights of way, easements and other public lands shown on the final development plan from all persons having any interest in the land and instruments indicating that all necessary off-site easements or dedications have been acquired. In lieu of originals, certified true copies will be accepted if the recording information from the public records of the county is included thereon.~~

~~(5) *Bill of sale.* A bill of sale, conveying to the city water and sewer utility lines, mains, lift stations, and other personal property required to be installed by this Code.~~

~~(6) *Title opinion.* A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.~~

~~(7) *Tax receipts.* Paid receipts from the city and county indicating taxes have been paid in full up to and including the current period.~~

~~(e) *Procedure.*~~

~~(1) A fee established by the city commission shall accompany the final development plan application for the purpose of administration.~~

~~(2) The city engineer and the city planner shall recommend the approval, approval subject to conditions, or disapproval of the final development plan application based upon the conformity of the final development plan with the preliminary development plan, sufficiency and accurateness of the required exhibits, and the requirements and purposes of this division and ordinances and regulations of the city.~~

~~(3) The planning and zoning board and the city commission shall review these recommendations at regular public meetings and shall approve, approve subject to conditions, or deny the final development plan application.~~

~~(f) *Recording of final development plan.*~~

~~(1) After approval of the city commission of the final development plan application, it shall be recorded in the public records of the county. No final development plan of a planned unit development, or any portion thereof, within~~

~~the city shall be recorded unless it shall have the approval of the city commission inscribed thereon.~~

~~(2) The transfer of, sale of, agreement to sell, or negotiation to sell land by reference to or exhibition of or other use of a final development plan of a planned unit development or portion thereof that has not been given final approval by the city commission and recorded in the official records of the county is prohibited. The description by metes and bounds in the instrument of transfer or other documents shall not exempt the transaction from such documents.~~

~~(Code 1988, § 24-45(g)(4); Ord. No. 09-19, § 2, 10-8-09)~~

**~~Sec. 118-891. Physical review.~~**

~~The city shall have the right to evaluate the physical layout, architectural characteristics, and amenities of the residential planned unit development and to require changes or modifications designed to create compatibility and conformity in the variety of uses within the development to ensure, protect and promote the health, safety and general welfare of the property owners of the planned unit development and the residents of the city.~~

~~(Code 1988, § 24-45(h))~~

**~~Sec. 118-892. Building permit.~~**

~~No building permit shall be issued by the city until the final development plan has been approved and duly recorded as provided in this division.~~

~~(Code 1988, § 24-45(i))~~

**~~Sec. 118-893. Reserved.~~**

~~**Editor's note:** Ord. No. 09-19, § 3, adopted October 8, 2009, repealed § 118-893, which pertained to termination of PUD zone and derived from § 24-45(j) of the 1988 Code.~~

**~~Sec. 118-894. Enforcement.~~**

~~In addition to any other method of enforcement, the city shall have the power to enforce this division by an appropriate suit in equity.~~

~~(Code 1988, § 24-45(k))~~

~~Secs. 118-895—118-920. Reserved~~

~~Secs. 118-886--118-920. Reserved.~~

**Subdivision III. Land Use Regulations**

## **Subdivision II. Land Use Regulations**

### **DIVISION 4. URBAN VILLAGE PLANNED UNIT DEVELOPMENT (UVPUD)**

#### **Subdivision I. In General**

##### **Sec. 118-1063. Intent/description/design features.**

- (a) Development within the urban village planned unit development shall be designed based on an urban development pattern which encourages the formation of a suburban village. All development within the boundaries of the urban village planned unit development shall follow the design principles of:
- (1) creating a series of walkable residential neighborhoods;
  - (2) developing an integrated park and trail system to facilitate pedestrian travel and recreation;
  - (3) developing a comprehensive network of roads and traffic calming solutions to complement and support the existing Marsh Road infrastructure;
  - (4) establishing connectivity to natural systems while preserving wetlands and other natural resources and protecting water quality and quantity;
  - (5) creating a mixed-use character through the integration of a diversity of uses; and
  - (6) creating a focus center within the urban village.
- (b) The urban village planned unit development shall provide a compact integrated development pattern with a park or central feature located within a ¼ mile walking distance of the majority of residences in each neighborhood.
- (c) To ensure adequate housing diversity, each urban village planned unit development shall contain a variety of housing types which may include both attached and detached housing product with ownership and rental opportunities.
- (d) The street network shall be designed to create a hierarchy of interconnected streets and traffic calming solutions to allow travel through and between neighborhoods and beyond the urban village planned unit development. Roadway cross sections shall be designed to accommodate multiple modes of transportation.
- (e) Emphasis shall be placed on pedestrian and bike paths and shall be incorporated in street cross sections and open spaces.
- (f) The standards and procedures of the urban village planned unit development are intended to promote flexibility of design and to permit planned diversification and integration of uses and structures, while retaining in the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect and promote the public health, safety and general welfare.

##### **Sec. 118-1064. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Common open space:* a parcel of land or a combination of land and water within the site designated as a planned unit development, and designed and intended for the use or enjoyment of residents of the planned unit development. All common open space shall be improved to the extent necessary to complement the residential uses and may contain compatible and complementary structures for the benefit and enjoyment of the residents of the planned unit development.

*Developer:* a person, firm, association, syndicate, partnership or corporation who owns land which is developed or proposed to be developed into a planned unit development and who is actually involved in the construction and creation of a planned unit development.

*Development plan:* the total site plan of a planned unit development drawn in conformity with the requirements of this division. The development plan shall specify and clearly illustrate the location, relationship, design, nature and character of all primary and secondary uses, public and private easements, structures, parking areas, public and private roads, and common open space.

*Development schedule:* a comprehensive statement showing the type and extent of development to be completed within the various practicable time limits and the order in which development is to be undertaken. A development schedule shall contain an exact description of the specific buildings, facilities, common open space, and other improvements to be developed at the end of each time period.

*Final development plan:* the development plan approved by the city commission and recorded with the clerk of the circuit court of the county according to this division.

*Final development plan application:* the application for approval of the final development plan and for approval of the required exhibits as specified in this division.

*Planned unit development or PUD:* an area of land developed as a single entity, or in approved stages or phases in conformity with a final development plan by a developer or group of developers acting jointly, which is totally planned to provide for a variety of residential and compatible uses and common open space.

*Preliminary development plan:* means the development plan approved by the city commission and filed with approval of the city for a planned unit development zone.

*Preliminary development plan application:* the application for approval of the use of a site as a planned unit development and for approval of the required exhibits as specified in this division.

*Residential clustering:* the grouping of residential structures on a portion of the available land, reserving a significant amount of the site as protected open space.

*Site:* means the actual physical area to be developed as a planned unit development, including the natural and created characteristics of the area.

*Stage or phase:* means a specified portion of the planned unit development that may be developed as an independent entity. It must be delineated in the preliminary development plan, defined in the final development plan, and specified within the development schedule.

*Village center:* that portion of the urban village which allows retail and commercial uses. Residential uses may also be located here.

Zero lot line: means a residential development of single-family detached dwelling units in which each dwelling unit abuts one side lot line with no two dwelling units abutting a common side lot line, and the maximum height of units in the development is 30 feet.

**Sec.118.1065. General requirements.**

- (a) The urban village planned unit development shall be located in the urban village future land use designation as defined in the city's comprehensive plan, or in such other areas as determined by City Commission.
- (b) All development proposals within an urban village planned unit development will be evaluated for consistency with the requirements and/or guidelines of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange county and the City of Winter Garden (Dated January 24, 2007) as approved by the City Commission.
- (c) All development within the urban village planned unit development shall comply with the Wekiva Parkway and Protection Act, and shall meet or exceed the standards of the Resource Protection Overlay as established by the City's Comprehensive Plan. In the event of a conflict or conflicts between the Urban Village Planned Unit Development zoning district and the Resource Protection Overlay, the Resource Protection Overlay shall control to the extent such conflict exists.
- (d) Maximum density in the urban village planned unit development for any neighborhood shall be four dwelling units per gross acre except in the village center where the density may be up to 12 dwelling units per gross acre. However, certain neighborhoods may use residential clustering while maintaining the overall maximum density for the neighborhood. Maximum intensity for non residential development is 0.3 floor area ratio.
- (e) Stormwater facilities within the urban village residential planned unit development shall generally be designed as amenities and low impact design (LID) techniques will be used where practical.
- (f) New development shall connect to City utilities, potable water, sanitary sewer, and reclaimed water when available.
- (g) Residential and nonresidential uses are allowed in the village center and may occupy the same building where nonresidential occupies the first floor with residential on the upper floors.
- (h) Accessory dwelling units, not to exceed 850 square feet, above garages shall be allowed for a maximum of 75% of the residential units for the urban village planned unit development. These additional accessory units shall not be counted towards the density.
- (i) If needed and in coordination with the school board, adequate school capacity will be satisfied for all urban village planned unit developments through school concurrency.

**Sec. 118-1066. Permitted uses.**

Uses permitted in the urban village residential planned unit development may include and shall be limited to the following:

- (1) Primary residential uses. Primary residential uses permitted are single-family detached and multifamily residential dwelling units, including apartments, in semidetached,

attached, and multistoried structures.

- (2) Nonresidential uses. Nonresidential uses include religious, public or semipublic uses, cultural, recreational, retail, schools, personal service, offices and professional centers providing services to residents of the urban village planned unit development and to residents of surrounding properties. The nonresidential uses shall be compatible the primary residential use. No building devoted primarily to a commercial use shall be built or established prior to the primary residential buildings or uses it is designed or intended to serve. These uses shall be located in the village center.

#### **Sec. 118-1067. Unified ownership or control.**

For an urban village planned unit development, unified ownership or control is not required. An urban village planned unit development can be made up of numerous property owners. However, parcels that do not contain non-residential uses must have direct pedestrian and vehicular access to the village center and other commercial and institutional areas.

#### **Sec. 118-1068. Common open space.**

- (a) All common open spaces in urban village planned unit developments shall be preserved for their intended purpose as expressed in the final development plan. The developer shall choose one of the following methods of administering common open space:
- (1) Public dedication to the city of the common open space. This method is subject to formal acceptance by the city and in its sole discretion.
  - (2) Establishment of an association or nonprofit corporation or entity which must include all individuals, corporations and entities owning property within the planned unit development to ensure the maintenance of all common open space.
- (b) All privately owned common open space shall continue to conform to its intended purpose and remain as expressed in the final development plan through its inclusion in all deeds with appropriate restrictions to ensure that the common open space is permanently preserved. The deed restrictions shall run with the land and shall be for the benefit of present as well as future property owners and shall contain a prohibition against partition.
- (c) All common open space and recreational facilities shall be specifically included in the development schedule and shall be constructed and fully improved by the developer at an equivalent or greater rate than the construction of residential structures.
- (d) If the developer elects to administer common open space through an association or nonprofit corporation or other entity, the organization shall conform to the following requirements:
- (1) The developer must establish the association or nonprofit corporation prior to the sale or transfer of any lots.
  - (2) Membership in the association or nonprofit corporation or other entity shall be mandatory for all property owners within the planned unit development.
  - (3) The association or nonprofit corporation or other entity shall manage all common open space and recreational and cultural facilities that are not dedicated to the City or public; shall provide for the maintenance, administration and operation of the land and

improvements and any other land and improvements within the planned unit development not publicly or privately owned; and shall secure adequate liability insurance on the land and improvements.

(4) If the developer elects an association or nonprofit corporation or other entity as a method of administering common open space, the title to all property owners in the planned unit development shall include undivided rights and obligations in all common open space.

(5) Association documents shall be reviewed and approved by the city.

Secs. 118-1069—118-1079. Reserved

## **Subdivision II. Land Use Regulations**

### **Sec. 118-1080. Minimum size; dwelling units.**

(a) There are no minimum acreage requirements for the urban village planned unit development zoning.

### **Sec. 118-1081. Maximum development.**

The average density permitted in each planned unit development shall be established by the city commission upon recommendation of the planning and zoning board. Maximum density in the urban village planned unit development shall be four dwelling units per gross acre except in the village center where the density may be up to 12 dwelling units per acre. Maximum intensity for non residential development is 0.3 floor area ratio.

### **Sec. 118-1082. Minimum common recreation and open space.**

(a) For the urban village planned unit development, all new development and redevelopment shall be subject to the Resource Protection Overlay and Wekiva Study Area Open Space standards and requirements as follows:

(1) Minimum open space shall be 25% for both residential and non residential development, all open space shall consist of Wekiva Study Area Open Space. Wekiva Study Area Open space shall be preserved through the use of conservation easements, deed restriction, plats and/or dedication to the appropriate governmental agency, environmental association or homeowners association as required by the City. Open space shall be connected to the greatest extent possible on-site and to natural areas and open space within adjacent property or corridors.

(2) Wekiva Study Area Open space shall be defined as land area within the Resource Protection Overlay that remains undisturbed or minimally disturbed such as trails and boardwalks, as part of a natural resource preserve or passive recreation area and shall include land preserved for Conservation purposes. Wekive Study Area Open Space may include dry retention, passive recreation, school playgrounds and buffers. Up to fifty percent (50%) of the Wekiva Study Area Open Space requirement may be met with dry stormwater retention areas. None of the 25% WSA Open Space may be chemically treated with pesticides or fertilizers; provided, however, a development that creates

sensitive natural habitat may be allowed limited use of pesticides and fertilizers to establish sensitive natural habitat. Wekiva Study Area Open Space shall not include setback areas, private yards, street right of way, parking lots, impervious surfaces or active recreation areas.

- (b) Common recreation space shall be provided to the extent necessary to complement the residential uses and may contain compatible and complementary structures for the benefit and enjoyment of the residents of the PUD. Drainage ditches, if allowed by the city commission, parking areas, road rights-of-way and minimum yards and spacing between dwelling units may not be included in determining usable recreation space. Water areas including wet bottom retention, dry retention, and wetland areas which are aesthetically and functionally designed for active or passive recreational use may be considered to partially fulfill recreation requirements. In no case, however, shall there be less than five percent of the total developable land area set aside for active, dry-land recreational use.

**Sec. 118-1083. Minimum lot area, frontage and setbacks.**

- (a) No minimum lot size shall be required within the urban village planned unit development district, however residential areas within an urban village planned unit development must provide a mixture of lot sizes.
- (b) Each dwelling unit or other permitted use shall have access to a public street either directly or indirectly via a private road or other area dedicated to public or private use guaranteeing access. Permitted uses are not required to front on a publicly dedicated road. The city shall be allowed access on privately owned roads, easements and common open space.
- (c) The minimum distance between structures and side yards shall be as follows:
- (1) For single-family platted lots, side yard requirements shall be as follows:
- a. For lot width less than 70 feet: five feet.
  - b. For lot width 70 feet to 84 feet: 7 1/2 feet.
  - c. For lot width greater than 84 feet: ten feet.
  - d. For zero lot line single-family detached development: ten feet.
- (2) For townhouses, unplatted residential development, commercial development, and all development other than single-family platted lots, the distance between structures shall be as follows:
- a. Between structures of 20 feet in height or less: 15 feet.
  - b. Between structures of 20 and 30 feet in height: 20 feet.
  - c. Between structures of 30 feet and 40 feet in height: 25 feet.
  - d. Between structures over 40 feet in height: 40 feet, plus five feet for each additional ten feet of height or fraction thereof over 40 feet.
  - e. Between structures of varying heights, the larger distance separation shall be required.
- (d) A minimum 25-foot yard shall be required from the nearest part of any building wall to the

edge of any public right-of-way or private street, and all structures shall have a minimum 20-foot rear yard. A minimum 25-foot yard shall be maintained between the walls of all structures and the perimeter of the PUD. Additional perimeter yard requirements for multistory buildings shall be figured at five additional feet for each ten feet of height over the first story.

- (e) Maximum height shall be 50 feet unless approved by special exception by the city commission in addition to a finding by the city commission that height in excess of 50 feet will be compatible with adjacent uses and will substantially further the health, safety or general welfare of the citizens of the city.
- (f) Accessory buildings or structures may only be placed in the rear yard according to the requirements of this chapter.
- (g) Building setbacks from water areas and lakes shall be 30 feet from the normal high water line.

**Sec. 118-1084. Maximum length of structure.**

The maximum length of a structure in the urban village planned unit development is 200 feet. Units constructed under the zero lot line concept with common walls shall be considered as one structure and shall not exceed 200 feet.

**Sec. 118-1085. Minimum floor area per unit.**

In a residential planned unit development, the minimum floor area per unit shall be as follows:

- (1) Single family dwellings, 1,000 square feet.
- (2) Multifamily dwellings including townhouses:
  - a. Efficiency, 450 square feet.
  - b. One bedroom, 550 square feet.
  - c. Two bedrooms, 650 square feet.
  - d. Three bedrooms, 800 square feet.

**Sec. 118-1086. Off-street parking.**

All uses in the urban village planned unit development shall meet the city's parking and landscaping requirements.

**Sec. 118-1087. Underground utilities.**

Within the residential planned unit development, all utilities including telephone, television cable and electrical systems shall be installed underground unless physical and technical conditions require aboveground installation. Primary facilities providing service to the site of the PUD may be exempted from this section. Large transformers shall be placed on the ground, and such

transformers and all utilities not installed underground shall be contained within landscaped enclosures or vaults. Any required substations shall be screened by walls resembling a structure which is compatible with the design of the PUD.

**Sec. 118-1088. Development standards.**

For the urban village planned unit development, the minimum construction requirements for streets or roads, sidewalks, sewer and water facilities, drainage and all utilities shall be in compliance with the requirements of chapter 78, chapter 110 and the manual in appendix A to this Code.

Secs. 118- 1089--118-1100. Reserved.

**SECTION 4. CONTROL.** In the event of a conflict or conflicts between this Ordinance and other Ordinances, this Ordinance shall control to the extent such conflict exists.

**SECTION 5. SEVERABILITY.** If any portion of this Ordinance is determined to be void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

**SECTION 6. CODIFICATION.** This Ordinance shall be codified and made a part of the City of Winter Garden Code of Ordinances; the Sections of this Ordinance may be renumbered or relettered to accomplish such intention; and the word “*Ordinance*” may be changed to “*Section*”, “*Article*”, or other appropriate word.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall become effective upon approval of the City Commission at its second reading.

READ FIRST TIME AND PUBLIC HEARING HELD: \_\_\_\_\_, 2011.

READ SECOND TIME AND PUBLIC HEARING HELD: \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

ATTEST:

\_\_\_\_\_  
KATHY GOLDEN, City Clerk

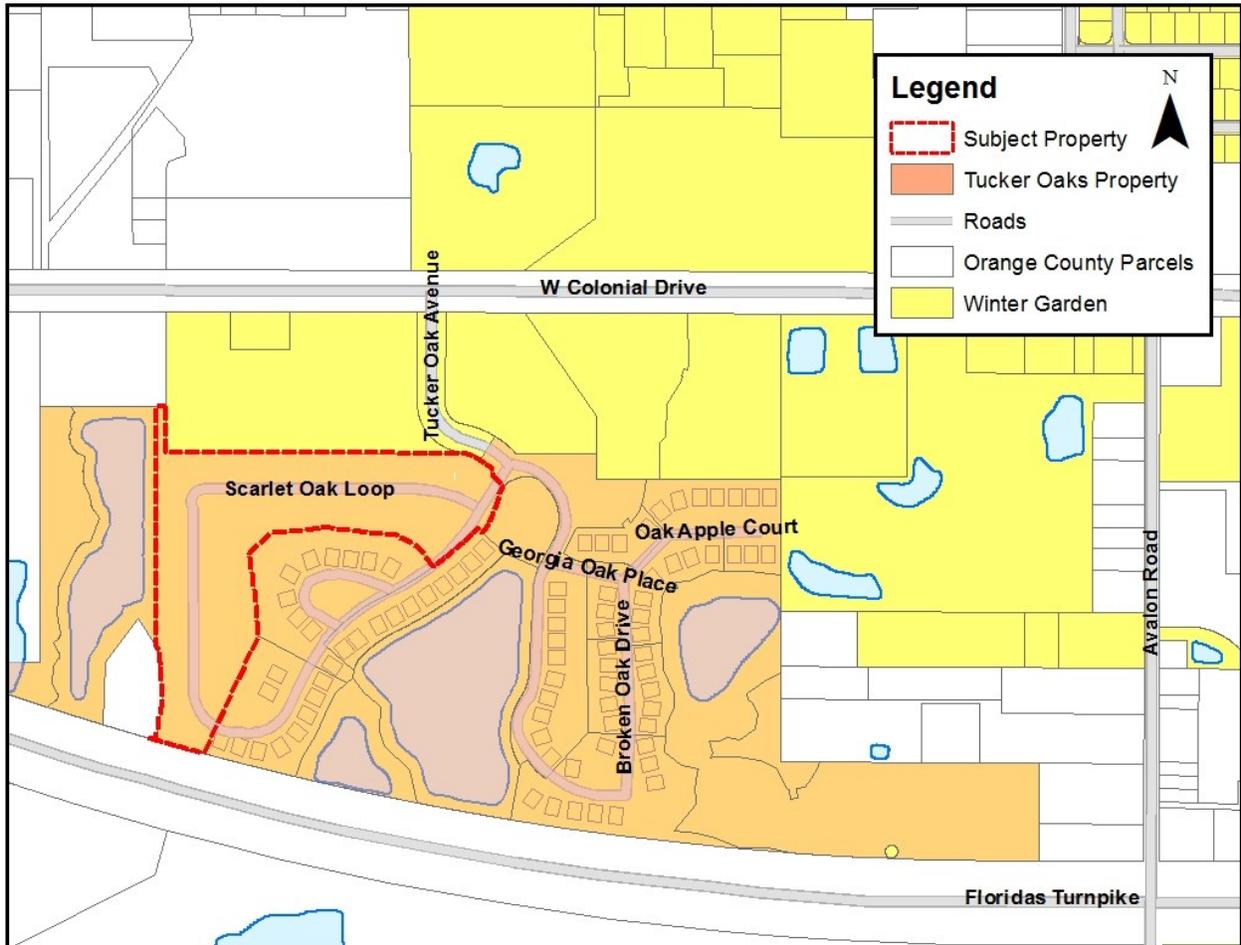


# LOCATION MAP

Ordinance 12-01

78.5 Acres

Tucker Oaks – PUD Amendment



# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 • (407) 656-4111

# STAFF REPORT

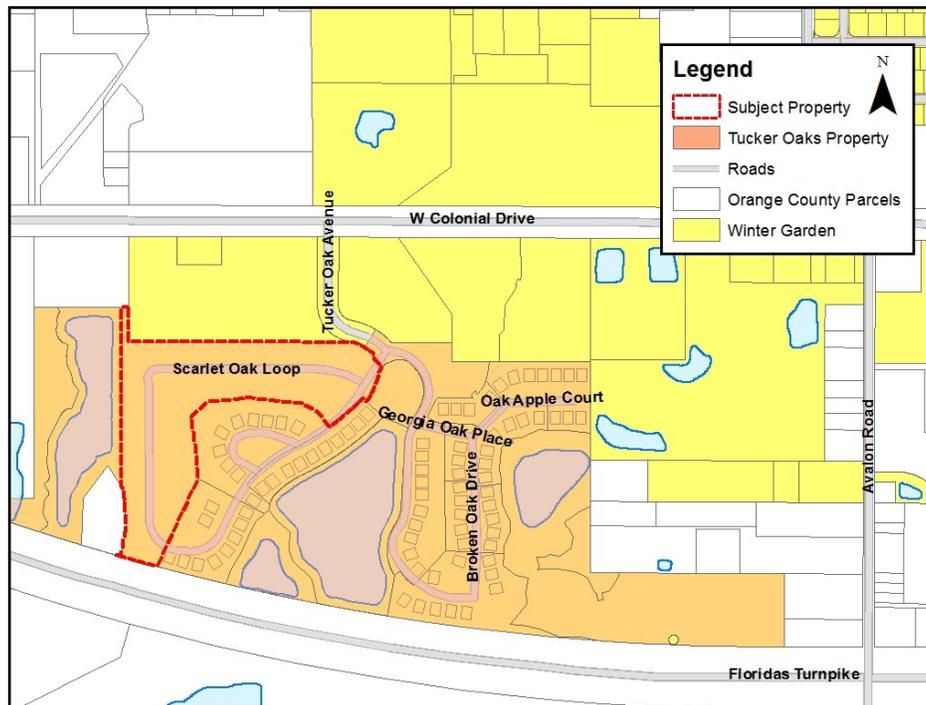
**TO:** PLANNING AND ZONING COMMITTEE  
**PREPARED BY:** LAURA SMITH, SENIOR PLANNER  
**DATE:** NOVEMBER 28, 2011  
**SUBJECT:** FINAL PLAT  
**Villas at Tucker Oaks (13.29+/- ACRES)**  
**PARCEL ID # 28-22-27-8781-00-020**

**APPLICANT:** D.R. HORTON, INC.

### INTRODUCTION

The purpose of this report is to evaluate the proposed Final Plat of the Villas at Tucker Oaks for compliance with the Preliminary Plat for the Tucker Oaks Property, the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property, located north of Florida's Turnpike and south of West Colonial Drive on Scarlet Oak Loop, is a 13.29± acre portion of the 78.5± acre Tucker Oaks Property. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting approval of Final Plat of the 13.29± acre property to be platted as the Villas at Tucker Oaks for 90 two-unit fee simple townhomes. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation PUD (Planned Unit Development) in the City of Winter Garden. The subject property is designated Medium Density Residential on the Future Land Use Map of the Comprehensive Plan. The 13.29± acre site proposed for Final Plat is the subject of an Amendment to the Tucker Oaks Planned Unit Development which is under consideration concurrently with the proposed Final Plat.

### **EXISTING USE**

The 78.5± acre Tucker Oaks Property has been partially platted for 252 triplex condominium units on approximately 61± acres, 213 triplex condominium units have been constructed to date and 39 triplex condominiums have not yet been constructed. The 13.29± acres of unplatted land are the subject area of the proposed Final Plat and are proposed to be platted for 90 two-unit fee simple townhomes as Villas at Tucker Oaks.

### **ADJACENT LAND USE AND ZONING**

The properties located to the north of the Tucker Oaks Property are made up of vacant commercial (C-2) and developed residential (R-3) apartment homes (Winter Woods Apartments) within the City of Winter Garden. The Tucker Oaks Property abuts Florida's Turnpike on the south side of the property, and abuts vacant commercial (C-1) and agricultural (A-1) lands within the Town of Oakland on the west side. The properties located to the east of the Tucker Oaks Property consist of vacant agricultural (A-1) lands and a single family residence (A-1) located in Unincorporated Orange County, and developed residential (R-3) apartment homes (Country Gardens Apartments) in the City of Winter Garden.

### **PROPOSED USE**

The applicant proposes to plat the 13.29± acre site to construct 90 two-unit fee simple townhomes. The applicant has proposed an amendment to the approved Tucker Oaks PUD Plan which is being considered concurrently with this request for Final Plat to allow for a total of 345 units, which would be comprised of 255 triplex condominium units (which have been platted) and 90 two-unit fee simple townhomes (which are the subject area of the proposed Final Plat).

### **PUBLIC FACILITY ANALYSIS**

The Tucker Oaks Property has been approved for 390 triplex condominium units, the applicant has proposed to reduce the total number of units to accommodate 90 two-unit fee simple townhomes in place of 135 of the 390 planned triplex condominium units. Infrastructure in the form of roads, water, sewer, and reclaimed water systems have been installed to support the approved triplex condominiums. The applicant proposes to construct a townhome product with a similar footprint to the approved triplex condominium units and therefore will require little modification to the existing facilities on the property.

The following modifications to the existing facilities will be necessary to accommodate the property being used for 90 two-unit townhomes instead of 135 triplex condominium units:

- All portions of the potable water system and reclaimed water system located downstream of the

master meter will be owned and maintained by the Homeowner's/Condominium Owner's Association, and will be sub-metered and residents billed by the association.

- All 4 inch fire service lines located within the 13.29 acre portion of the Tucker Oaks Property which will be developed as two-unit townhomes must be removed; the existing fire protection main stub-out may remain in place below grade and be abandoned at the valve.

**SUMMARY**

City Staff recommend approval of the proposed Final Plat for the Villas at Tucker Oaks contingent upon approval and adoption of Ordinance 12-01 (Amendment to the Tucker Oaks PUD Plan).

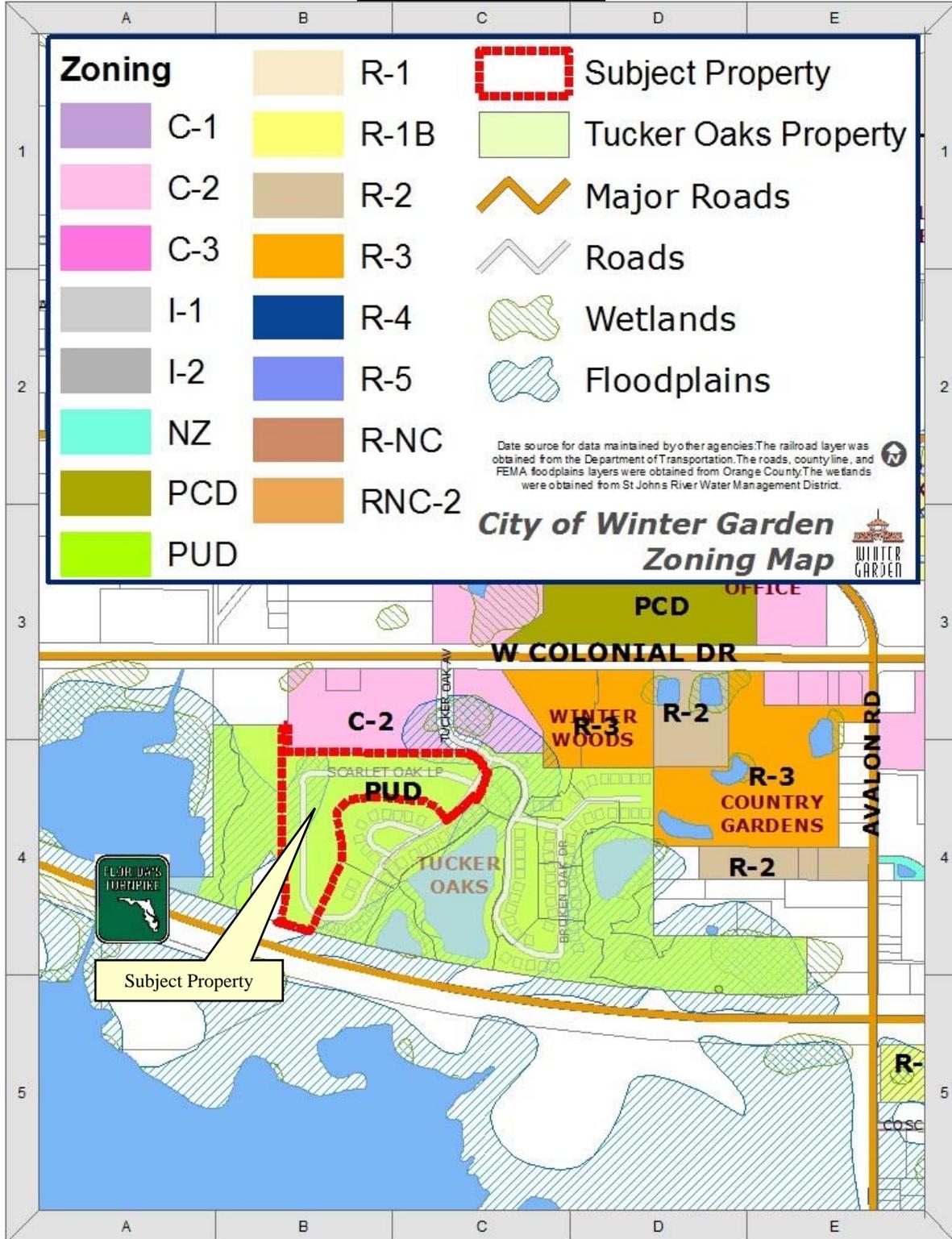
Staff has coordinated with the applicant to ensure that the Final Plat is consistent with the Code of Ordinances regarding Final Plat approval, the proposed Amendment to the Tucker Oaks PUD Plan, and the existing condominium community.

**MAPS**

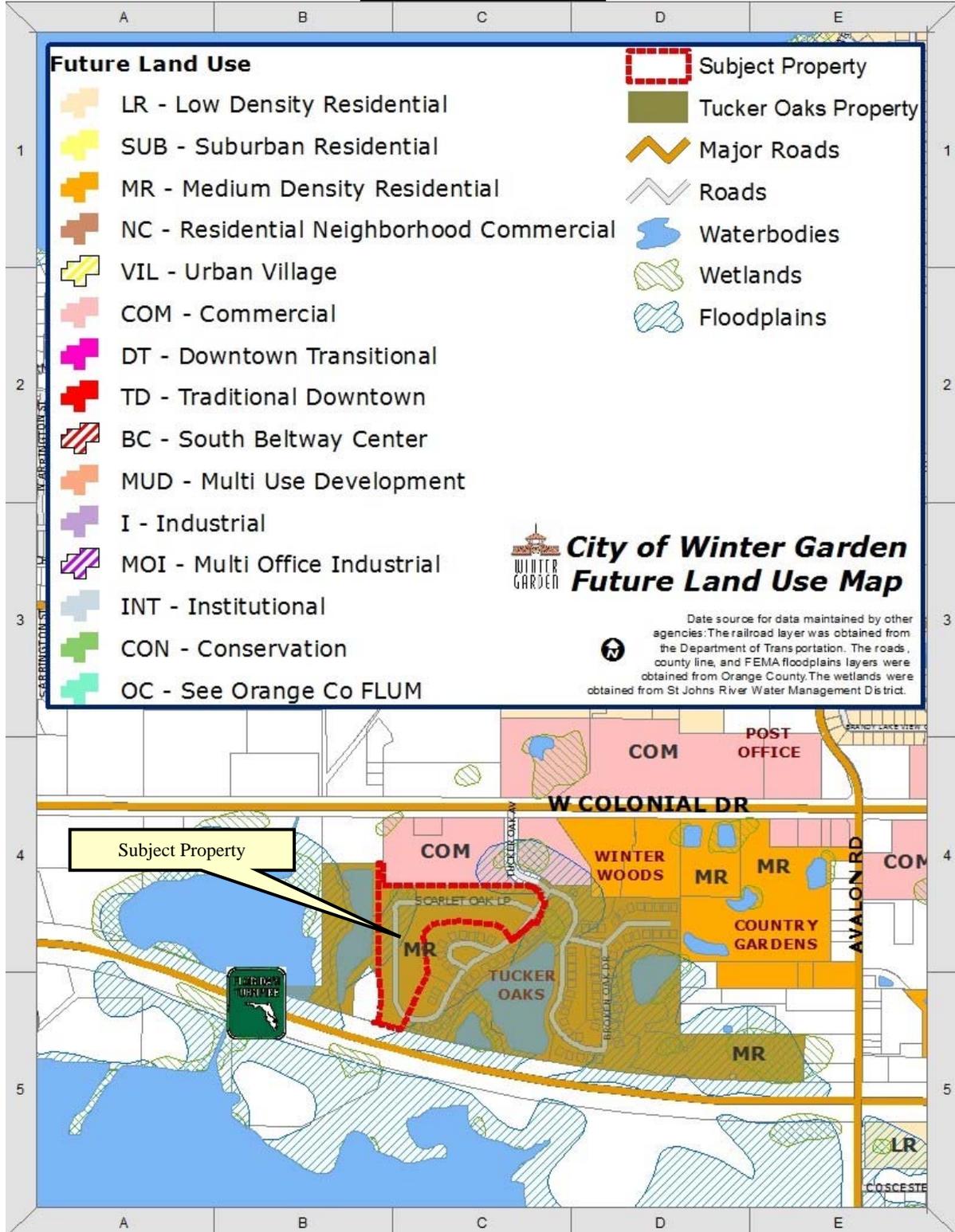
**AERIAL PHOTO  
Tucker Oaks Property**



## ZONING MAP Tucker Oaks Property



## FUTURE LAND USE MAP Tucker Oaks Property



**END OF STAFF REPORT**

# VILLAS AT TUCKER OAKS

A REPLAT OF PORTION LOT 2  
TUCKER OAKS

PLAT BOOK 68, PAGES 27 THRU 30  
SECTION 28, TOWNSHIP 22 SOUTH, RANGE 27 EAST  
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA.

SHEET 1 OF 5

PLAT  
BOOK

PAGE

## VILLAS AT TUCKER OAKS DEDICATION

This is to certify that the undersigned, D.R. HORTON, INC. a Delaware corporation, hereinafter referred to as "Owner," is the lawful fee-simple owner of the lands described in the caption hereon, and that it has caused the same to be surveyed, and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands and that the Owner hereby dedicates said lands and plat for the uses and purpose herein expressed. No part of said lands, except as noted in this Declaration or otherwise on face of this plat, is dedicated to the City of Winter Garden, Orange County or the public. None of the property designated as "Common Areas" on this plat is required for public use; such Common Areas are not and will not be a part of the City or County system of public roads. Said Common Areas are instead part of the Common Areas created by this plat and will be subject to the Declaration of Covenants and Restrictions for The Villas at Tucker Oaks to be recorded in the Public Records of Orange County, as may be modified from time to time by the recording of amendment in the public records (hereinafter referred to as the "Declaration"). The Owner does hereby grant to the present and future owners of all lots and tracts shown on this plat and their guests, invitees, domestic help and to delivery and fire protection services, school services, police and other authorities of law, emergency medical transportation, United States mail carriers, representatives of utilities, code enforcement, solid waste collection and other public service providers, the City of Winter Garden, holders of mortgage liens on such lands, and such other persons as Owner, its successors and assigns, may from time to time designate, the non-exclusive and perpetual right of ingress and egress, and for approved utilities, over, under, above, through and across the roads and sidewalks and as they may from time to time be constructed on the Tract L (Private Roadway) shown on this plat. Utilities easements shown on and as described in the plat notes of this plat are hereby dedicated to the City of Winter Garden. The Villas at Tucker Oaks Homeowners Association, Inc. is dedicated and reserved a non-exclusive potable water line easement over the 10.00' Utility Easement on each lot adjacent to the private roadways to provide for the operation, repair and maintenance of the potable water lines. In addition to the foregoing, an easement is hereby dedicated to the City of Winter Garden over, under and through the tracts and lots of this plat for access, repair and maintenance purposes in the event inadequate maintenance of the storm drainage system or private roadways creates a hazard to the public health, safety and general welfare. Said access easement granted above does not impose any obligation, burden, responsibility or liability upon the City of Winter Garden to enter the tracts and lots and take action to repair or maintain the private storm drainage system, private potable water system, private reclaimed water system, or private roadways.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this \_\_\_\_ day of \_\_\_\_\_ 2011.

Signed, sealed and delivered  
in the presence of: D.R. HORTON, INC. a Delaware corporation  
5850 T.C. Lee Boulevard  
Suite 600  
Orlando, Florida 32822

Signature  
Print Name: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_ By: Donna L. Pope  
City Manager / Vice President

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by Donna L. Pope, as City Manager / Vice President of D.R. HORTON, INC. a Delaware corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW Signature of Person Taking Acknowledgement  
Notary Public

## QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER

This plat was prepared under my direction and supervision. This plat complies with all of the survey requirements of Part 1 of Chapter 177, Florida Statutes and Chapter 110 of the Winter Garden code of ordinances. The land described herein lies in the City of Winter Garden, Orange County, Florida.

Date: ..... BY: .....  
DAVID M. DeFILIPPO  
Florida Registered Surveyor and Mapper  
Certificate No. 5038

AMERICAN SURVEYING & MAPPING INC.  
1030 North Orlando Avenue, Suite B, Winter Park, FL 32789  
Certificate of Authorization Number LB6393

## CERTIFICATE OF REVIEW BY CITY SURVEYOR

This plat has been reviewed for conformity with Chapter 177, Florida Statutes.

City Surveyor Date

## CERTIFICATE OF APPROVAL BY PLANNING DIRECTOR

Examined and Approved City Planner Date

## CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on ..... the foregoing plat was approved by the City Commission of Winter Garden, Florida

Mayor  
Attest:  
City Clerk

## CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, that the foregoing plat was recorded in the Orange County Official Records on \_\_\_\_\_ as File No. \_\_\_\_\_

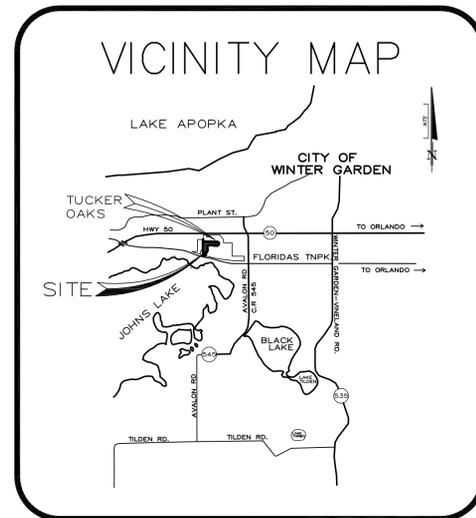
County Comptroller in and for Orange County, Florida  
By \_\_\_\_\_

### DESCRIPTION:

THAT PART OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER (N 1/4) CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 27 EAST; THENCE SOUTH 00°02'28" WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 580.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°43'08" EAST, A DISTANCE OF 195.89 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 24°34'48" AND A CHORD DISTANCE OF 106.43 FEET WHICH BEARS SOUTH 59°46'13" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 107.25 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 74°43'16" AND A CHORD DISTANCE OF 30.34 FEET WHICH BEARS SOUTH 10°07'11" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 32.60 FEET; THENCE SOUTH 49°05'48" EAST, A DISTANCE OF 50.59 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 23°34'56" AND A CHORD DISTANCE OF 30.65 FEET WHICH BEARS SOUTH 29°06'44" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.87 FEET; THENCE SOUTH 17°19'16" WEST, A DISTANCE OF 67.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 21°09'14" AND A CHORD DISTANCE OF 82.60 FEET WHICH BEARS SOUTH 27°53'53" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 83.07 FEET; THENCE NORTH 44°28'11" WEST, A DISTANCE OF 25.21 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 07°31'29" AND A CHORD DISTANCE OF 26.25 FEET WHICH BEARS SOUTH 41°20'47" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 26.27 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,199.76 FEET, A CENTRAL ANGLE OF 03°22'28" AND A CHORD DISTANCE OF 70.65 FEET WHICH BEARS SOUTH 46°47'53" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 70.66 FEET; THENCE NORTH 42°42'28" WEST, A DISTANCE OF 71.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 20°56'19" AND A CHORD DISTANCE OF 63.60 FEET WHICH BEARS NORTH 53°10'37" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.95 FEET; THENCE NORTH 63°38'47" WEST, A DISTANCE OF 12.42 FEET; THENCE SOUTH 33°36'19" WEST, A DISTANCE OF 101.55 FEET; THENCE NORTH 62°56'53" WEST, A DISTANCE OF 60.95 FEET; THENCE SOUTH 83°36'19" WEST, A DISTANCE OF 240.07 FEET; THENCE SOUTH 84°17'23" WEST, A DISTANCE OF 211.76 FEET; THENCE SOUTH 47°54'44" WEST, A DISTANCE OF 105.17 FEET; THENCE SOUTH 07°38'30" EAST, A DISTANCE OF 192.08 FEET; THENCE SOUTH 02°10'32" EAST, A DISTANCE OF 103.17 FEET; THENCE SOUTH 24°57'49" WEST, A DISTANCE OF 466.61 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (SUNSHINE STATE PARKWAY) AND A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 11,309.16 FEET, A CENTRAL ANGLE OF 01°01'46" AND A CHORD DISTANCE OF 203.18 FEET WHICH BEARS NORTH 74°27'29" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG NORTH RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (SUNSHINE STATE PARKWAY) A DISTANCE OF 203.19 FEET; THENCE DEPARTING NORTH RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (SUNSHINE STATE PARKWAY) NORTH 83°50'58" EAST, A DISTANCE OF 28.53 FEET; THENCE NORTH 09°05'58" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 03°44'02" WEST, A DISTANCE OF 184.00 FEET; THENCE NORTH 34°24'02" WEST, A DISTANCE OF 13.65 FEET; THENCE NORTH 00°12'58" EAST, A DISTANCE OF 856.07 FEET TO A POINT ON SOUTH LINE OF THE NORTH 416.00 FEET OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 28; THENCE ALONG SAID SOUTH LINE SOUTH 89°51'21" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON EAST LINE OF THE WEST 450.00 FEET OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 28; THENCE ALONG SAID EAST LINE SOUTH 00°12'58" WEST, A DISTANCE OF 164.00 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89°51'21" EAST, A DISTANCE OF 877.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.29 ACRES (578,958 SQUARE FEET), MORE OR LESS.



### NOTICE

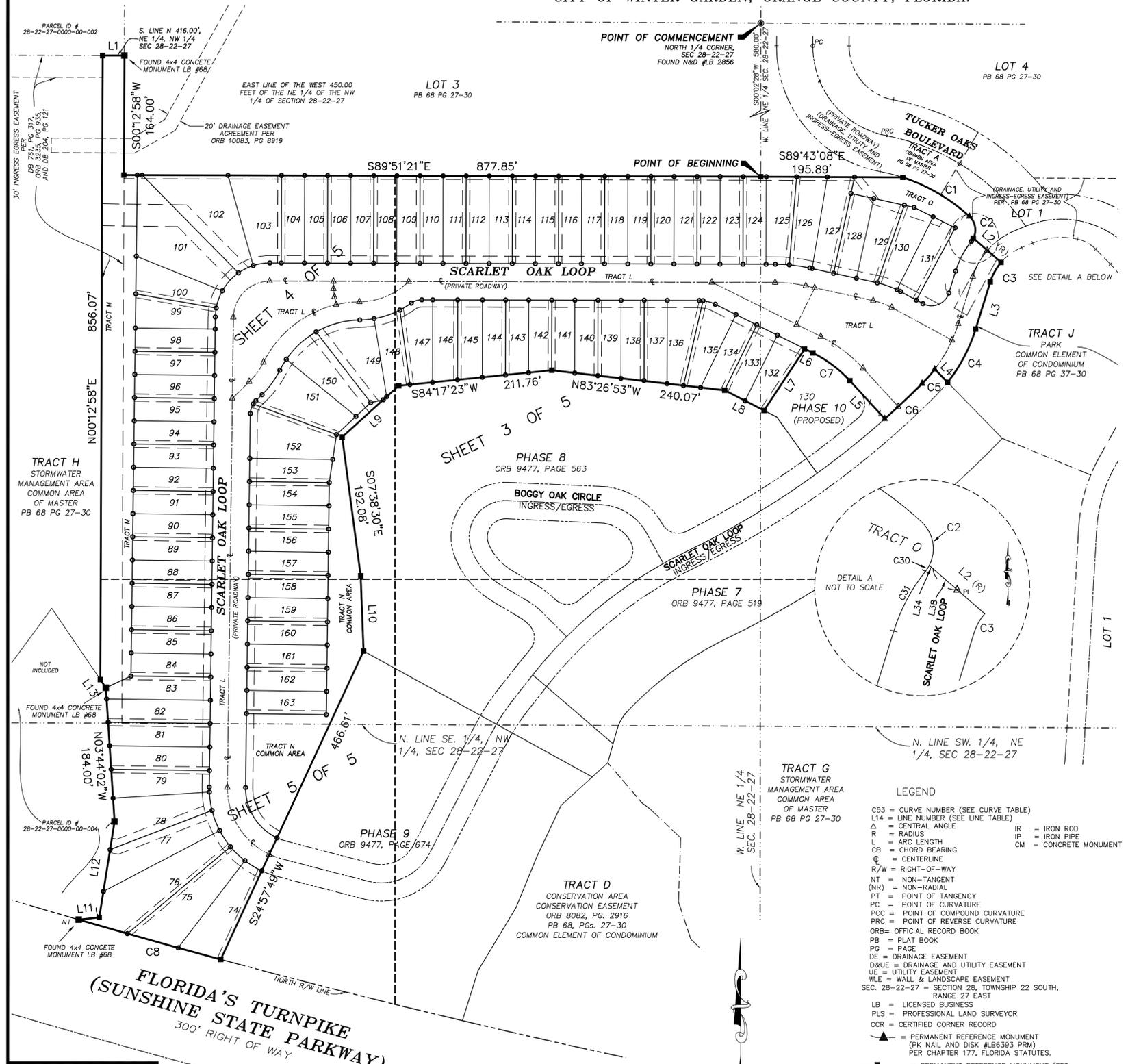
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



# VILLAS AT TUCKER OAKS

A REPLAT OF PORTION LOT 2, TUCKER OAKS  
 PLAT BOOK 68, PAGES 27 THRU 30  
 SECTION 28, TOWNSHIP 22 SOUTH, RANGE 27 EAST  
 CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA.

PLAT BOOK PAGE  
 SHEET 2 OF 5

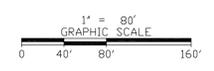


LINE	BEARING	LENGTH
L1	S89°51'21"E	30.00'
L2	S49°05'48"E	50.59'
L3	S17°19'16"W	67.83'
L4	N44°28'11"W	25.21'
L5	N42°42'28"W	71.28'
L6	N63°38'47"W	12.42'
L7	S33°36'19"W	101.55'
L8	N62°56'53"W	60.95'
L9	S47°54'44"W	105.17'
L10	S02°10'32"E	103.17'
L11	N83°50'58"E	28.53'
L12	N09°05'58"E	133.20'
L13	N34°24'02"W	13.65'
L14	S22°36'44"W	12.04'
L15	S67°23'16"E	37.88'
L16	N22°36'44"E	10.00'
L17	S17°19'16"W	67.83'
L18	S61°39'32"E	94.22'
L19	S77°39'03"E	95.18'
L20	S77°39'03"E	82.69'
L21	S77°39'03"E	12.48'
L22	S42°42'28"E	71.54'
L23	S26°21'13"W	56.20'
L24	N00°08'39"E	10.02'
L25	N13°02'09"W	10.78'
L26	N45°44'16"E	32.74'
L27	N17°19'16"E	31.59'

LINE	BEARING	LENGTH
L28	S61°39'32"E	35.03'
L29	S77°39'03"E	95.18'
L30	S45°44'16"W	12.03'
L31	N48°55'58"E	75.50'
L32	N26°03'57"E	113.52'
L33	N14°07'58"E	110.22'
L34	S49°05'48"E	3.44'
L35	S14°07'58"W	80.75'
L36	S26°03'57"W	119.66'
L37	S48°55'58"W	72.97'
L38	S49°05'48"E	22.14'
L39	N89°44'02"W	18.88'
L40	N65°07'17"E	38.08'
L41	S08°35'50"W	32.14'
L42	S08°34'36"W	34.49'
L43	S47°07'15"W	36.68'
L44	S47°07'15"W	27.68'
L45	S77°10'52"W	17.75'
L46	S80°54'02"E	7.32'
L47	S80°54'02"E	12.68'
L48	S77°39'03"E	89.12'
L49	S63°39'13"E	63.14'
L50	S63°39'13"E	19.18'
L51	S35°23'02"W	7.96'
L52	N71°43'26"W	95.12'
L53	N38°12'48"W	41.52'
L54	N38°12'48"W	39.30'

CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	250.00'	107.25'	24°34'48"	S59°46'13"E	106.43'
C2	25.00'	32.60'	74°43'16"	S10°07'11"E	30.34'
C3	75.00'	30.87'	23°34'56"	S29°06'44"W	30.65'
C4	225.00'	83.07'	21°09'14"	S27°53'53"W	82.60'
C5	200.00'	26.27'	7°31'29"	S41°20'47"W	26.25'
C6	1199.76'	70.66'	3°22'28"	S46°47'53"W	70.65'
C7	175.00'	63.95'	20°56'19"	N53°10'37"W	63.60'
C8	11309.16'	203.19'	1°01'46"	N74°27'29"W	203.18'
C9	250.00'	14.83'	3°23'54"	N70°21'40"W	14.83'
C10	250.00'	37.97'	8°42'06"	N64°18'40"W	37.93'
C11	250.00'	49.41'	11°19'24"	N54°17'55"W	49.33'
C12	250.00'	5.05'	1°09'24"	N48°03'31"W	5.05'
C13	1199.76'	45.66'	2°10'50"	N46°12'04"E	45.66'
C14	1199.76'	25.00'	1°11'38"	N47°53'18"E	25.00'
C15	100.00'	41.17'	23°35'18"	S29°06'55"W	40.88'
C16	200.00'	70.73'	20°15'48"	N27°27'10"E	70.36'
C17	200.00'	24.21'	6°56'05"	N20°47'19"E	24.19'
C18	200.00'	46.52'	13°19'42"	N30°55'13"E	46.42'
C19	98.00'	27.35'	15°59'31"	N69°39'18"W	27.26'
C20	200.00'	42.60'	12°12'18"	N83°45'12"W	42.52'
C21	50.00'	78.02'	89°24'23"	S45°26'28"W	70.34'
C22	100.00'	114.81'	65°47'00"	S32°09'14"E	108.61'
C23	200.00'	73.09'	20°56'19"	N53°10'37"W	72.68'
C24	50.00'	11.50'	13°10'48"	S06°26'45"E	11.48'
C25	100.00'	75.20'	43°05'21"	N67°45'00"E	73.45'
C26	150.00'	164.01'	62°38'45"	S57°58'18"W	155.96'
C27	100.00'	33.32'	19°05'21"	N36°11'36"E	33.16'
C28	150.00'	32.28'	12°19'49"	S83°07'46"W	32.22'
C29	150.00'	131.73'	50°18'55"	S51°48'23"W	127.53'
C30	25.00'	4.98'	11°24'38"	N32°56'46"E	4.97'
C31	125.00'	46.53'	21°19'34"	S27°59'03"W	46.26'
C32	25.00'	44.08'	101°01'11"	N67°49'52"E	38.59'
C33	123.00'	34.33'	15°59'31"	N69°39'18"W	34.22'
C34	225.00'	47.93'	12°12'18"	N83°45'12"W	47.84'
C35	75.00'	117.03'	89°24'23"	S45°26'28"W	105.52'
C36	125.00'	143.51'	65°46'53"	S32°09'10"E	135.76'
C37	75.00'	86.11'	65°47'10"	S32°09'19"E	81.46'
C38	25.00'	19.63'	45°00'00"	S23°14'16"W	19.13'
C39	125.00'	41.65'	19°05'21"	N36°11'36"E	41.45'
C40	125.00'	136.67'	62°38'45"	S57°58'18"W	129.97'
C41	125.00'	75.75'	34°43'20"	N71°56'00"E	74.60'
C42	25.00'	15.52'	35°34'19"	S72°21'30"W	15.27'
C43	50.00'	22.87'	26°12'34"	N76°45'04"W	22.67'
C44	11309.16'	60.74'	0°18'28"	S74°49'08"E	60.74'
C45	11309.16'	72.71'	0°22'06"	S74°28'51"E	72.71'
C46	11309.16'	69.73'	0°21'12"	S74°07'12"E	69.73'
C47	125.00'	27.07'	12°24'28"	S58°50'23"E	27.02'
C48	125.00'	27.64'	12°40'16"	S46°18'01"E	27.59'
C49	125.00'	26.86'	12°18'37"	S33°48'35"E	26.81'
C50	125.00'	29.53'	13°32'09"	S20°53'11"E	29.46'
C51	125.00'	25.51'	11°41'40"	S08°16'16"E	25.47'
C52	125.00'	6.90'	3°09'43"	S00°50'35"E	6.90'
C53	75.00'	12.16'	9°17'27"	S05°23'00"W	12.15'
C54	75.00'	25.35'	19°21'55"	S19°42'41"W	25.23'
C55	75.00'	33.39'	25°30'20"	S42°08'48"W	33.11'
C56	75.00'	22.85'	17°27'10"	S63°37'33"W	22.76'
C57	75.00'	23.29'	17°47'31"	S81°14'53"W	23.20'
C58	225.00'	19.21'	4°53'32"	N87°24'35"W	19.21'
C59	225.00'	28.72'	7°18'46"	N81°18'26"W	28.70'
C60	123.00'	28.99'	13°30'20"	N70°53'53"W	28.93'
C61	123.00'	5.34'	2°29'11"	N62°54'07"W	5.34'
C62	25.00'	13.91'	31°52'55"	S16°40'44"W	13.73'
C63	25.00'	5.72'	13°07'05"	S39°10'44"W	5.71'
C64	125.00'	17.50'	8°01'18"	S30°39'34"W	17.49'
C65	125.00'	56.17'	25°44'42"	S47°32'35"W	55.70'
C66	125.00'	63.00'	28°52'45"	S74°51'18"W	62.34'
C67	125.00'	19.84'	9°05'44"	N84°44'48"E	19.82'
C68	125.00'	37.68'	17°16'19"	N71°33'46"E	37.54'
C69	125.00'	18.23'	8°21'16"	N58°44'58"E	18.21'
C70	50.00'	5.25'	6°01'14"	N86°50'44"W	5.25'
C71	50.00'	17.62'	20°11'20"	N73°44'27"W	17.53'

- LEGEND**
- C53 = CURVE NUMBER (SEE CURVE TABLE)
  - L14 = LINE NUMBER (SEE LINE TABLE)
  - Δ = CENTRAL ANGLE
  - R = RADIUS
  - L = ARC LENGTH
  - CB = CHORD BEARING
  - C = CENTERLINE
  - R/W = RIGHT-OF-WAY
  - NT = NON-TANGENT
  - (NR) = NON-RADIAL
  - PT = POINT OF TANGENCY
  - PC = POINT OF CURVATURE
  - PCC = POINT OF COMPOUND CURVATURE
  - PRC = POINT OF REVERSE CURVATURE
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  - PG = PAGE
  - DE = DRAINAGE EASEMENT
  - D&UE = DRAINAGE AND UTILITY EASEMENT
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  - ▲ = PERMANENT REFERENCE MONUMENT (PK NAIL AND DISK #LB6393 PRM) PER CHAPTER 177, FLORIDA STATUTES.
  - = PERMANENT REFERENCE MONUMENT (SET 4"x4" CONCRETE MONUMENT #LB6393 LB #6393 PRM UNLESS OTHERWISE NOTED) PER CHAPTER 177, FLORIDA STATUTES.
  - △ = PERMANENT CONTROL POINT (PK NAIL AND DISK #LB6393 PCP) PER CHAPTER 177, FLORIDA STATUTES.
  - = SET 1/2" IRON ROD & CAP LB #6393
  - FN = FOUND
  - FPC = FLORIDA POWER CORPORATION
  - (R) = RADIAL
  - DB = DEED BOOK
  - N&D = NAIL AND DISC
  - IR = IRON ROD
  - IP = IRON PIPE
  - CM = CONCRETE MONUMENT

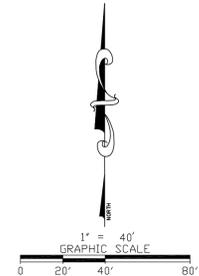


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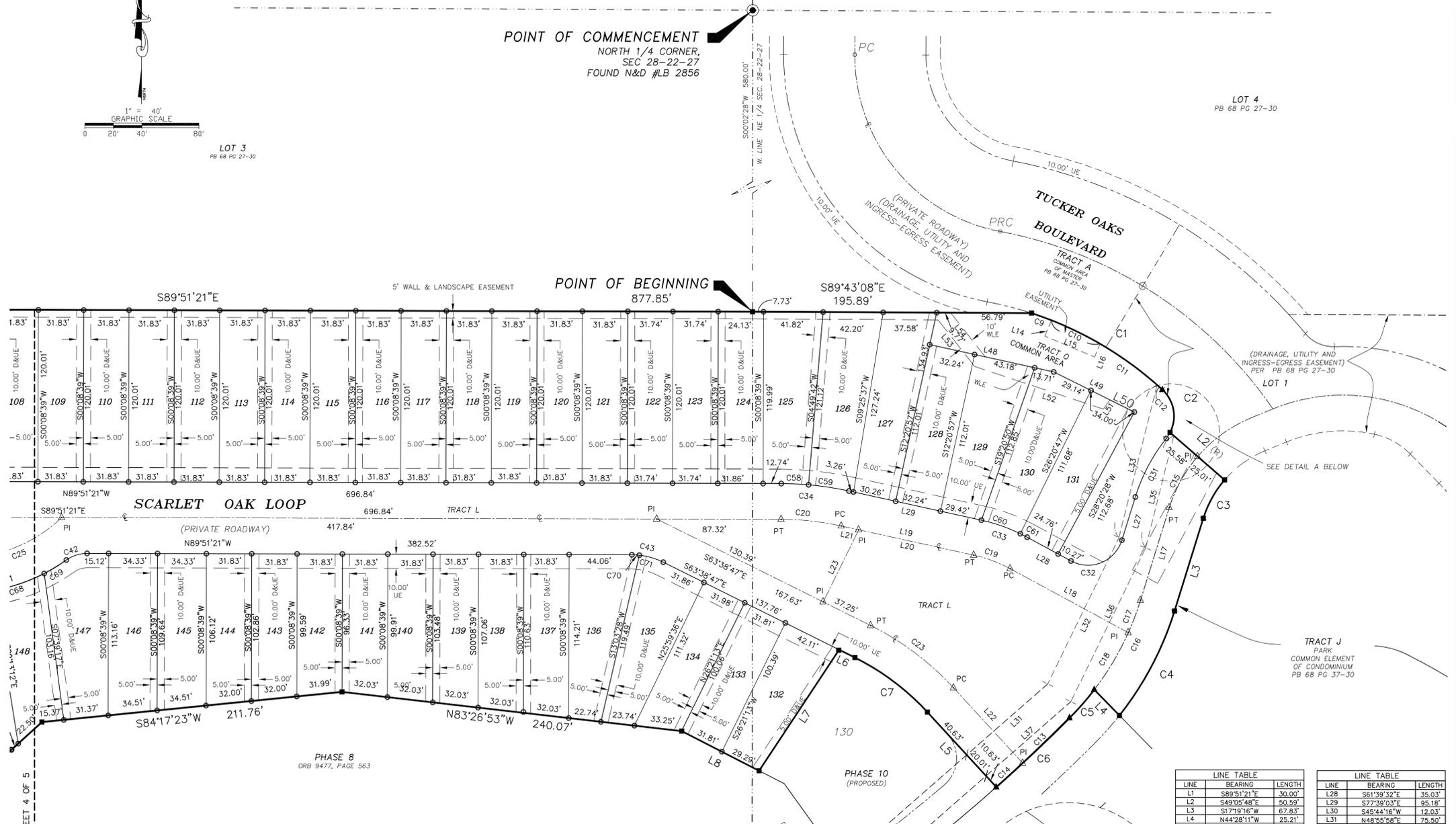
**ASM**  
 AMERICAN SURVEYING & MAPPING INC.  
 CERTIFICATION OF AUTHORIZATION NUMBER LB#6393  
 1020 N. ORLANDO AVE. SUITE B  
 WINTER PARK, FLORIDA 32789  
 (407) 438-7979  
 WWW.AMERICANSURVEYINGANDMAPPING.COM

# VILLAS AT TUCKER OAKS

A REPLAT OF PORTION LOT 2, TUCKER OAKS  
 PLAT BOOK 68, PAGES 27 THRU 30  
 SECTION 28, TOWNSHIP 22 SOUTH, RANGE 27 EAST  
 CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA.



**POINT OF COMMENCEMENT**  
 NORTH 1/4 CORNER,  
 SEC 28-22-27  
 FOUND N&D #LB 2856



CURVE TABLE					
CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	250.00'	107.25'	24°34'48"	S59°46'13"E	106.43'
C2	25.00'	32.60'	74°34'16"	S100°07'11"E	30.34'
C3	75.00'	39.87'	23°34'56"	S29°08'44"W	36.65'
C4	225.00'	83.07'	21°09'14"	S27°53'53"W	82.60'
C5	200.00'	26.27'	7°31'29"	S41°20'47"W	26.25'
C6	1199.76'	70.66'	3°22'28"	S46°47'53"W	70.65'
C7	175.00'	63.95'	20°56'19"	N53°10'37"W	63.60'
C8	11309.16'	103.19'	1°01'44"	N72°22'29"W	203.18'
C9	250.00'	14.83'	3°23'54"	N70°21'40"W	14.83'
C10	250.00'	37.97'	8°42'06"	N64°18'40"W	37.93'
C11	250.00'	49.41'	11°19'24"	N54°17'55"W	49.33'
C12	250.00'	5.05'	1°09'24"	N48°03'31"W	5.05'
C13	1199.76'	45.66'	2°10'50"	N48°07'04"W	45.66'
C14	1199.76'	25.00'	1°11'38"	N47°53'18"E	25.00'
C15	100.00'	41.17'	23°35'18"	S28°06'55"W	40.88'
C16	200.00'	70.73'	20°18'48"	N27°27'10"E	70.36'
C17	200.00'	24.21'	6°56'05"	N20°47'19"E	24.19'
C18	200.00'	46.52'	13°19'42"	N30°56'13"E	46.42'
C19	98.00'	27.35'	15°59'31"	N69°39'18"W	27.26'
C20	200.00'	42.60'	12°12'18"	N83°45'12"W	42.52'
C21	50.00'	78.02'	89°24'23"	S45°26'28"W	70.34'
C22	100.00'	114.81'	65°47'00"	S32°09'10"E	108.81'
C23	200.00'	73.09'	20°58'19"	N53°10'37"W	72.68'
C24	50.00'	11.50'	13°10'48"	S08°26'45"E	11.48'
C25	100.00'	75.20'	43°05'21"	N67°45'00"E	73.45'
C26	150.00'	164.01'	62°38'45"	S57°58'18"W	155.96'
C27	100.00'	33.32'	19°05'21"	N36°11'36"E	33.16'
C28	150.00'	32.28'	12°19'49"	S81°07'46"W	32.22'
C29	150.00'	131.73'	50°18'55"	S51°48'23"W	127.53'
C30	25.00'	4.98'	11°24'38"	N32°56'46"E	4.97'
C31	125.00'	46.53'	21°19'34"	S27°59'03"W	46.26'
C32	25.00'	44.08'	10°10'11"	N67°49'52"E	38.59'
C33	123.00'	34.33'	15°59'31"	N69°39'18"W	34.22'
C34	225.00'	47.93'	12°12'18"	N83°45'12"W	47.84'

C35	75.00'	117.03'	89°24'23"	S45°26'28"W	105.52'
C36	125.00'	143.51'	65°46'53"	S32°09'10"E	135.76'
C37	75.00'	86.11'	65°47'10"	S32°09'19"E	81.46'
C38	25.00'	19.63'	45°00'00"	S29°14'16"W	19.13'
C39	125.00'	41.65'	19°05'21"	N36°11'36"E	41.45'
C40	125.00'	136.67'	62°38'45"	S57°58'18"W	129.97'
C41	125.00'	75.75'	34°43'20"	N71°56'00"E	74.60'
C42	25.00'	15.55'	35°34'19"	S72°21'30"W	15.27'
C43	50.00'	22.87'	26°12'34"	N76°45'04"W	22.67'
C44	11309.16'	60.74'	0°18'28"	S74°49'08"E	60.74'
C45	11309.16'	72.71'	0°22'06"	S74°28'51"E	72.71'
C46	11309.16'	69.73'	0°21'12"	S74°07'12"E	69.73'
C47	125.00'	27.07'	12°47'28"	S48°59'23"E	27.02'
C48	125.00'	27.64'	12°40'16"	S46°18'01"E	27.59'
C49	125.00'	26.86'	12°18'37"	S33°48'35"E	26.81'
C50	125.00'	29.53'	13°32'09"	S20°53'11"E	29.46'
C51	125.00'	25.51'	11°41'40"	S08°16'16"E	25.47'
C52	125.00'	6.90'	3°09'43"	S00°50'35"E	6.90'
C53	75.00'	12.16'	9°17'27"	S05°23'00"W	12.15'
C54	75.00'	25.35'	19°21'55"	S19°42'41"W	25.23'
C55	75.00'	33.39'	25°30'20"	S42°08'48"W	33.11'
C56	75.00'	22.85'	17°27'10"	S63°37'33"W	22.76'
C57	75.00'	23.29'	17°47'31"	S81°45'37"W	23.20'
C58	225.00'	19.21'	4°53'32"	N81°24'35"W	19.21'
C59	225.00'	28.72'	7°18'46"	N81°18'26"W	28.70'
C60	123.00'	28.99'	13°30'20"	N70°53'53"W	28.93'
C61	123.00'	5.34'	2°29'11"	N62°54'07"W	5.34'
C62	125.00'	13.91'	31°52'56"	S16°40'44"W	13.73'
C63	25.00'	5.72'	13°07'05"	S39°10'44"W	5.71'
C64	125.00'	17.50'	8°01'18"	S30°39'34"W	17.49'
C65	125.00'	56.17'	25°44'42"	S47°32'35"W	55.70'
C66	125.00'	63.00'	28°52'45"	S74°51'18"W	62.34'
C67	125.00'	19.84'	9°05'44"	N84°44'48"E	19.82'
C68	125.00'	37.68'	17°16'19"	N71°33'46"E	37.54'
C69	125.00'	18.23'	8°21'16"	N58°44'58"E	18.21'
C70	50.00'	5.25'	6°01'14"	N86°50'44"W	5.25'
C71	50.00'	17.62'	20°11'20"	N73°44'27"W	17.53'

**LEGEND**

- C53 = CURVE NUMBER (SEE CURVE TABLE)
- L14 = LINE NUMBER (SEE LINE TABLE)
- Δ = CENTRAL ANGLE
- NT = NON-TANGENT
- L = ARC LENGTH
- CB = CHORD BEARING
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- IR = IRON ROD
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- LB = LICENSED BUSINESS CORNER
- CCR = CERTIFIED CORNER RECORD ORB = OFFICIAL RECORD BOOK
- PB = PLAT BOOK
- PG = PAGE
- FD = FOUND
- (NR) = RADIAL
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- = PERMANENT CONTROL POINT (PK NAIL AND DISK #LB6393 PCP) PER CHAPTER 177, FLORIDA STATUTES.
- = SET 1/2" IRON ROD & CAP LB #6393
- = FLORIDA POWER CORPORATION

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S89°51'21"E	30.00'	L28	S61°39'32"E	35.03'
L2	S49°05'48"E	50.59'	L29	S77°39'03"E	95.18'
L3	S17°19'16"W	67.83'	L30	S45°44'16"W	12.03'
L4	N44°28'11"W	25.21'	L31	N48°55'58"E	75.50'
L5	N42°42'28"W	71.28'	L32	N28°03'57"E	113.52'
L6	N63°38'47"W	12.42'	L33	N14°07'58"E	110.22'
L7	S33°36'19"W	101.55'	L34	S49°05'48"E	3.44'
L8	N62°56'53"W	60.95'	L35	S14°07'58"W	80.75'
L9	S47°54'44"W	105.17'	L36	S26°03'57"W	119.66'
L10	S82°10'32"E	103.17'	L37	S48°55'58"W	78.97'
L11	N83°05'58"E	28.53'	L38	S49°05'48"E	22.14'
L12	N09°05'58"E	133.20'	L39	N89°44'02"W	18.88'
L13	N34°24'02"W	13.65'	L40	N65°07'17"E	38.08'
L14	S22°36'44"W	12.04'	L41	S08°35'50"W	32.14'
L15	S82°10'32"E	37.88'	L42	S08°34'36"W	34.49'
L16	N22°36'44"E	10.00'	L43	S47°07'15"W	36.68'
L17	S17°19'16"W	67.83'	L44	S47°07'15"W	27.68'
L18	S61°39'32"E	94.22'	L45	S77°10'52"W	17.75'
L19	S77°39'03"E	95.18'	L46	S80°54'02"E	7.32'
L20	S77°39'03"E	82.69'	L47	S89°44'02"E	12.68'
L21	S77°39'03"E	12.48'	L48	S77°39'03"E	89.12'
L22	S42°42'28"E	71.54'	L49	S63°39'13"E	63.14'
L23	S26°21'13"W	56.20'	L50	S63°39'13"E	19.18'
L24	N00°08'39"E	10.02'	L51	S35°23'02"W	7.96'
L25	N13°02'09"W	10.78'	L52	N71°43'26"W	95.12'
L26	N45°41'01"E	32.74'	L53	N39°12'48"W	41.52'
L27	N17°19'16"E	31.59'	L54	N38°12'48"W	39.30'

**NOTICE**

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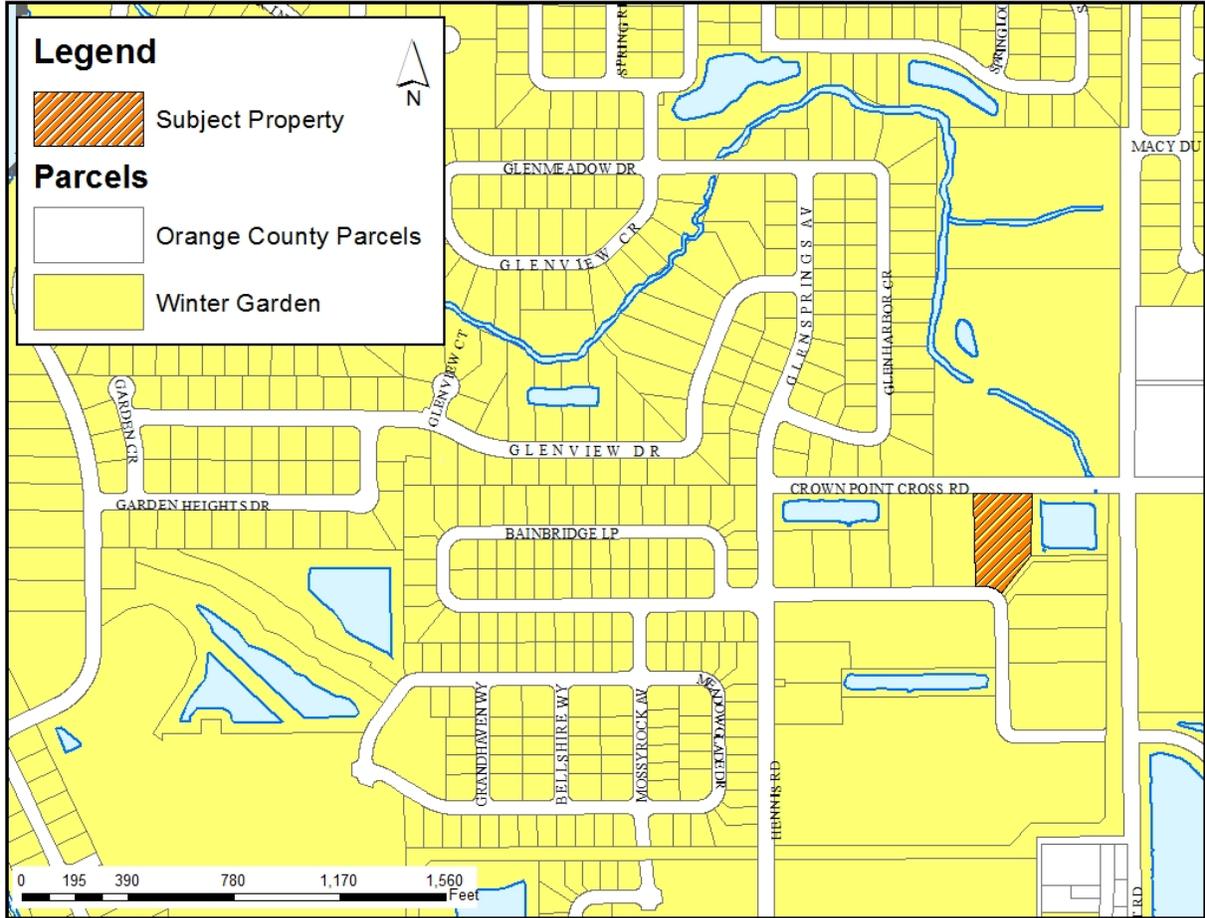






# LOCATION MAP

Precision Contracting Services  
1103 Crown Park Circle



# CITY OF WINTER GARDEN

## *Engineering Department*

300 West Plant Street - Winter Garden, Florida 34787-3011  
(407) 656-4111 - FAX (407) 877-2363

### MEMORANDUM

**TO:** ED WILLIAMS, COMMUNITY DEVELOPMENT DIRECTOR  
ALEJANDRA FAZEKAS, PLANNER

**FROM:** NICOLLE VAN VALKENBURG, PE – ASSISTANT CITY ENGINEER  
ARTHUR R. MILLER, III, PE, PLS - CITY ENGINEER

**DATE:** DECEMBER 27, 2011

**SUBJECT:** REVIEW OF REVISED SITE PLAN – 1103 CROWN PARK CIRCLE  
PRECISION CONTRACTING SERVICES – LOT 13 CROWN POINT  
BUSINESS PARK

Pursuant to your request, we have reviewed the revised site plan dated 12/16/11 (received 12/23/11) for compliance with the City's site and stormwater requirements. This plan shows the construction of a new building and associated parking on a vacant lot in the Crown Point Business Park. This was submitted in response to our conceptual review dated 8/19/11, site plan review of 11/28/11, and DRC meeting of 12/7/11. We recommend approval subject to the following conditions and comments:

#### SITE SPECIFIC COMMENTS

1. Planning Department shall review and comment on use, setbacks, parking count, landscaping, buffers, signage, lighting, open space, etc.
2. Drainage: The plans show the new impervious area total will be under the ISR permitted by SJRWMD and the maximum allowed under the zoning code (80%). Provide permit modification from SJRWMD prior to approval of site or building permit.
3. Drainage: The 20' wide drainage easement along the north side of the parcel, with existing 18" pipe, shall be accommodated with any development and will need approval from the Property Owners Association for any encroachment.
4. Utilities: Provide permits or exemptions from FDEP for water, wastewater, NPDES NOI. Water and Sewer impact fees shall be paid prior to issuance of site or building permits.

#### STANDARD GENERAL CONDITIONS

5. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.

6. All work shall conform to City of Winter Garden standards and specifications.
7. Fencing, if proposed, shall meet all City requirements for height, type, etc. Chain link fencing shall be vinyl coated per Code.
8. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
9. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
10. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the building permit.
11. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
12. Additional comments may be generated at subsequent reviews.

Please review this information and contact our office if you have any questions. Thank you.

**END OF MEMORANDUM**

# PRECISION CONTRACTING SERVICES

## 1103 CROWN PARK CIRCLE WINTER GARDEN, FLORIDA

### LEGAL DESCRIPTION

LOT 13, CROWN POINT BUSINESS PARK PHASE 1, AS RECORDED IN PLAT BOOK 43, PAGES 6 & 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

### STATEMENT OF INTENDED USE

OFFICE AND WAREHOUSE



### VICINITY MAP

SCALE: NTS

ZONING: I-2  
FUTURE LAND USE: INDUSTRIAL  
TOTAL SITE AREA = 1.56 AC.

### INDEX OF DRAWINGS

COVERSHEET	CS1
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**NOTE:**  
CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA (SSOCOF) AT 800-432-4770 TO LOCATE ALL UNDERGROUND UTILITIES WITHIN R/W.

### UTILITY PROVIDERS

**SANITARY SEWER**  
CITY OF WINTER GARDEN  
300 WEST PLANT STREET  
WINTER GARDEN, FL. 34787  
PH. 407-656-4111

**WATER**  
CITY OF WINTER GARDEN  
300 WEST PLANT STREET  
WINTER GARDEN, FL. 34787  
PH. 407-656-4111

**POWER**  
PROGRESS ENERGY  
452 CROWN POINT RD.  
WINTER GARDEN, FL. 34787  
PH. 407-905-3300

**TELEPHONE**  
EMBARQ  
33 N. MAIN STREET  
WINTER GARDEN, FL. 34787  
PH. 407-814-5344

**CABLE TV**  
N/A

**GAS**  
N/A

**STORM WATER**  
ORANGE COUNTY: ROADS & DRAINAGE DIVISION  
4200 JOHN YOUNG PARKWAY  
ORLANDO, FL.  
PH. 407-836-7874

### OWNER

BOYD CONSULTING, INC.  
902 CARTER ROAD, SUITE 200  
WINTER GARDEN, FL 34787  
PHONE: 407-877-1900  
FAX: 407-877-1902

### ARCHITECT

SOUTHEASTERN ARCHITECTURAL ASSOCIATES INC  
809 SOUTH ORLANDO AVE. SUITE C  
WINTER PARK, FL 32789  
PHONE: 407-261-3220

### CIVIL ENGINEER

SK CONSORTIUM, INC.  
1053 ORLANDO AVENUE, SUITE 3  
MAITLAND, FLORIDA 32751  
PHONE: 407-629-4288

### SURVEYOR

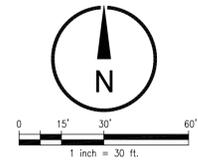
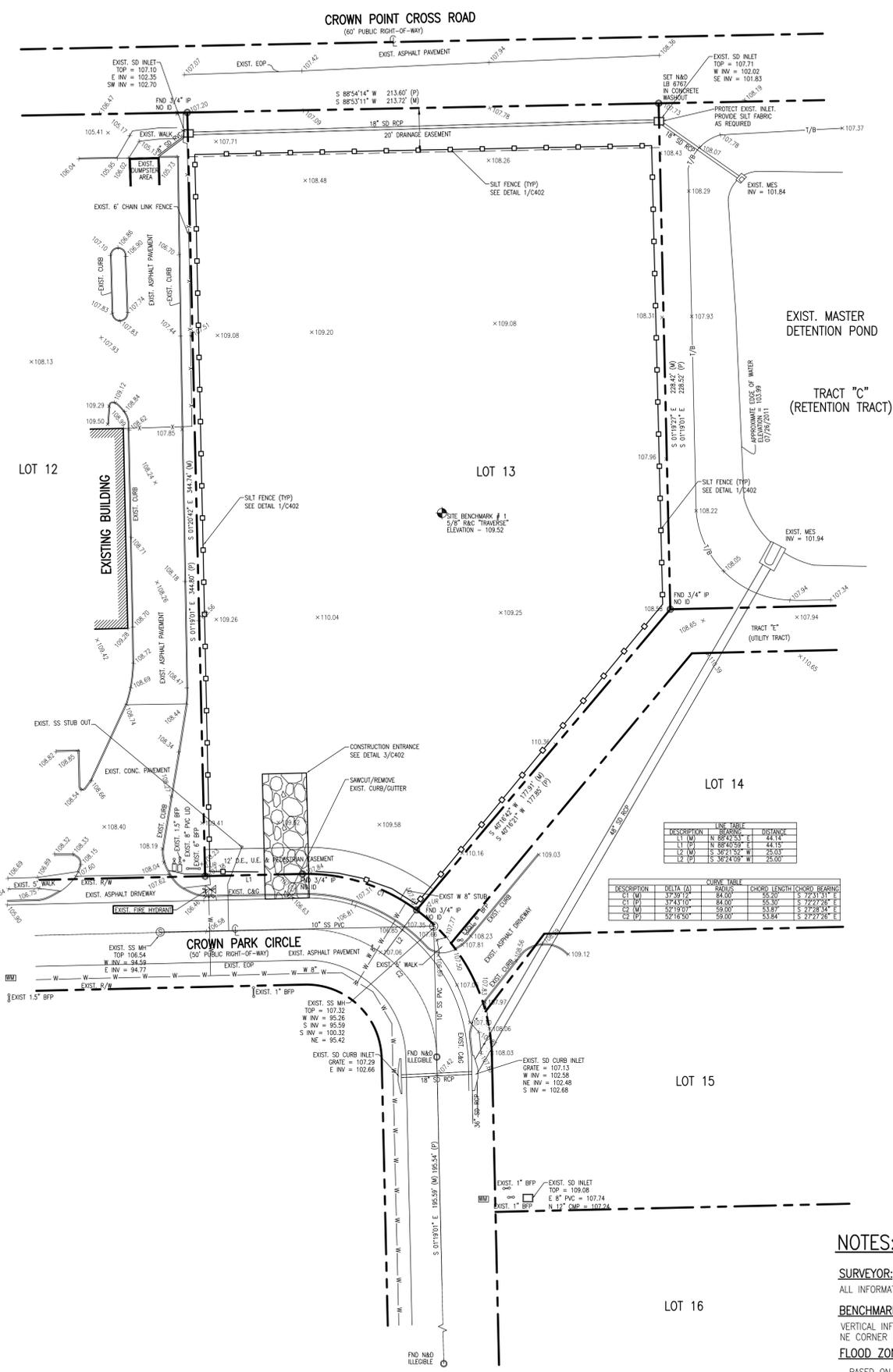
ASSOCIATED LAND SURVEYING & MAPPING, INC.  
101 WYMORE ROAD, SUITE 111  
ALTAMONTE SPRINGS, FL 32714  
PHONE: 407-869-5002

### LANDSCAPE ARCHITECT

TOM PETERSON  
3361 PELHAM RD.  
ORLANDO, FL. 32803  
PHONE: 407-897-4492



1053 ORLANDO AVENUE ■ SUITE 3 ■ MAITLAND ■ FLORIDA 32751  
TELEPHONE 407-629-4288 FACSIMILE 407-629-1656



**EXIST. SITE DATA:**

ZONING: I-2  
 EXISTING LAND USE: VACANT  
 TOTAL SITE AREA = 1.56 AC.

**LOCATION:**

SITE LOCATION:  
 SEC: 13 TWP: 22S RNG: 27E  
 LATITUDE: 28°34'46" LONGITUDE: 81°34'07"  
 1103 CROWN PARK CIRCLE  
 WINTER GARDEN, FLORIDA

**EROSION TEMPORARY MEASURES (BMP's)**

- A. FILTER FABRIC BARRIERS SHALL BE USED AT THE PERIMETER / LIMITS OF THE PROPOSED CONSTRUCTION TO PREVENT SEDIMENTATION FROM LEAVING THE PROJECT BOUNDARIES OR DISCHARGE INTO OFF SITE DRAINAGE FACILITIES.
- B. STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
- C. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.
- D. TEMPORARY SEEDING AND MULCHING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 30 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WHILE NOT LATTER COMPETE WITH THE PERMANENT GRASSING. SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH "C" ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH.
- E. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.
- F. GRAVEL CONSTRUCTION ENTRANCE SHALL BE INSTALLED TO A MIN. DEPTH OF 6" INCHES TO PREVENT SEDIMENT FROM LEAVING CONSTRUCTION SITE.

**PERMANENT EROSION CONTROL MEASURES (BMP's)**

- A. PERMANENT SODING: ALL AREAS, WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL BE SODED.
- B. PERMANENT STORMWATER MANAGEMENT SYSTEM SHALL BE MAINTAINED, CLEANED AND INSPECTED IN ACCORDANCE WITH THE SJRWMD PERMIT.

**INSPECTIONS:**

- A. CONSTRUCTION SITE WILL BE INSPECTED FOR EROSION PROBLEMS DAILY AFTER EACH RAINFALL GREATER THAN 0.5 INCHES. A RAIN GAUGE WILL BE ON SITE TO MEASURE THE RAIN FALL AMOUNTS.
- B. ALL CONTROL MEASURES WILL BE INSPECTED BY THE SUPERINTENDENT, THE PERSON RESPONSIBLE FOR THE DAY TO DAY SITE OPERATION OR SOME ONE APPOINTED BY THE SUPERINTENDENT, AT LEAST ONCE A WEEK AND FOLLOWING ANY STORM EVENT OF 0.25 INCHES OR GREATER.
- C. BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
- D. SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
- E. TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS.
- F. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS ATTACHED. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, OR STORMWATER MANAGEMENT PLANS. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.
- G. PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES WILL RECEIVE TRAINING FROM THE SITE SUPERINTENDENT. THE WILL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORTS.

**ADDITIONAL NOTES:**

- A. NON-STORM WATER DISCHARGES: IT IS EXPECTED THAT THE FOLLOWING NON-STORM WATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD.
  - 1. UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION). ALL NON-STORM WATER DISCHARGES WILL BE DIRECTED TO THE EXISTING DRAINAGE SYSTEM.
- B. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO CITY OF WINTER GARDEN AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

**DEWATERING METHODS AND LOCATIONS:**

DEWATERING SHALL BE UTILIZED ONLY IF NECESSARY BY MEANS OF A WELL POINT SYSTEM. DISCHARGE FROM THE WELL POINT SYSTEM SHALL BE DIRECTED TO THE EXISTING DRAINAGE SYSTEM. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR WELL POINT SYSTEM PRIOR TO CONSTRUCTION.

**CONSTRUCTION SEQUENCE:**

- THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:
1. INSTALL STABILIZED CONSTRUCTION ENTRANCE FROM ON SITE DRIVEWAY.
  2. INSTALL SILT FENCES AS REQUIRED.
  3. INSTALL INLET PROTECTION
  4. DEWATER WORK AREA FOR PLACEMENT OF SD LINE IF REQUIRED.
  5. PREFORM EARTHWORK INSTALL SITE IMPROVEMENTS, INSTALL STORM WATER SEWER, AND UTILITIES.
  6. COMPLETE GRADING AND INSTALL PERMANENT SOD AND PLANTING.
  7. REMOVE ACCUMULATED SEDIMENT FROM BASINS.
  8. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY BMP MEASURES.

**LEGEND**

ASPHALT PAVEMENT	EXIST.	TO BE REMOVED
CONCRETE WALK	EXIST.	TO BE REMOVED
CONCRETE CURB	EXIST.	TO BE REMOVED
POWER POLE	PP	
LIGHT POLE	LP	
FIRE HYDRANT	FH	
WATER LINE	W	
STORM SEWER LINE	SD	
CURB INLET		
OVERHEAD POWER	OU	
STORM INLET		
CLEAN-OUT	CO	
SANITARY SEWER LINE	SS	
SANITARY SEWER MANHOLE		
STORM M.H.		
TREE		
GRADES	X 125.5	
BURIED TELEPHONE LINE	BTL	
FENCE	X-X-X	
CONTOUR	124	

DESCRIPTION	DELTA (Δ)	BEARINGS	DISTANCE
L1 (M)	379.719	N 88°42'53" E	44.14
L1 (P)	118.425	S 44°15'11" E	44.15
L2 (M)	382.152	W	25.03
L2 (P)	382.459	S	25.00

DESCRIPTION	DELTA (Δ)	BEARINGS	CHORD LENGTH	CHORD BEARING
C1 (P)	37.4310	84.00	35.50	S 72°31'11" E
C2 (M)	52.9190	59.00	53.07	S 72°28'28" E
C2 (P)	54.6250	100.00	53.94	S 72°27'28" E

**NOTES:**

**SURVEYOR:**  
 ALL INFORMATION DEPICTED ON THIS PLAN IS BASED ON BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY ASSOCIATED LAND SURVEYING & MAPPING, INC. (JULY 19, 2011)

**BENCHMARK:**  
 VERTICAL INFORMATION SHOWN HEREON IS BASED ON ORANGE COUNTY BENCHMARK # L238009, BEING DESCRIBED AS 60 PENNY NAIL IN NW SIDE OF POWER POLE # 011 ON NE CORNER INTERSECTION WEST CROWN POINT ROAD AND CROWN POINT CROSS ROAD, HAVING AN ELEVATION OF 111.951 (NAVD88).

**FLOOD ZONE:**  
 BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM FIRM MAP COMMUNITY NO. 12095C, PANEL NO. 0250 F DATED SEPTEMBER 25, 2009. THE ABOVE DESCRIBED PROPERTY IS IN FLOOD ZONE "X" AND NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

**EXISTING SITE PLAN**  
 SCALE: 1"=30'

ENGINEERING  
 PLANNING  
 DESIGN  
 URBAN

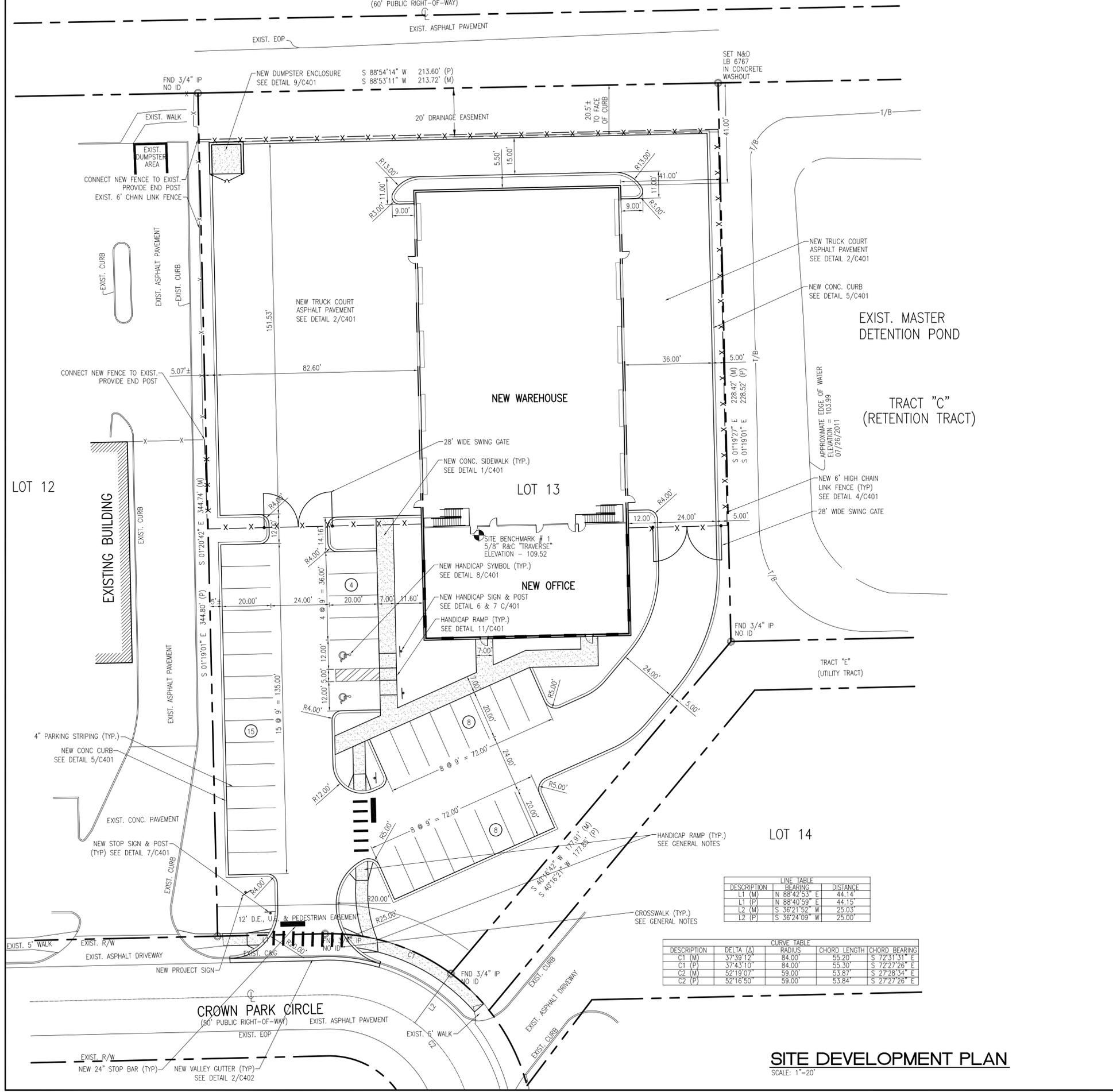
**SK Consortium, Inc.**  
 1053 N. ORLANDO AVE., SUITE 3 • MAITLAND, FLORIDA 32751  
 TELEPHONE 407-629-4288 • FACSIMILE 407-629-7080

Seal: Majid Kalaghi P.E. 41046

**EXISTING SITE/DEMOLITION PLAN**  
**PRECISION CONTRACTING SERVICES**  
**AAGAARD JUERGENSEN**  
**1103 CROWN PARK CIRCLE**  
 WINTER GARDEN, FLORIDA

DD 30%	8-2-11
DD 50%	8-20-11
PERMIT SET	10-24-11
PER WG DRC	12-14-11
Issue Date and Purpose	
Project Number:	1116
Drawn by:	J. CONTE
Checked:	M. KALAGHCHI
File No.:	B08ERS1024X26
	C001

**CROWN POINT CROSS ROAD**  
(60' PUBLIC RIGHT-OF-WAY)

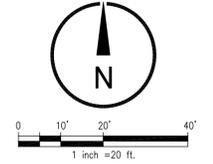


DESCRIPTION	LINE BEARING	DISTANCE
L1 (M)	N 88°42'53" E	44.14'
L1 (P)	N 88°40'59" E	44.13'
L2 (M)	S 36°21'52" W	25.03'
L2 (P)	S 36°24'09" W	25.00'

DESCRIPTION	DELTA (Δ)	RADIUS	CHORD LENGTH	CHORD BEARING
C1 (M)	37°39'12"	84.00'	55.20'	S 72°31'31" E
C1 (P)	37°43'10"	84.00'	55.30'	S 72°27'26" E
C2 (M)	52°19'07"	59.00'	53.87'	S 27°28'34" E
C2 (P)	52°16'50"	59.00'	53.84'	S 27°27'26" E

**SITE DATA:**

PARCEL ID: 13-22-27-1810-00-130  
 ADDRESS: 1103 CROWN PARK CIRCLE  
 ZONING: I-2  
 EXISTING LAND USE: VACANT  
 PROPOSED USE: OFFICE/WAREHOUSE  
 MAX. LOT COVERAGE: 80%  
 MAX. FLOOR AREA RATIO: 0.3



**BUFFER REQUIREMENTS**

	REQUIRED	PROVIDED
SOUTH	5'	5'
WEST	5'	5'
EAST	5'	5'
NORTH	5'	5'

**SETBACK REQUIREMENTS**

FRONT YARD	50 FEET
SIDE YARDS	25 FEET (INTERIOR LOT)
REAR YARD	30 FEET

**BUILDING DATA:**

INTENDED USE: OFFICE/WAREHOUSE  
 TOTAL BUILDING AREA: = 15,640 S.F.  
 OFFICE AREA: = 3,825 S.F.  
 WAREHOUSE AREA: = 11,815 S.F.  
 BLDG. HEIGHT: = 28 FT. < 40 FEET ALLOWABLE  
 NO. OF STORIES: = (1)  
 PROPOSED FAR: 0.23 < 0.3 (MAX)

**LOT COVERAGE:**

TOTAL SITE AREA = 1.56 AC.  
 NEW BUILDING = 15,640 S.F.  
 NEW PARKING = 16,300 S.F.  
 NEW LOADING AREA = 19,500 S.F.  
 NEW SIDEWALK AREA = 1,700 S.F.  
 NEW IMPERVIOUS AREA = 53,140 S.F. = 1.22 AC. = 78.3 % < 80% MAX. LOT COVERAGE  
 TOTAL PERVIOUS AREA = 0.34 AC. = 21.7 %

**PARKING DATA:**

PARKING REQUIRED: 3/1000 SF (OFFICE) 1/1000 SF (WAREHOUSE)  
 11,815 SF X 1/1000 SF = 12 SPACES  
 3,825 SF X 3/1000 SF = 12 SPACES  
 PARKING REQUIRED: 24 SPACES  
 NEW STANDARD SPACES: 35 SPACES  
 NEW HANDICAP SPACES: 2 SPACES  
 TOTAL SPACES: 37 SPACES

**GENERAL NOTES**

- TRAFFIC MARKINGS
  - ALL DRIVEWAYS EXITING ONTO ANY PUBLIC OR PRIVATE STREET MUST HAVE A TRAFFIC CONTROL DEVICE (30" STOP SIGN MOUNTED 7' ABOVE THE PEDESTRIAN VEHICLE TRAVEL WAY (MEASURED FROM BOTTOM OF SIGN) AND THROUGHOUT THE SITE AS NECESSARY FOR SAFETY.
  - ALL SIGN INSTALLATIONS SHALL COMPLY WITH SIZE, LOCATION AND HEIGHT (7') AS OUTLINED IN THE "MUTCD."
- PAVEMENT MARKINGS
  - PARKING LOT PAVEMENT MARKINGS SHALL BE WHITE (DIRECTIONAL ARROWS, STOP BARS, LINES DESIGNATING PARKING SPACES AND HANDICAPPED PARKING SYMBOLS).
  - ALL HANDICAPPED PARKING SPACES MUST BE LEGALLY SIGNED WITH ONE REGULATION HANDICAP SIGN AND ONE BLUE PAVEMENT MARKING SYMBOL PER SPACE.
  - A 24" STOP BAR SHALL BE PROVIDED AT ALL POINTS OF EGRESS IN CONFORMANCE WITH FDOT #17346, DRAWING #3 OF 8.
  - ARROWS AND DIVIDING LINES IN CONFORMANCE WITH FDOT #17346, DRAWING 1 OF 8.
- CONSTRUCT HANDICAP RAMPS WITHIN R/W IN ACCORDANCE WITH FDOT INDEX NO. 0304.
- CROSSWALK STRIPING SHALL COMPLY WITH FDOT INDEX 17346

**GEOMETRY NOTES**

- ALL SURVEY DATA USED IN PREPARATION OF THESE PLANS WAS PROVIDED BY ASSOCIATED LAND SURVEYING & MAPPING, INC.
- THE CONTRACTOR SHALL VERIFY AND LOCATE ALL VERTICAL AND HORIZONTAL CONTROL POINTS PRIOR TO CONSTRUCTION. IF ANY DISCREPANCIES SHOULD BE FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND SURVEYOR OF THE CONDITION IN WRITING PRIOR TO COMMENCING HIS CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTORS RESPONSIBILITY TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL AND VERTICAL, PRIOR TO THE INSTALLATION OF ANY IMPROVEMENTS.
- ALL DIMENSIONS ARE TO THE FACE OF CURB, EDGE OF PAVEMENT, OR FACE OF BUILDING.

**LEGEND:**

	EXIST.	NEW
ASPHALT PAVEMENT	[Symbol]	[Symbol]
CONCRETE WALK	[Symbol]	[Symbol]
CONCRETE CURB	[Symbol]	[Symbol]
FENCE	[Symbol]	[Symbol]
LIGHT POLE	[Symbol]	[Symbol]
SIGN	[Symbol]	[Symbol]
TREE	[Symbol]	[Symbol]
POWER POLE	[Symbol]	[Symbol]

**SITE DEVELOPMENT PLAN**  
SCALE: 1"=20'

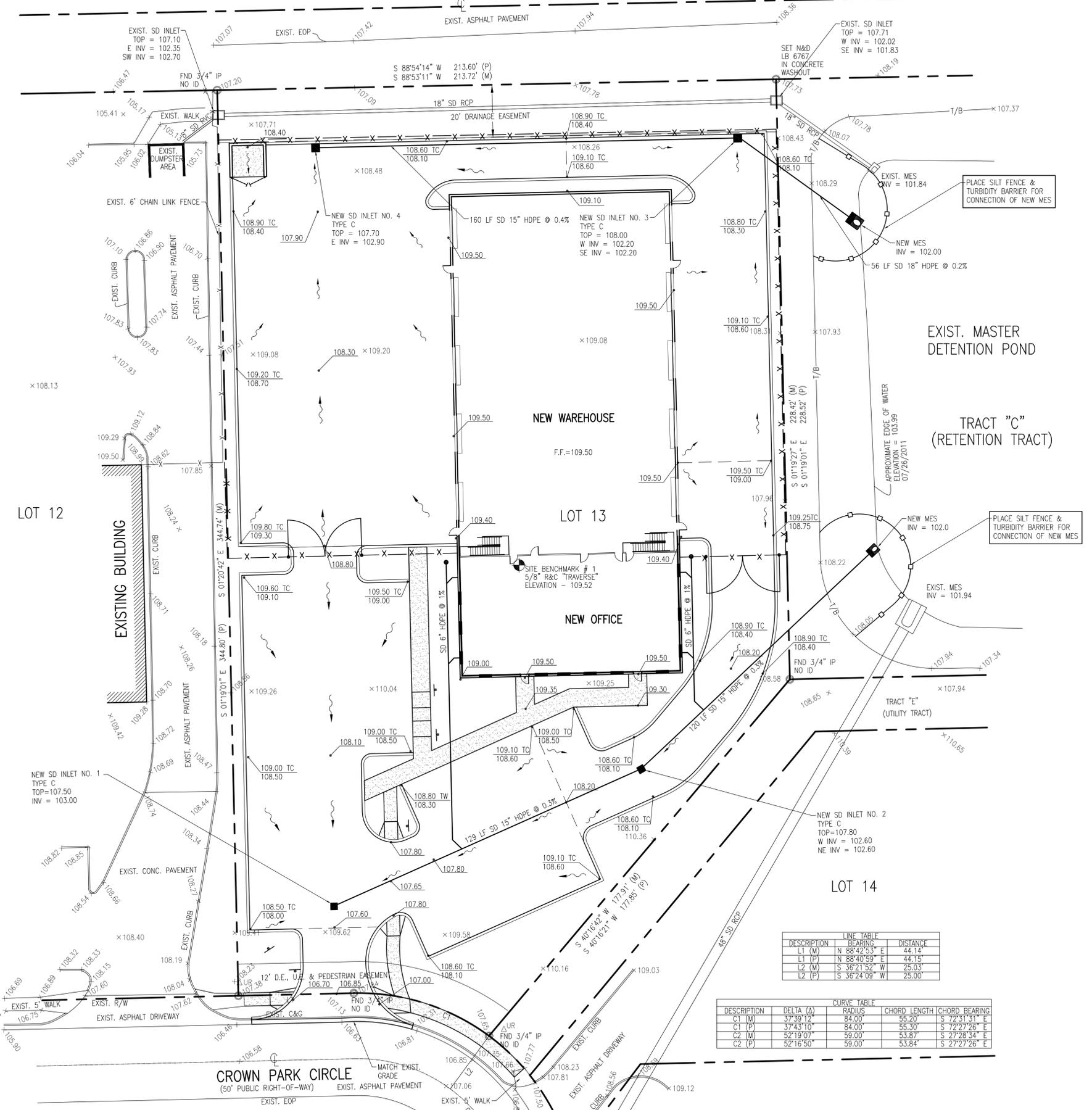
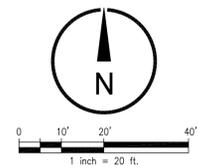
**SITE DEVELOPMENT PLAN**  
**PRECISION CONTRACTING SERVICES**  
**AAGAARD JUERGENSEN**  
**1103 CROWN PARK CIRCLE**  
 WINTER GARDEN, FLORIDA

URBAN DESIGN PLANNING ENGINEERING  
**SKConsortium, Inc.**  
 1053 N. ORLANDO AVE., SUITE 300 • MAITLAND, FLORIDA 32751  
 TELEPHONE 407-629-4288 • FACSIMILE 407-629-1656 • EB# 7080

DD 30% 8-2-11	
DD 50% 8-20-11	
PERMIT SET 10-24-11	
PER WG DRC 12-14-11	
Issue Date and Purpose	
Project Number:	1116
Drawn by:	J. CONTE
Checked:	M. KALAGHCHI
File No:	BIBERS1242436
	C101

CROWN POINT CROSS ROAD

(60' PUBLIC RIGHT-OF-WAY)



DESCRIPTION	BEARING	DISTANCE
L1 (M)	N 88°42'53" E	44.14'
L1 (P)	N 88°40'59" E	44.15'
L2 (M)	S 36°21'52" W	25.03'
L2 (P)	S 36°24'09" W	25.00'

DESCRIPTION	DELTA (Δ)	RADIUS	CHORD LENGTH	CHORD BEARING
C1 (M)	37°39'12"	84.00'	55.20'	S 72°31'51" E
C1 (P)	37°43'10"	84.00'	55.30'	S 72°27'26" E
C2 (M)	52°19'07"	59.00'	53.87'	S 27°28'34" E
C2 (P)	52°16'50"	59.00'	53.84'	S 27°27'26" E

STORMWATER MANAGEMENT NOTE:

THE PROJECT IS PART OF A MASTER DRAINAGE SYSTEM WHICH HAS BEEN PERMITTED BY SJRWMD (40-095-28015-8) & CITY OF WINTER GARDEN WITH THE FOLLOWING CRITERIA:

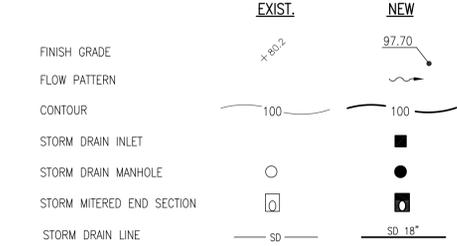
PERMIT NO. 40-095-28015-8

ALLOWABLE IMPERVIOUS AREA = 80%  
PROPOSED IMPERVIOUS AREA = 1.18 AC. = 75.64%

GENERAL NOTES:

- ALL DISTURBED AREAS SHALL BE SODED.
- COMPLY WITH FLORIDA DEPT. OF TRANSPORTATION ROADWAY & TRAFFIC DESIGN STANDARDS FOR THE FOLLOWING:  
TYPE "C" INLET = INDEX No. 232  
TYPE "E" INLET = INDEX No. 232  
MITERED END SECTION = INDEX No. 272  
TYPE "P" MANHOLE = INDEX No. 200 & 201
- ALL STORM DRAIN INLETS LOCATED IN VEHICULAR TRAFFIC AREAS SHALL RECEIVE A STEEL ANGLE GRATE SEAT. ALL GRATES SHALL BE TRAFFIC RATED.
- ALL DOWNSPOUTS SHALL BE CONNECTED TO UNDERGROUND DRAINAGE SYSTEM USING PVC/PE BOOTS AND FITTINGS.
- SEE SHEET C001 FOR EROSION & SEDIMENTATION CONTROL NOTES.
- ALL DENSITIES IN STORM TRENCHES SHALL BE 98% MINIMUM.
- ALL STORM LINES SHALL BE VIDEO INSPECTED BEFORE PAVING AND AGAIN PRIOR TO THE END OF THE ONE YEAR WARRANTY PERIOD.
- ALL STORM LINES WITH LESS THAN 5' OF COVER SHALL BE VIDEO INSPECTED AFTER BASE INSTALLATION.

LEGEND:



GRADING AND DRAINAGE PLAN

SCALE: 1"=20'

URBAN DESIGN PLANNING ENGINEERING  
**SK Consortium, Inc.**  
1053 N. ORLANDO AVE., SUITE 3 • MAITLAND, FLORIDA 32751  
TELEPHONE 407-629-4288 • FACSIMILE 407-629-1656 • EB# 7080

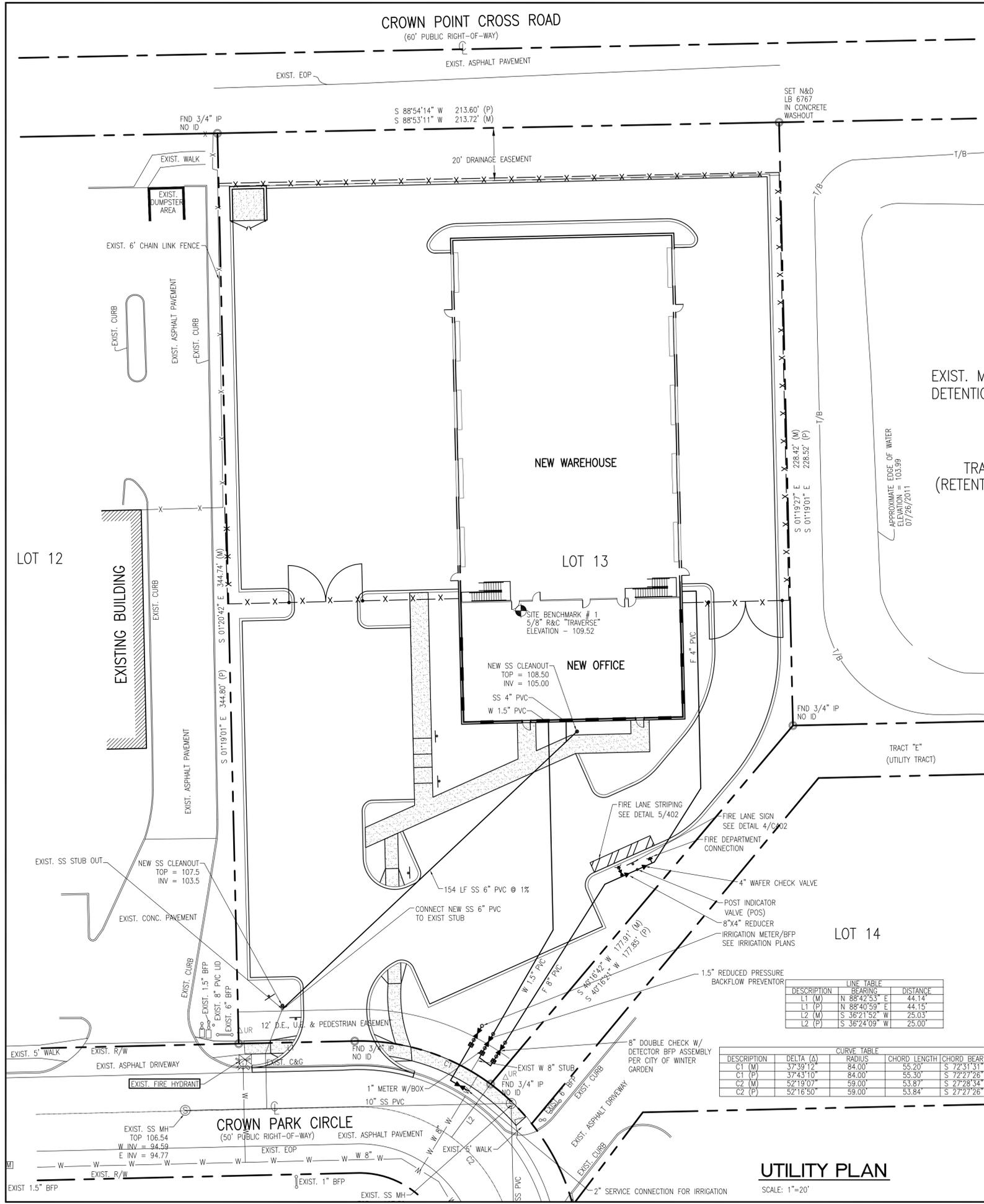
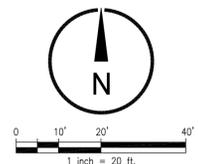
Seal: Majid Kalaghechi P.E. 41046

GRADING AND DRAINAGE PLAN  
**PRECISION CONTRACTING SERVICES**  
AAGAARD JUERGENSEN  
1103 CROWN PARK CIRCLE  
WINTER GARDEN, FLORIDA

DD 30%	8-2-11
DD 50%	8-20-11
PERMIT SET	10-24-11
PER WR DRC	12-14-11

Issue Date and Purpose  
Project Number: **1116**  
Drawn by: J. CONTE  
Checked: M. KALAGHCHI  
File No: B08ERS104036  
**C201**

**CROWN POINT CROSS ROAD**  
(60' PUBLIC RIGHT-OF-WAY)



**LEGEND**

	EXIST.	NEW
FIRE HYDRANT		
FIRE DEPARTMENT CONNECTION		
POST INDICATOR VALVE		
WATER VALVE		
FIRE LINE		
WATER LINE		
CLEAN-OUT		
SANITARY SEWER LINE		
SANITARY SEWER MANHOLE		
LIGHT POLE		
POWER POLE		
OVERHEAD POWER		

**GENERAL NOTES**

- CONTRACTOR IS TO RE-VERIFY LOCATION OF ALL U/G UTILITIES PRIOR TO START OF CONSTRUCTION.
- NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET AND PREFERABLY TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE TYPE SANITARY SEWER, STORM SEWER, WASTEWATER FORCEMAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, FAC; THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND THE GRAVITY TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.  
NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM TYPE SANITARY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES AND PREFERABLY 12 INCHES ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.  
NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCEMAIN OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.  
AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPE LINE. ALTERNATIVELY AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM TYPE SANITARY SEWERS OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, FAC; AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, FAC.
- THE UNDERGROUND MAIN STARTING AT THE PUBLIC WATER UTILITY POINT OF CONNECTION HAS BEEN DESIGNED TO NFPA 24. INSTALLATION AND TESTING MUST BE IN ACCORDANCE WITH NFPA 24.
- APPLICABLE CODES INCLUDE 2004 FLORIDA FIRE PROTECTION CODE AND THE APPROPRIATE ADOPTED CODES AND STANDARDS BY THE STATE OF FLORIDA, CHAPTER 24, SECTION 24.13(b), NFPA 24, 2002 EDITION.
- ALL WATER MAIN MATERIALS AND APPURTENANCES SHALL CONFORM TO AND SHALL BE INSTALLED, TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH CITY OF WINTER GARDEN AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
- THE CONTRACTOR SHALL PERFORM HYDROSTATIC TESTING OF ALL NEWLY-INSTALLED WATER DISTRIBUTION SYSTEM IN ACCORDANCE WITH ANWA STANDARD C600 FOR DUCTILE-IRON PIPE. TESTING SHALL BE IN ACCORDANCE WITH ANWA MANUAL M23 FOR PVC PIPE.
- THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION THEREOF FROM THE LOCAL WATER UTILITY, ENGINEER OF RECORD, AND FIDER, PRIOR TO PLACING IN SERVICE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF THE FDEP WATER AND SEWER PERMITS FROM THE OWNER AND MAINTAIN THEM ON THE JOB SITE AT ALL TIMES. DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITH THE FDEP WATER PERMIT, AND RECEIVE APPROVAL PERFORMED IN ACCORDANCE WITH ANWA 651 "DISINFECTING WATER MAINS."
- ALL POTABLE WATER MAIN SHALL BEAR THE "NSF" LOGO. WATER MAIN SHALL BE PER ANWA C-900, DR-18. FIRE MAINS SHALL BE PER ANWA C-900, DR-14 AND MUST BE INSTALLED AND TESTED IN ACCORDANCE WITH NFPA 24.
- THE LOCATIONS OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS, EXCEPT FOR CONNECTIONS TO AND AREAS OF CONFLICT WITH OCU MAINS WHICH HAVE BEEN FIELD VERIFIED BY ENGINEER (AS PER FIELD DATA BY ACCURIGHT), HAVE BEEN PROVIDED BY ACCURIGHT SURVEYING FROM AVAILABLE INFORMATION AND FIELD EXPLORATION. THE OWNER OR ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO REVERIFY THEIR LOCATION. CONTRACTOR IS RESPONSIBLE FOR ARRANGING ANY RELOCATION WITH THE UTILITY COMPANY.
- CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES IN LOCATION OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION.
- ALL PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTED UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.
- A 48-HOUR NOTICE WILL BE GIVEN TO THE ENGINEER OF RECORD AND THE CITY OF WINTER GARDEN INSPECTORS PRIOR TO TESTING ANY UTILITY SHOWN ON THESE PLANS.

**FIRE FLOW CALCULATIONS**

LARGEST BLDG.	15,710 SF
CONSTRUCTION CLASS	FBC II B
OCCUPANCY FACTOR	COMBUSTIBLE
EXPOSURE	NO EXPOSURE HAZARDS
<b>FLORIDA FIRE PREVENTION CODE / ISO METHODOLOGY</b>	
BUILDING FIRE FLOW	1805 GPM
50% REDUCTION FOR FULLY SPRINKLED BLDG PER SECTION H.5.2	902.5
NET FIRE DEMAND	902.5
FIRE HYDRANT CREDIT (PER TABLE 1-3-ANNEX I)	FLOW CREDIT
FIRE HYDRANT FLOW CREDIT	1000 GPM FOR EACH HYDRANT
MIN. FIRE HYDRANT REQUIRED (WITHIN 300 FEET)	1
FIRE HYDRANTS PROVIDED (EXIST.)	1

**LINE TABLE**

DESCRIPTION	BEARING	DISTANCE
L1 (M)	N 88°42'53" E	44.14'
L1 (P)	N 88°40'59" E	44.15'
L2 (M)	S 36°21'52" W	25.03'
L2 (P)	S 36°24'09" W	25.00'

**CURVE TABLE**

DESCRIPTION	DELTA (Δ)	RADIUS	CHORD LENGTH	CHORD BEAR
C1 (M)	37°39'12"	84.00'	55.20'	S 72°31'31"
C1 (P)	37°43'10"	84.00'	55.30'	S 72°27'26"
C2 (M)	52°19'07"	59.00'	53.87'	S 27°28'34"
C2 (P)	52°16'50"	59.00'	53.84'	S 27°27'26"

**UTILITY PLAN**

SCALE: 1"=20'

URBAN DESIGN PLANNING ENGINEERING  
**SK Consortium, Inc.**  
1053 N. ORLANDO AVE., SUITE 303 • MAITLAND, FLORIDA 32751  
TELEPHONE 407-629-4288 • FACSIMILE 407-629-1656 • E# 7080

Seal: Majid Kalagchi P.E. 41046

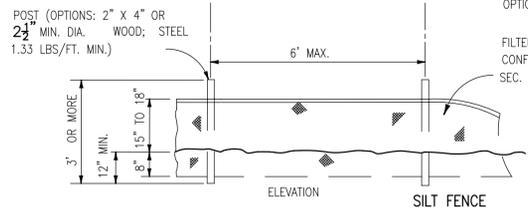
**UTILITY PLAN**  
**PRECISION CONTRACTING SERVICES**  
**AAGAARD JUERGENSEN**  
**1103 CROWN PARK CIRCLE**  
WINTER GARDEN, FLORIDA

DD 30% 8-2-11  
DD 50% 8-20-11  
PERMIT SET 10-24-11  
PER WG DRC 12-14-11

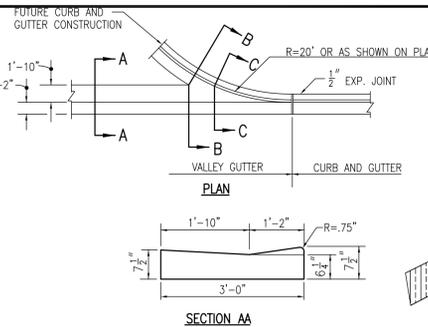
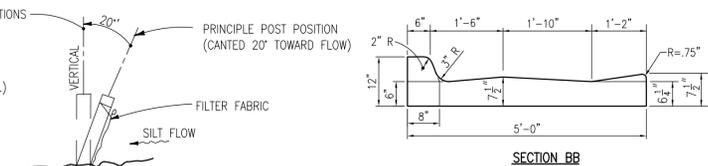
Issue Date and Purpose  
Project Number: **1116**

Drawn by: J. CONTE  
Checked by: M. KALAGHCHI  
File No: B00ERS1024X36  
**C301**

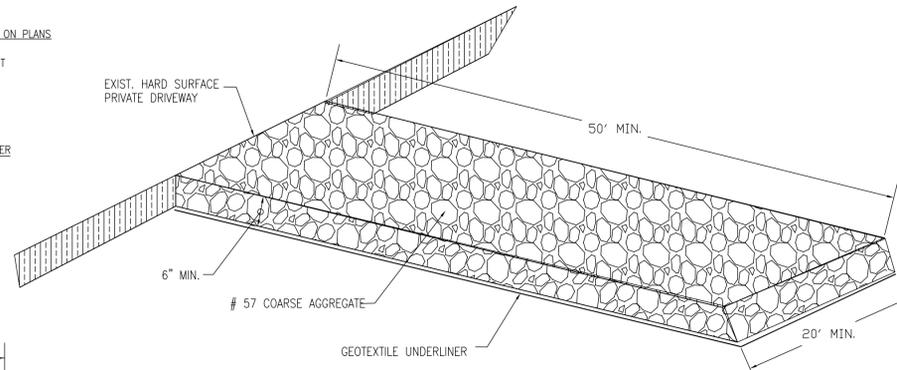




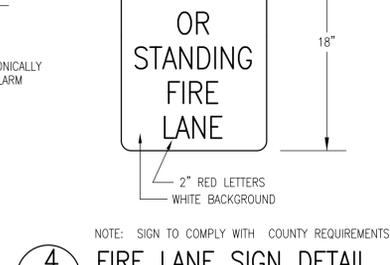
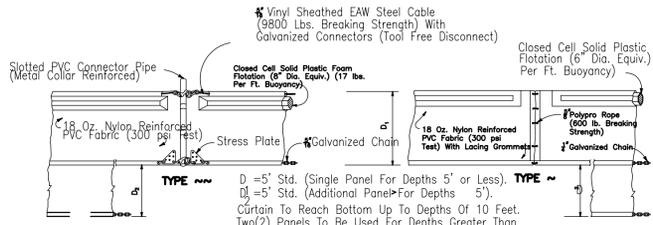
OPTIONAL POST POSITIONS  
 FILTER FABRIC (IN CONFORMANCE WITH SEC. 985 FOOT SPEC.)



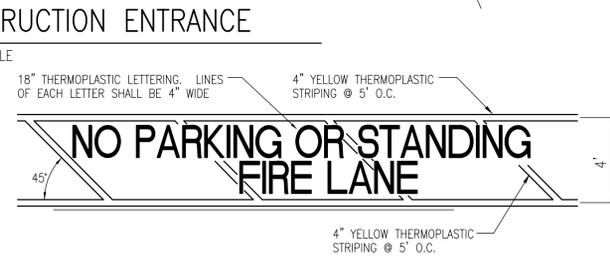
2 VALLEY GUTTER DETAIL  
 C402 NOT TO SCALE



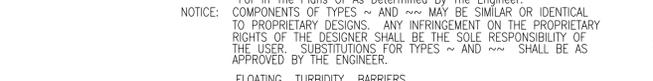
3 CONSTRUCTION ENTRANCE  
 C402 NOT TO SCALE



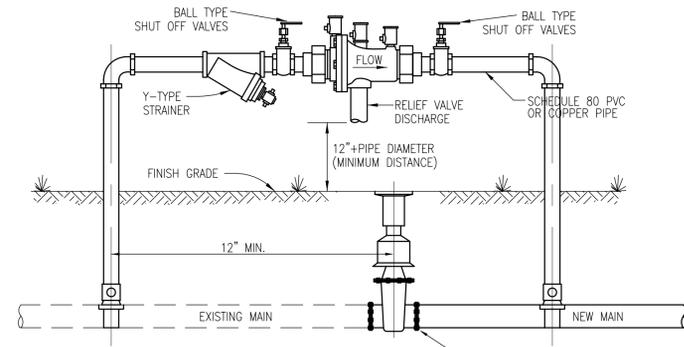
4 FIRE LANE SIGN DETAIL  
 C402 1-1/2\"/>



5 FIRE LANE STRIPPING DETAIL  
 C402

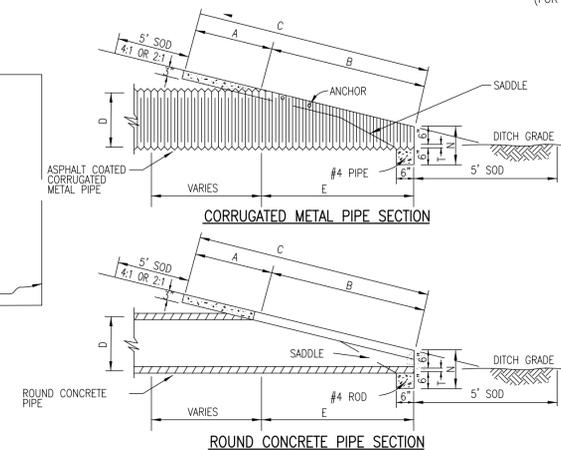


6 POST INDICATOR VALVE  
 C403 NOT TO SCALE

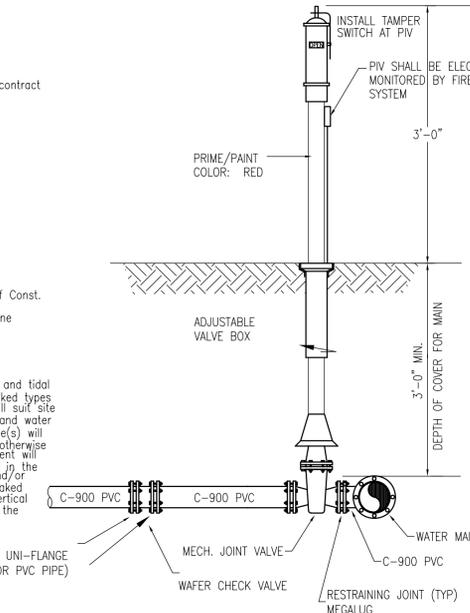


- NOTES:
1. PLACEMENT OF ENTRANCE BARRIERS SHALL BE ACCORDING TO F.D.O.T. STANDARDS.
  2. LETTERS REFER TO F.D.O.T. DESIGN STANDARDS "DIMENSIONS AND QUANTITIES CHART ON INDEX NUMBER 272."

7 CONCRETE MITERED END SECTIONS FOR CORRUGATED METAL AND ROUND CONCRETE PIPE  
 C402 NOT TO SCALE



8 FIRE DEPARTMENT CONNECTION DETAIL  
 C402 NOT TO SCALE



9 DOUBLE DETECTOR CHECK WITH BYPASS METER  
 C402 NOT TO SCALE

- NOTES:
1. A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
  2. THE DETAIL ABOVE IS TO BE USED FOR FILLING ANY NEW MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS AND FOR FLUSHING OF NEW MAINS UP TO 8" IN DIAMETER (2.5 FPS MINIMUM VELOCITY), AND FOR FILLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FILLING, FLUSHING, TESTING, AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED. THIS JUMPER CONNECTION SHALL ALSO BE USED TO MAINTAIN A MINIMUM PRESSURE OF 20 PSI IN THE NEW MAINS ALL OF THE TIME AFTER DISINFECTION AND UNTIL THE DEP LETTER OF CLEARANCE LETTER IS RECEIVED. ADEQUATE THRUST BLOCKING AND/OR RESTRAINTS SHALL BE PROVIDED TEMPORARILY AS REQUIRED. PIPE AND FITTINGS USED FOR CONNECTING THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA C651, 1992 EDITION. THIS TAPPING SLEEVE AND THE EXTERIOR OF THE MAIN TO BE TAPPED SHALL BE DISINFECTED BY SPRAYING OR SWABBING PER SECTION II OF AWWA C651-92.
  3. FLUSHING OF 10" DIAMETER AND LARGER WATER MAINS MAY BE DONE THROUGH THE TIE IN VALVE UNDER VERY CONTROLLED CONDITIONS. THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:
    - A. THE TIE IN VALVES SHALL BE OPERATED AND PRESSURE TESTED IN PRESENCE OF THE UTILITY COMPANY AND ENGINEER TO VERIFY WATER TIGHTNESS PRIOR TO TIE IN. VALVES WHICH ARE NOT WATER TIGHT SHALL BE REPLACED OR A NEW VALVE INSTALLED IMMEDIATELY ADJACENT TO THE LEAKING VALVE.
    - B. THE TEMPORARY JUMPER CONNECTION SHALL BE CONSTRUCTED AS DETAILED. THE JUMPER CONNECTION SHALL BE USED TO FILL THE NEW WATER MAIN AND FOR PROVIDING WATER FOR BACTERIOLOGICAL SAMPLING OF THE NEW MAIN AS REQUIRED BY THE FDEP PERMIT.
  4. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION DEMONSTRATING THAT THE DOUBLE CHECK BACKFLOW PREVENTION DEVICE HAS BEEN TESTED AND IS IN GOOD WORKING ORDER AT THE TIME OF INSTALLATION.
  5. EXCEPT AS REQUIRED TO FLUSH LINES OF GREATER THAN 8" IN DIAMETER, THE TIE IN VALVE SHALL REMAIN CLOSED AND SHALL BE LOCKED IN THE CLOSED POSITION BY THE UTILITY COMPANY. THE TIE IN VALVE SHALL REMAIN LOCKED CLOSED UNTIL THE NEW SYSTEM HAS BEEN CLEARED FOR USE BY FDEP AND ALL OTHER PERTINENT AGENCIES.
  6. UPON RECEIPT OF CLEARANCE FOR USE FROM FDEP AND ALL OTHER PERTINENT AGENCIES, THE CONTRACTOR SHALL REMOVE THE TEMPORARY JUMPER CONNECTION. THE CORPORATION STOPS ARE TO BE CLOSED AND PLUGGED WITH 2" BRASS PLUGS.
  7. ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTION DEVICE, FITTINGS, VALVE, ECT. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- FLUSHING SHALL NOT BE ATTEMPTED DURING PEAK DEMAND HOURS OF THE EXISTING WATER MAINS.

10 TEMPORARY JUMPER CONNECTION DETAIL  
 C402 NOT TO SCALE

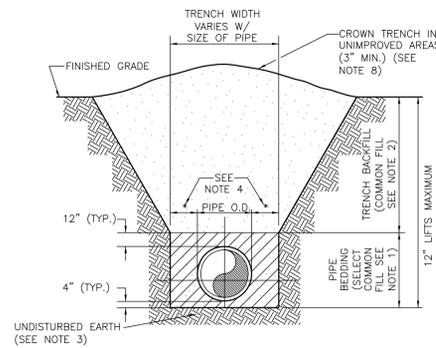
Seal: Majid Kalaghchi P.E. 41046

SITE DETAILS  
**PRECISION CONTRACTING SERVICES**  
 AAGAARD JUERGENSEN  
 1103 CROWN PARK CIRCLE  
 WINTER GARDEN, FLORIDA

DD 30%	8-2-11
DD 50%	8-20-11
PERMIT SET	10-24-11
PER IMPROVED	12-28-11
Issue Date and Purpose	
Project Number:	1116
Drawn by:	J. CONTE
Checked:	M. KALAGHCHI
File No.:	BIBERS124336
	<b>C402</b>

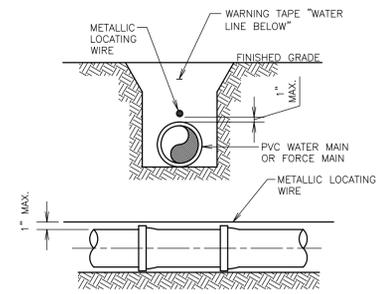
ENGINEERING  
 PLANNING  
 DESIGN  
 URBAN  
**SK Consortium, Inc.**  
 1053 N. ORLANDO AVE., SUITE 3 • MAITLAND, FLORIDA 32751  
 TELEPHONE 407-629-4288 • FACSIMILE 407-629-1656 • E# 7080





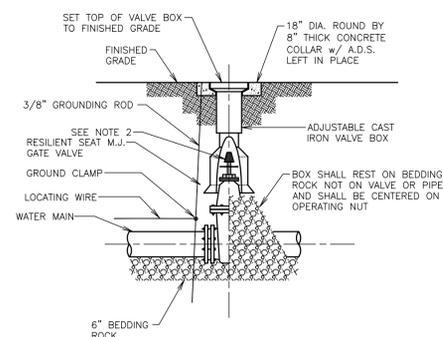
- NOTES:**
- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
  - TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
  - PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING MAY BE REQUIRED AS DIRECTED BY THE CITY OF WINTER GARDEN.
  - (\*) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" LARGER.
  - WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
  - ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
  - REFER TO SECTION 32.5 OF THE CITY OF WINTER GARDEN MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION FOR SHEETING AND BRACING IN EXCAVATIONS.
  - FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY OF WINTER GARDEN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

**STANDARD BEDDING DETAIL**  
N.T.S.



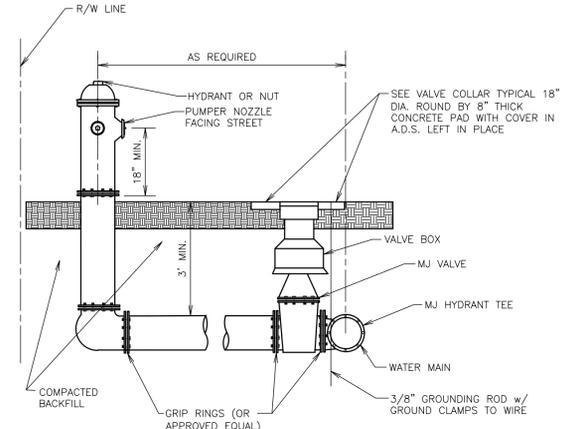
- NOTES:**
- PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE ATTACHED TO THE TOP OF PIPE WITH DUCT TAPE, AT LEAST 5 TIMES PER JOINT.
  - LOCATING ROD SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING ABOVE TOP OF BOX 3\"/>

**PVC PIPE LOCATING WIRE DETAIL**  
N.T.S.

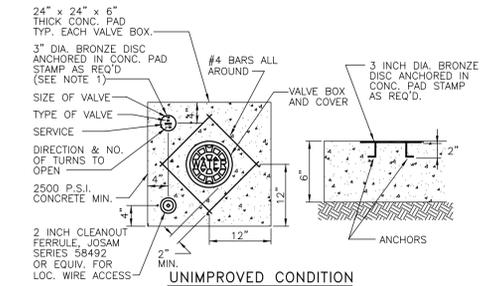


- GENERAL NOTES:**
- PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
  - THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

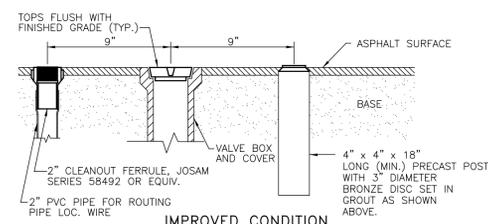
**GATE VALVE AND VALVE BOX DETAIL**  
N.T.S.



**FIRE HYDRANT ASSEMBLY DETAIL**  
N.T.S.

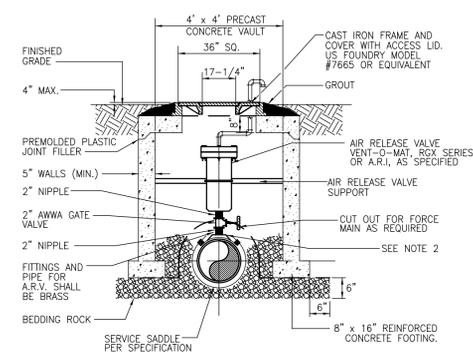


**UNIMPROVED CONDITION**  
N.T.S.



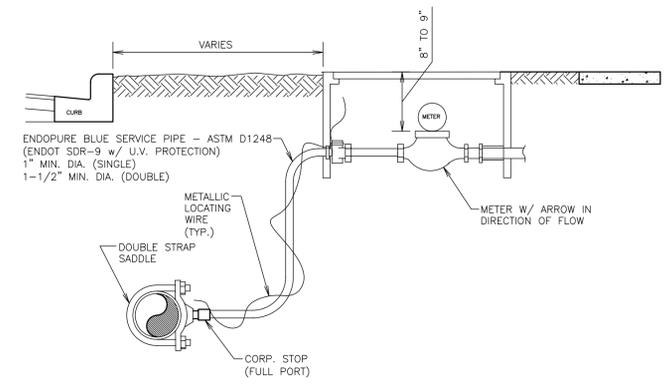
**IMPROVED CONDITION**  
N.T.S.

**VALVE BOX COLLAR**  
N.T.S.

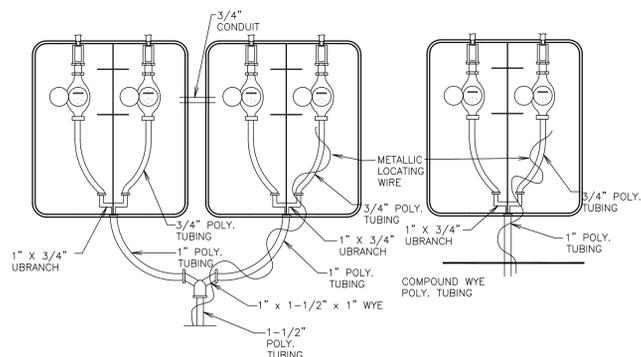


- NOTES:**
- THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 3.0 FEET.
  - DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
  - PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
  - INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
  - CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
  - COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION, "SEWER" RECLAIMED WATER OR POTABLE WATER".
  - NO GALVANIZED PIPE/VALVES.

**POTABLE WATER SYSTEM AIR RELEASE VALVE AND VAULT**  
N.T.S.



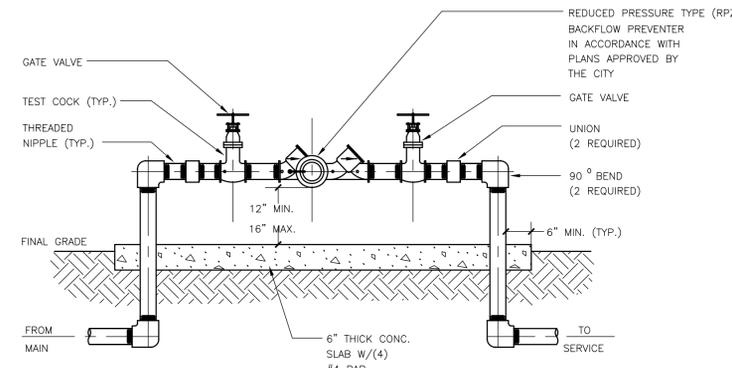
**DOUBLE SERVICE (TOP VIEW)**  
N.T.S.



**SINGLE SERVICE (TOP VIEW)**  
N.T.S.

- NOTES:**
- A FITTINGS SHALL BE BRASS WITH COMPRESSION/PACK JOINT CONNECTIONS.
  - NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
  - EACH SERVICE SHALL TERMINATE IN A METER BOX ASSEMBLY, WHICH SHALL BE PLACED TO GRADE IN THE UTILITY EASEMENT AT THE PROPERTY LINE(S) OF THE LOT(S) TO BE SERVED.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION TO AND INCLUDING THE METER BOX ASSEMBLY. CITY SHALL FURNISH THE METER AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING METER BOX ASSEMBLY TO FINISH GRADE AND MAKING ANY GRADE ADJUSTMENT TO METER BOX IF REGRADING OCCURS.
  - LOCATING WIRE ON POLY PIPE SHALL BE TAPED EVERY 5 FT FROM METER BOX TO WATER MAIN.
  - METER NIPPLE BEHIND SIDEWALK TO BE INSTALLED BY CONTRACTOR (H10094)
  - IN NO CASE IS METER TO BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

**POTABLE WATER SINGLE AND DOUBLE SERVICE DETAIL**  
N.T.S.

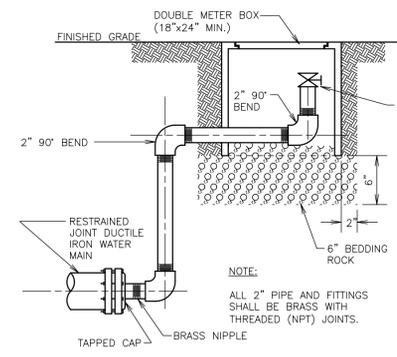


- NOTES:**
- ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 80 PVC. NO GALVANIZED PIPE WILL BE APPROVED.
  - ALL PIPE LARGER THAN 2" SHALL BE FLANGED DUCTILE IRON PIPE.
  - NO GALVANIZED PIPE ALLOWED.

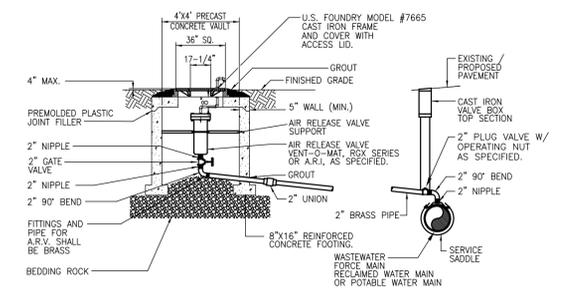
**BACKFLOW PREVENTER DETAIL**  
N.T.S.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THE PROJECT AND THAT DETAILS, NOTES, OR SPECIFICATIONS ARE AS PROVIDED BY THE CITY AND HAVE NOT BEEN REVISED OR MODIFIED WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR UTILITY DIRECTOR.

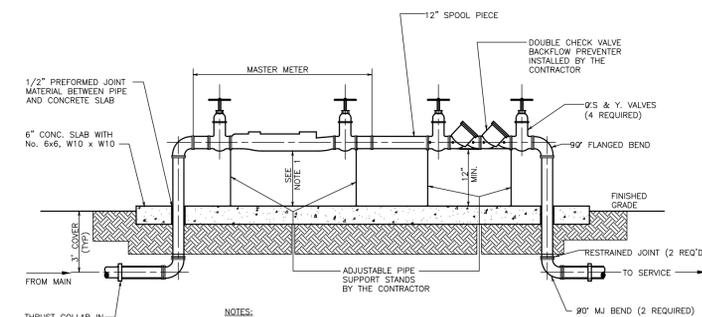


**BLOWOFF VALVE DETAIL**  
N.T.S.



- NOTES:**
- THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
  - DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
  - PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
  - INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
  - CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
  - COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION, "SEWER" RECLAIMED WATER OR POTABLE WATER".
  - NO GALVANIZED PIPE/VALVES.

**OFFSET TYPE AIR RELEASE VALVE ASSEMBLY**  
N.T.S.



- NOTES:**
- THE CONTRACTOR SHALL CONTACT THE INSPECTOR FOR EXACT ASSEMBLY LENGTH AND HEIGHT ABOVE THE SLAB REQUIRED FOR THE FIRE LINE MASTER METER TO BE INSTALLED. ALL WIRE, FITTINGS AND APPURTENANCES SHALL BE INSTALLED BY THE CONTRACTOR.
  - ALL PIPE LARGER THAN 2 INCH SHALL BE FLANGED DUCTILE IRON PIPE.
  - SENSUS METER REQUIRED.
  - 2" BYPASS METER SHALL BE CONSTRUCTED ON MASTER METER ASSEMBLY.

**MASTER METER ASSEMBLY**  
N.T.S.

ACAD FILE: City of Winter Garden Details 1 (Water).dwg

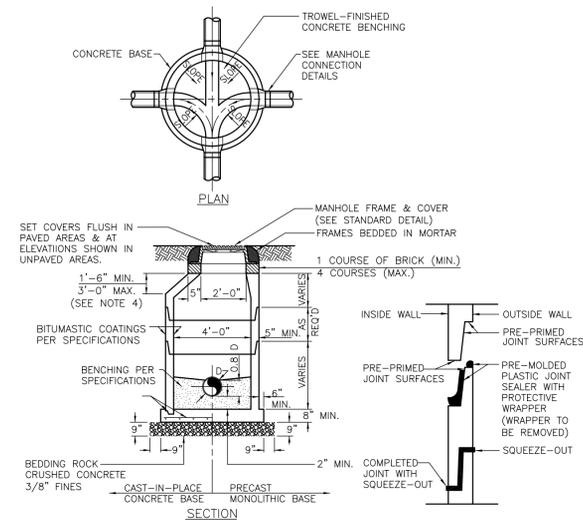
DATE	
ITEM	
No.	

City of Winter Garden, Florida  
STANDARDS AND SPECIFICATIONS  
For Utilities Construction

STANDARD DETAILS  
FOR  
POTABLE WATER SYSTEMS

DATE  
JANUARY 2008  
SHEET

**C404**

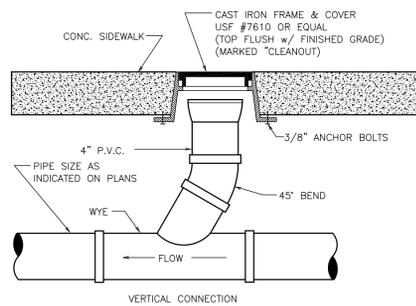


**NOTES:**

1. DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS. ALL DROPS TO BE OUTSIDE OF THE MANHOLE.
2. E-Z RAPP OUTSIDE ALL JOINTS
3. GROUT WITH NON-SHRINKING GROUT INSIDE JOINTS
4. NO CONES OVER 3 FT. TALL
5. ALL PRECAST CONCRETE SHALL BE COATED INSIDE AND OUTSIDE WITH COAL TAR EPOXY, MINIMUM 16 MIL DMT.

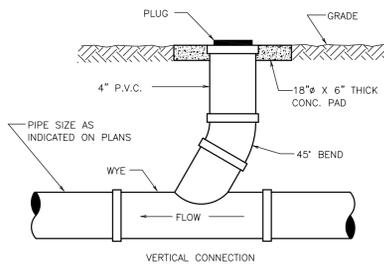
**PRECAST CONCRETE SANITARY MANHOLE**

N.T.S.



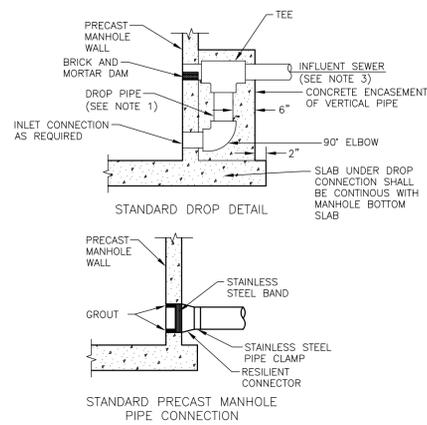
**CLEAN OUT DETAIL FINISHED BUILDOUT (IN PAVED AREA)**

N.T.S.



**CLEAN OUT DETAIL FINISHED BUILDOUT (IN UNPAVED AREA)**

N.T.S.

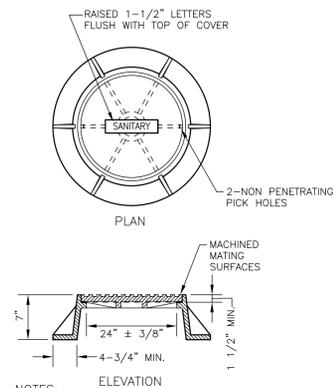


**NOTES:**

1. DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
2. AN OUTSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT WHICH HAVE AN INVERT 2' OR MORE ABOVE THEN MANHOLE INVERT.

**SANITARY MANHOLE CONNECTION DETAILS**

N.T.S.

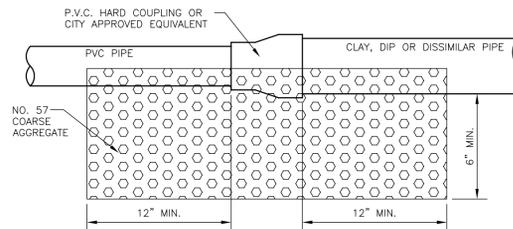


**NOTES:**

1. MANHOLE FRAME & COVER SHALL BE 24" OPENINGS, USE #AS-225 AS MANUFACTURED BY U.S. FOUNDRY & MFG. CORP. OR APPROVED EQUAL
2. RAIN STOPPER LIDS OR RAIN GUARD LIDS (LFVHS) REQUIRED.

**STANDARD MANHOLE FRAME AND COVER**

N.T.S.

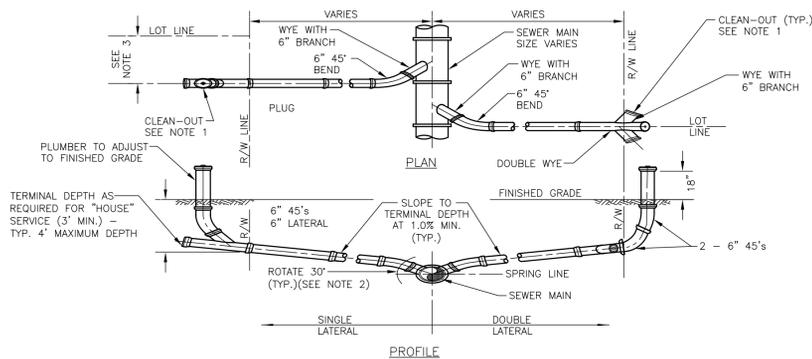


**NOTE:**

1. FIELD VERIFY MATERIALS OF EXISTING PIPES TO SELECT PROPER CONNECTOR.
2. HARBCO COUPLING OR APPROVED EQUIVALENT FOR ALL PIPE MATERIALS, UNLESS APPROVED IN WRITING BY THE CITY.

**SEWER MAIN CONNECTION DETAIL**

N.T.S.



**NOTES:**

1. CLEANOUT SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH STANDARD PLUMBING CODE.
2. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
3. WYES AND 45° BENDS SHALL BE PVC (SDR 26).
4. LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE, 25' MAXIMUM.

**SANITARY SEWER SERVICE LATERAL DETAIL**

N.T.S.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THE PROJECT AND THAT DETAILS, NOTES, OR SPECIFICATIONS ARE AS PROVIDED BY THE CITY AND HAVE NOT BEEN REVISED OR MODIFIED WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR UTILITY DIRECTOR.

City of Winter Garden, Florida  
STANDARDS AND SPECIFICATIONS  
For Utilities Construction

K:\Vemp\Nagan\Winter Garden Seal.dwg

STANDARD DETAILS  
FOR  
WASTEWATER SYSTEMS

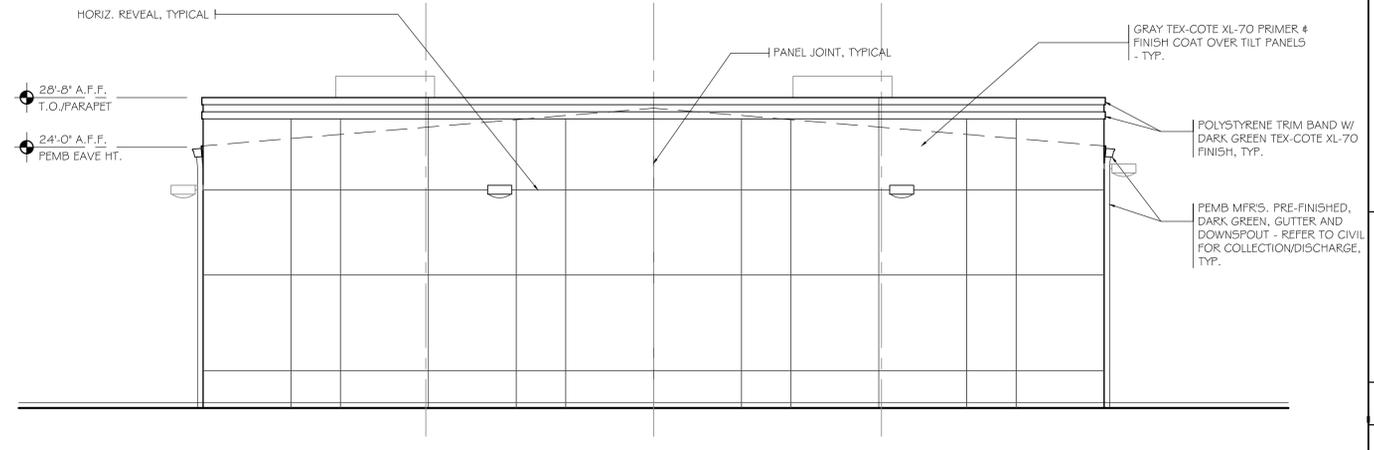
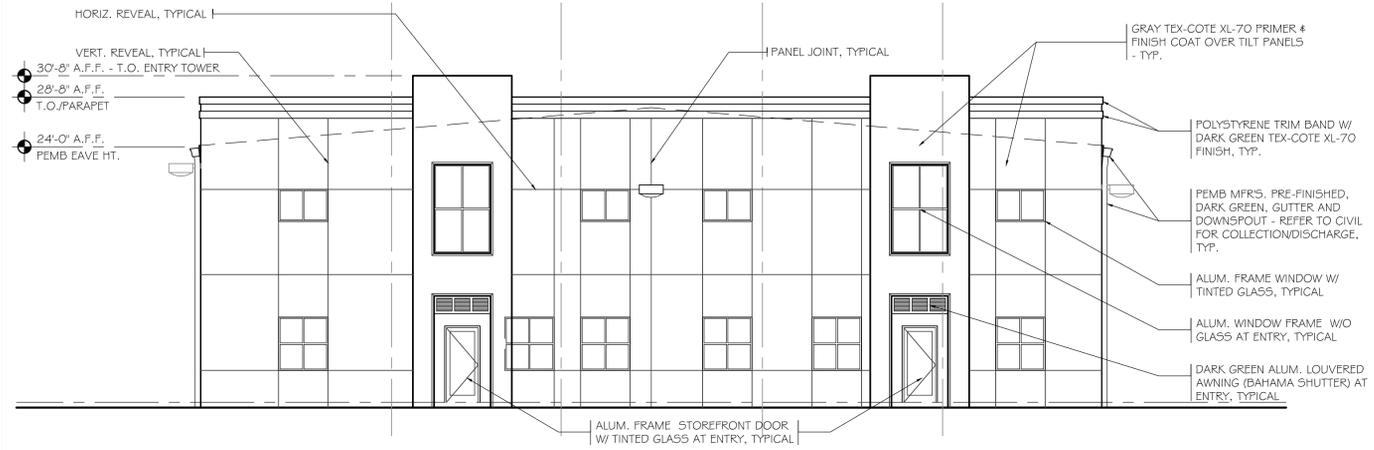
DATE  
JANUARY 2008  
SHEET

C405

DATE	ITEM	NO.

REVISONS



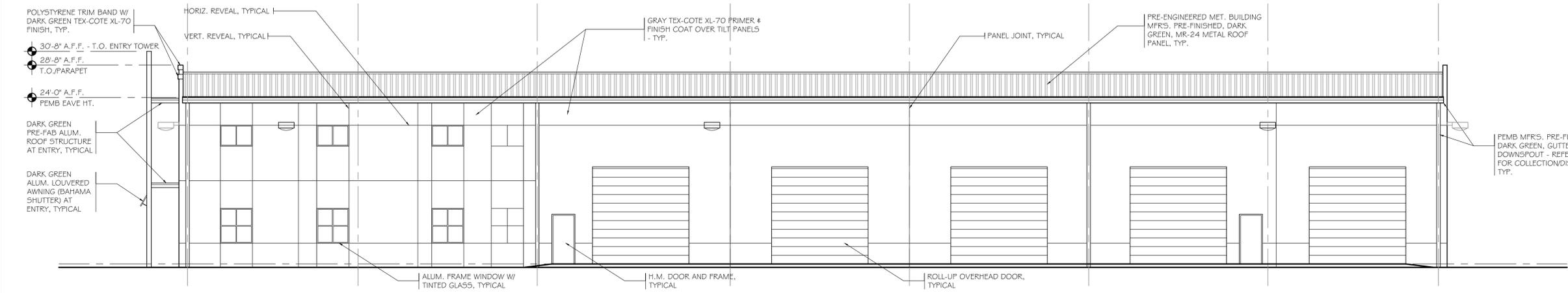


**A** South Elevation  
 A-4 SCALE: 1/8" = 1'-0"

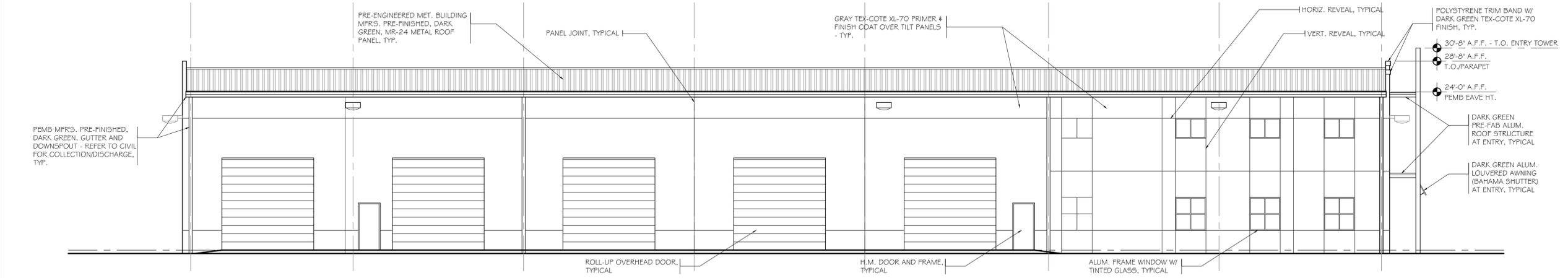
ALL PEMB TRIM TO BE DARK GREEN TO MATCH GUTTERS, DOUNSPOUTS AND ROOFING

**B** North Elevation  
 A-4 SCALE: 1/8" = 1'-0"

ALL DOORS, DOOR FRAMES, AND WINDOW FRAMES TO BE GRAY TO MATCH BUILDING COLOR



**C** East Elevation  
 A-4 SCALE: 1/8" = 1'-0"



**D** West Elevation  
 A-4 SCALE: 1/8" = 1'-0"

FOR DESIGN REVIEW ONLY - NOT FOR CONSTRUCTION

Boyd Consulting  
 1103 Crown Park Circle  
 Winter Garden  
 Florida 34787

REVISIONS:	DATE:	BY:	DESCRIPTION:

DRAWN BY: L. Zermeno	DATE: 12/15/2011	SCALE: AS NOTED
REVIEW BY: LPH/FMH	PROJ. NO. 04-001/2011	

EXTERIOR ELEVATIONS AND DETAILS

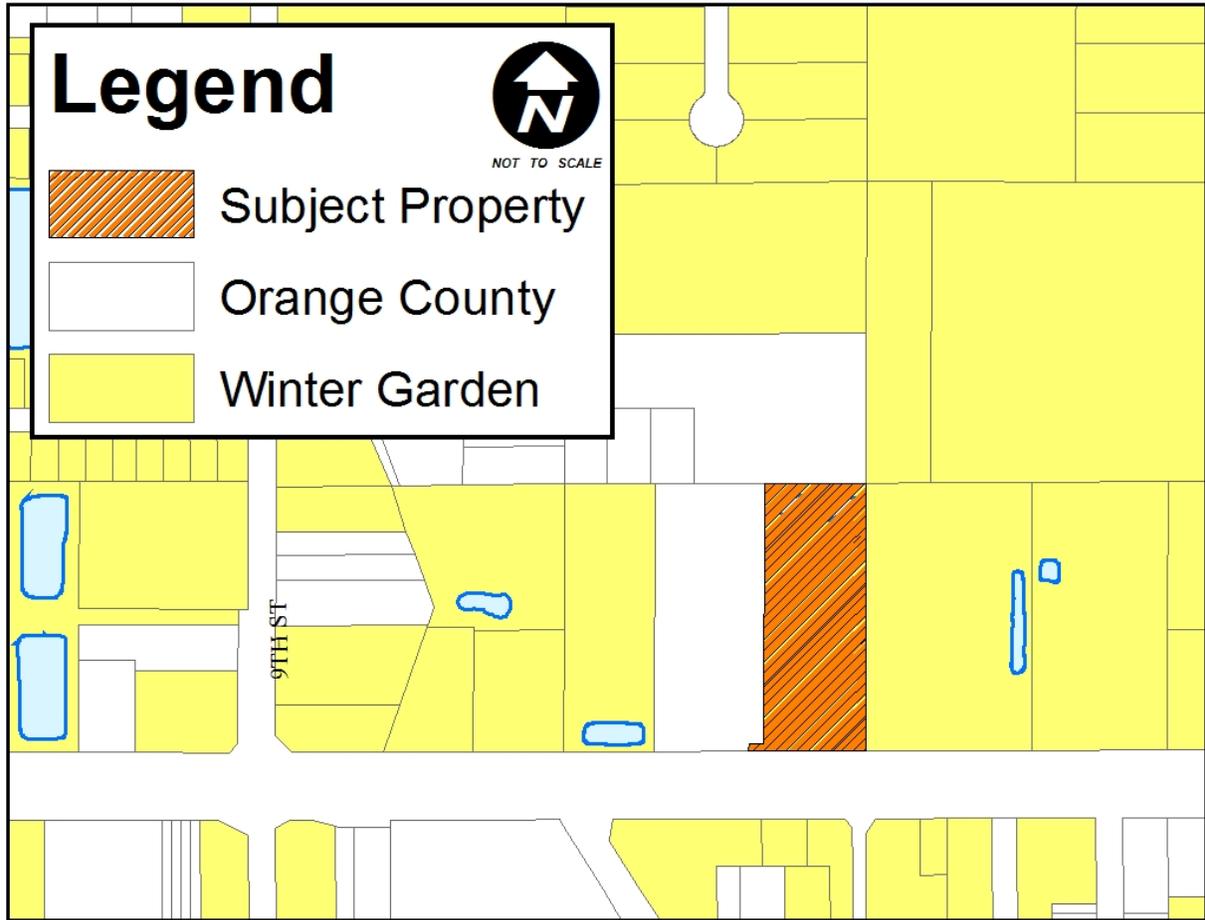
FLOOR NO:  
**Grnd.**  
 SHEET NO:  
**A-4**





# LOCATION MAP

12801 W. Colonial Drive



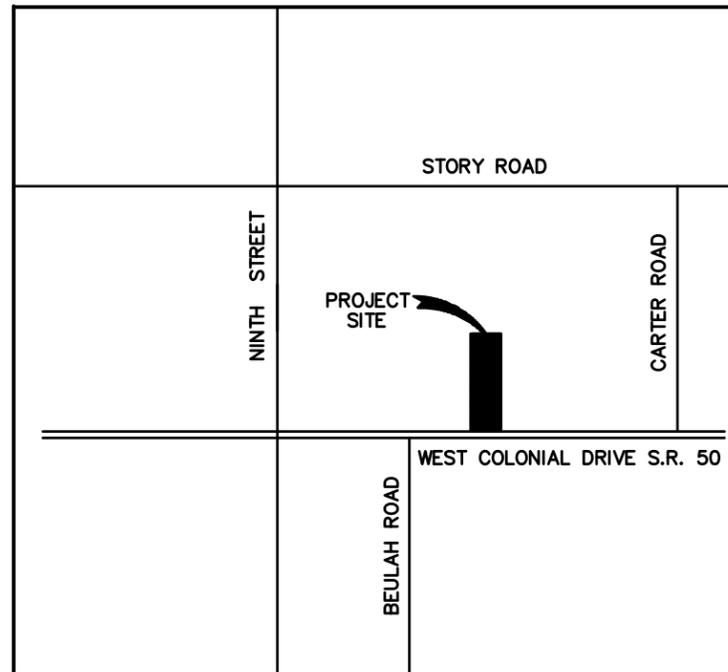
# SITE CONSTRUCTION PLANS COMMERCIAL ADDITION FOR SIGMA DELTA INVESTMENT GROUP at 12801 W. COLONIAL DRIVE November 28, 2011

PAVING, GRADING, AND DRAINAGE CONSTRUCTION NOTES

1. UNLESS OTHERWISE NOTED, GENERAL, PAVING, & STORM CONST. DIVISIONS TO BE IN ACCORD. WITH FDOT STDS. & SPECS. FOR ROAD & BRIDGE CONST., 1991 EDITION & FDOT ROADWAY & DESIGN TRAFFIC STANDARDS, MOST RECENT EDITION.
2. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED, UNLESS INDICATED TO BE SODDED AFTER GRADING IS COMPLETED TO PREVENT EROSION.
3. CONTRACTOR TO GRADE TO PROVIDE POSITIVE DRAINAGE AS INDICATED WITH A MIN. 0.50% SLOPE.

EROSION & SEDIMENT CONTROL PLAN

1. EROSION AND WATER POLLUTION CONTROL TO BE PROVIDED IN ACCORDANCE WITH FDOT STANDARD INDEX NUMBER 102.
2. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN FOR APPROVAL PRIOR TO SCHEDULING THE PRE-CONSTRUCTION MEETING.
3. DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO INSURE AGAINST POLLUTING, SILTING OR DISTURBING TO SUCH AN EXTENT AS TO CAUSE AN INCREASE IN TURBIDITY TO THE EXISTING DRAINAGE SYSTEM AND ADJACENT WATER BODIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL PERMIT REQUIREMENTS RELATED TO SUCH MEASURES. METHODS MAY INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OF TEMPORARY EROSION CONTROL STRUCTURES SUCH AS SEDIMENT BASINS, SEDIMENT CHECKS, SILT BARRIERS OR SILT SCREENS.



LOCATION MAP

Parcel ID: 12-22-27-6496-32-016  
Address 12801 W. COLONIAL DRIVE

OWNER:	Sigma Delta Investments Inc 12801 W. Colonial Drive Winter Garden, Florida 34787	407-446-4489 eliieldellen@gmail.com
ENGINEER:	Kirby Engineering, L.L.C. John Kirby, P.E. P. O. Box 770669 Winter Garden, Florida 34787	407-877-9400 407-877-9983 (Fax) jkwg1@earthlink.net
SURVEYOR:	Atlantic Surveying, inc 525 W. Plant St. Winter Garden, Fl 34787	(407) 656-4493 (407) 656-4437 (FAX)
GENERAL CONTRACTOR:	Bill Chase Chase Restoration Inc 264 Debary Drive DeBary, Florida 32713	407-716-2202 chaserestore12@comcast.net

**KIRBY ENGINEERING, L.L.C.**                      **JOHN R. KIRBY, P.E.**  
P. O. BOX 770669    WINTER GARDEN, FL 34777 (407) 877-9400

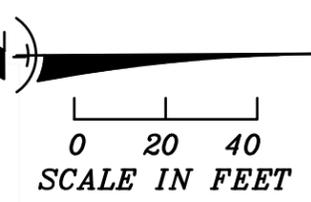
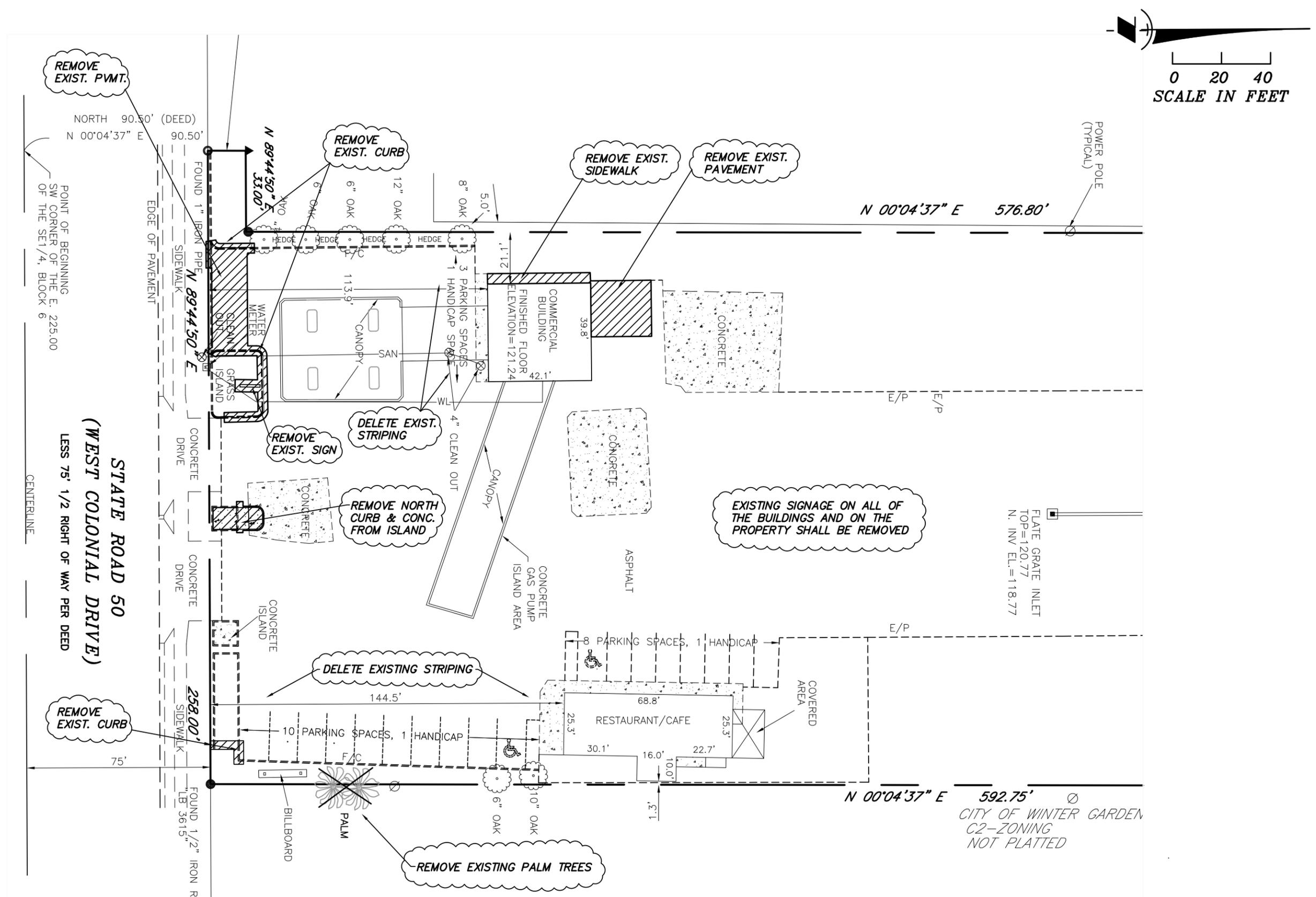
LEGAL DESCRIPTION

THE EAST 225.00 FEET OF THE SOUTHEAST QUARTER OF BLOCK 6, OVERSTREET CREATE COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK F, PAGE 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEGIN AT THE SOUTHWEST CORNER OF THE AFORESAID EAST 225.00 FEET OF THE SOUTHEAST QUARTER OF BLOCK 6, RUN THENCE WEST 33.00 FEET; THENCE NORTH 90.50 FEET; THENCE EAST 33.00 FEET; THENCE SOUTH 90.50 TO THE POINT OF BEGINNING. LESS THE SOUTH 75.00 FEET THEREOF FOR ROAD RIGHT OF WAY. CONTAINING 3.072 ACRES, MORE OR LESS.

SPECIAL NOTES

1. ALL CONST. ACTIVITY SHALL CONFORM TO CHAPTER 106 OF THE CITY OF WINTER GARDEN CODE -CHAPTER 106-STORM WATER MGMT.
2. SOLID WASTE WILL BE HANDLED VIA ON-SITE DUMPSTER
3. PROPOSED DUMPSTER ENCLOSURE & ANY SIGNAGE SHALL REQUIRE A SEPARATE BUILDING PERMIT.
4. SITE LIGHTING, IF ANY, SHALL COMPLY WITH CITY DARK SKY STANDARDS CHAPTER 118, ARTICLE X, DIVISION 4

INDEX OF SHEETS	
SHEET TITLE	No.
Cover Sheet	C1
Demolition Plan	C2
Paving, Grading & Drainage Plan	C3
Parking & Striping Plan	C4
Paving, Grading & Drainage Details	C5
HC Parking Details	C6
Landscape & Hardscape Plan (South)	L1
Landscape Plan (North)	L2
Landscape Key	L3
Landscape Details & Notes	L4
Hardscape Details	L5



NORTH 90.50' (DEED)  
N 00°04'37" E 90.50'

POINT OF BEGINNING  
SW CORNER OF THE E. 225.00  
OF THE SE1/4, BLOCK 6

FOUND 1" IRON PIPE  
N 89°44'50" E  
33.00'

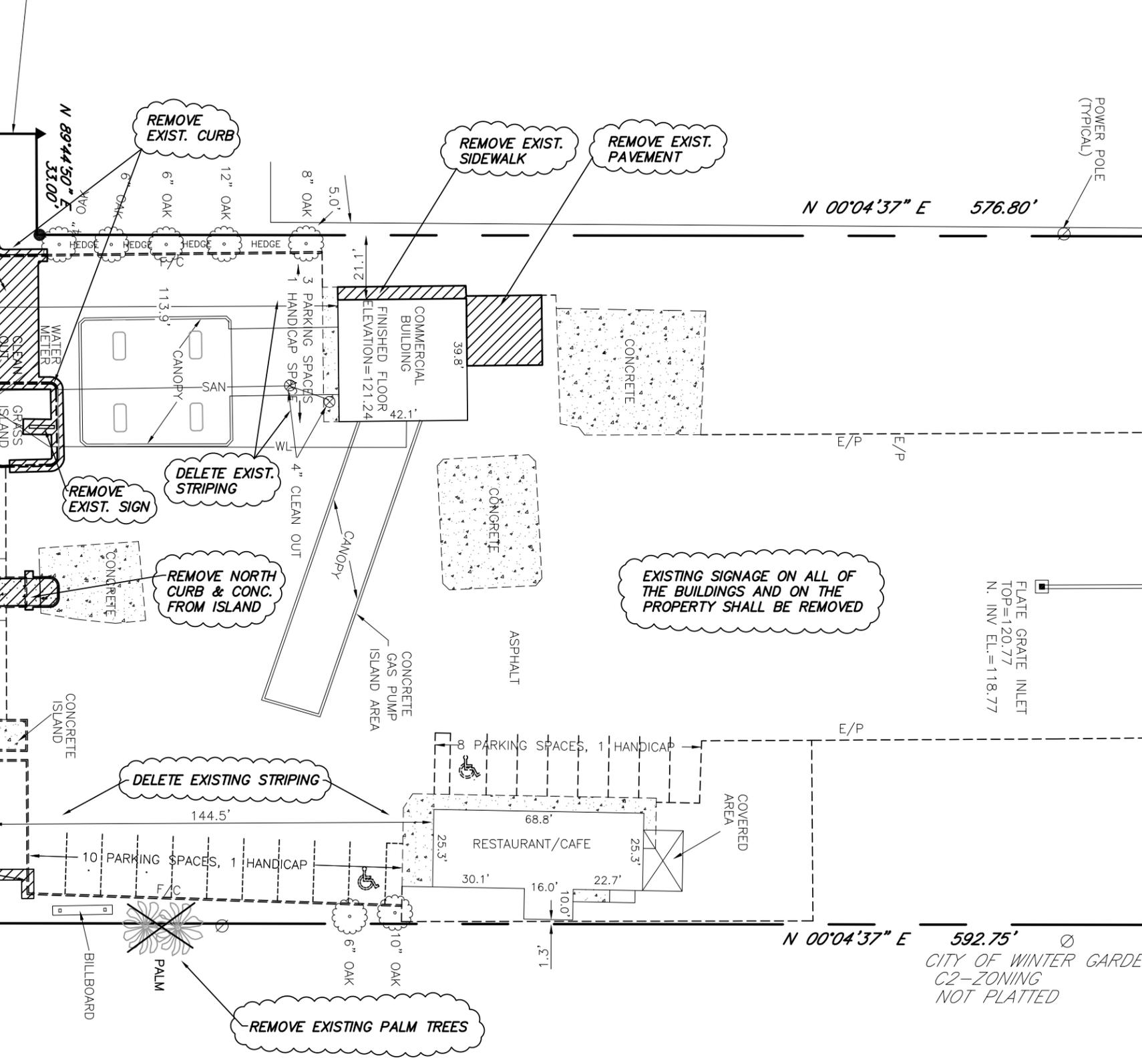
EDGE OF PAVEMENT  
SIDEWALK  
CONCRETE DRIVE

STATE ROAD 50  
(WEST COLONIAL DRIVE)  
LESS 75' 1/2 RIGHT OF WAY PER DEED  
CENTERLINE

FOUND 1 1/2" IRON R  
LB 3615"

75'

REMOVE EXIST. CURB



N 00°04'37" E 576.80'

N 00°04'37" E 592.75'

CITY OF WINTER GARDEN  
C2-ZONING  
NOT PLATTED

LEGEND	
Exist. Bldgs./Conc./Asph.to be Removed	

NO.	DATE	REVISIONS
1	12-19-11	Rev. as per 12-11 CWG-DRC

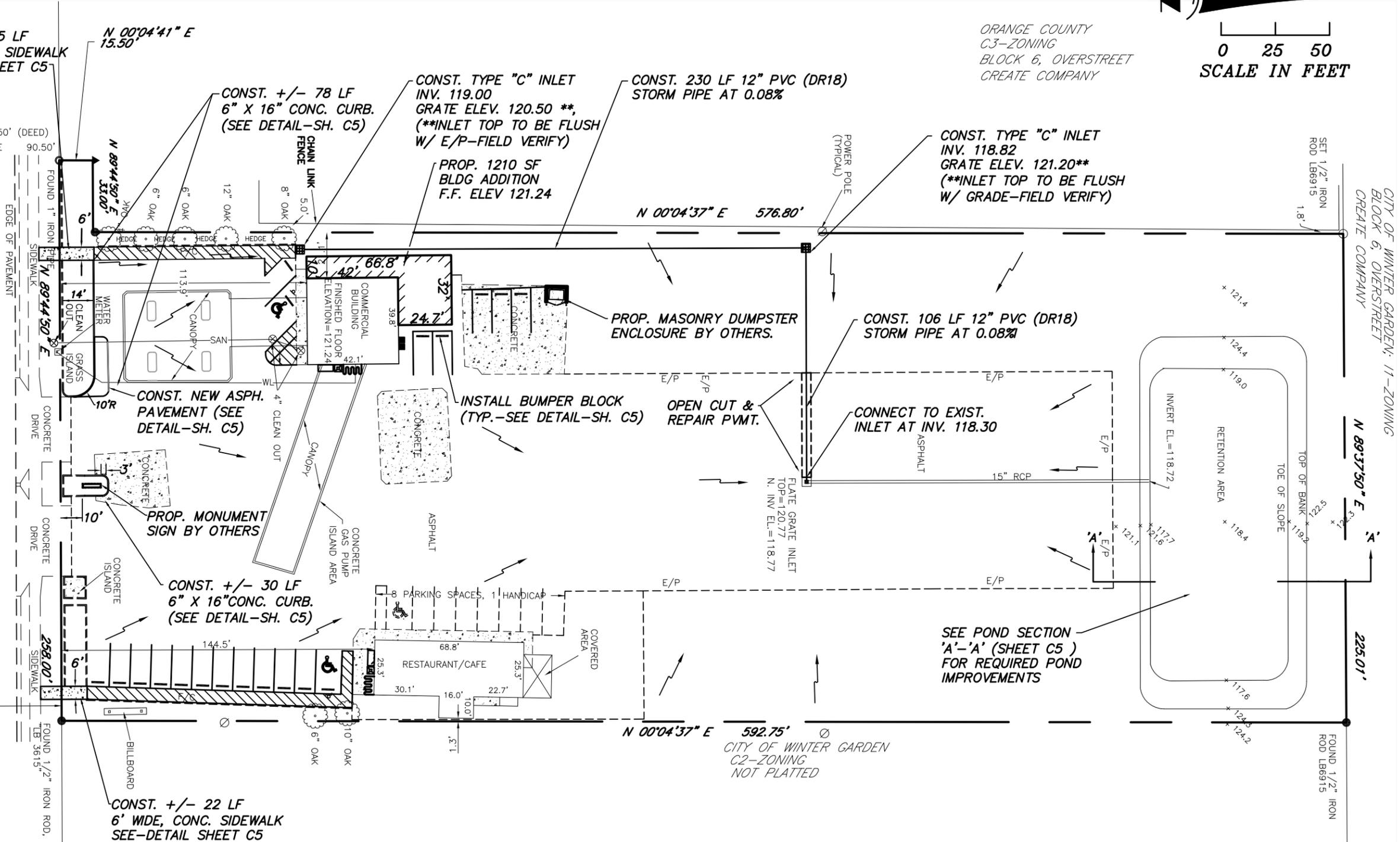
DEMOLITION PLAN FOR COMMERCIAL ADDITION FOR SIGMA DELTA INVESTMENT GROUP	
KIRBY ENGINEERING, L.L.C.	JOHN R. KIRBY, P.E.
JK DESIGNED	
JK DRAWN	
11/28/11 DATE	
C2	

CONST. +/- 25 LF  
6' WIDE, CONC. SIDEWALK  
SEE-DETAIL SHEET C5

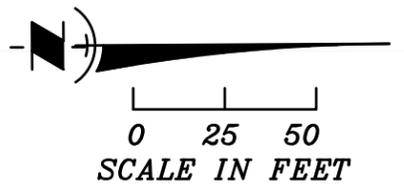
NORTH 90.50' (DEED)  
N 00°04'37" E 90.50'

POINT OF BEGINNING  
SW CORNER OF THE E. 225.00'  
OF THE SET/4, BLOCK 6

STATE ROAD 50  
(WEST COLONIAL DRIVE)  
LESS 75' 1/2 RIGHT OF WAY PER DEED



ORANGE COUNTY  
C3-ZONING  
BLOCK 6, OVERSTREET  
CREATE COMPANY



N 00°04'37" E 592.75'  
CITY OF WINTER GARDEN  
C2-ZONING  
NOT PLATTED

CITY OF WINTER GARDEN, I1-ZONING  
BLOCK 6, OVERSTREET  
CREATE COMPANY

NO.	DATE	REVISIONS
1	12-19-11	Rev. as per 12-11 CWG-DRC

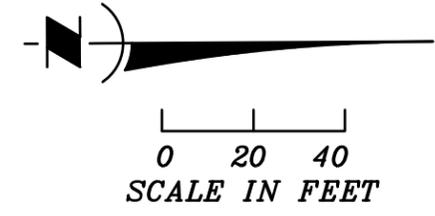
PAVING, GRADING & DRAINAGE PLAN FOR  
COMMERCIAL ADDITION FOR  
SIGMA DELTA INVESTMENT GROUP

KIRBY ENGINEERING, L.L.C.  
JOHN R. KIRBY, P.E.

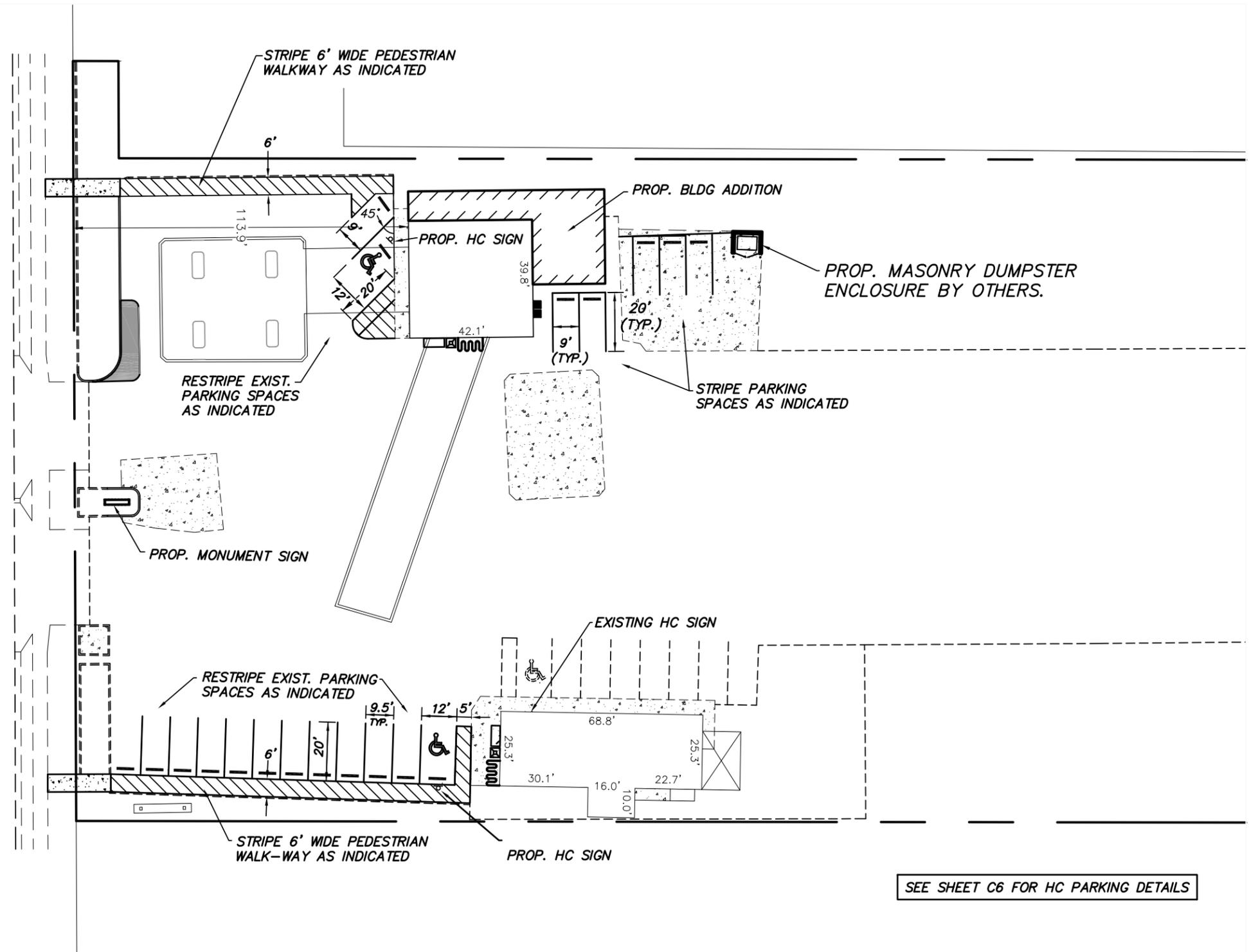
JK DESIGNED
JK DRAWN
11/28/11 DATE
C3

LEGEND	
Existing Grade	x 117.7
Exist. Water Service	— WL —
Exist. San. Service	— SAN —
New Asphalt Pvmt.	

SEE SHEET C5 FOR PGD DETAILS



STATE ROAD 50  
(WEST COLONIAL DRIVE)



SEE SHEET C6 FOR HC PARKING DETAILS

NO.	DATE	REVISIONS
1	12-19-11	Rev. as per 12-11 CWG-DRC

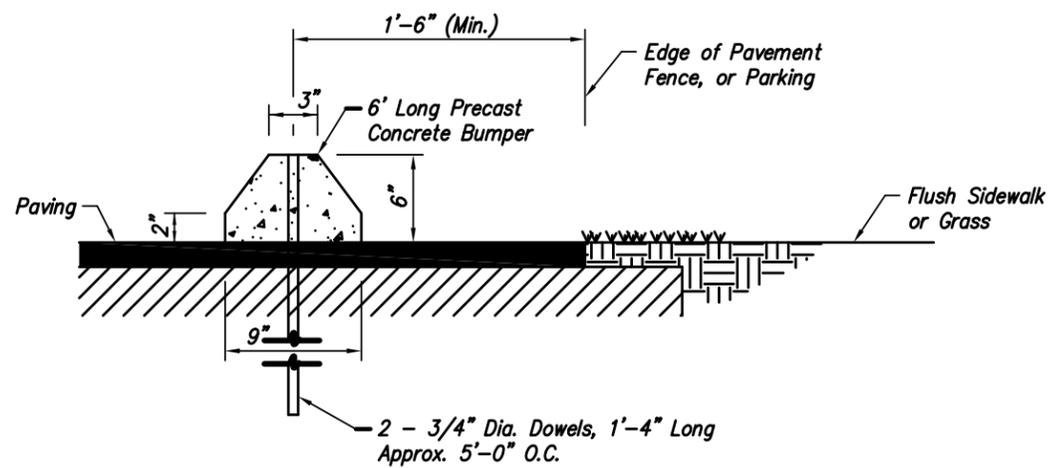
**PARKING & STRIPING PLAN FOR  
COMMERCIAL ADDITION FOR  
SIGMA DELTA INVESTMENT GROUP**

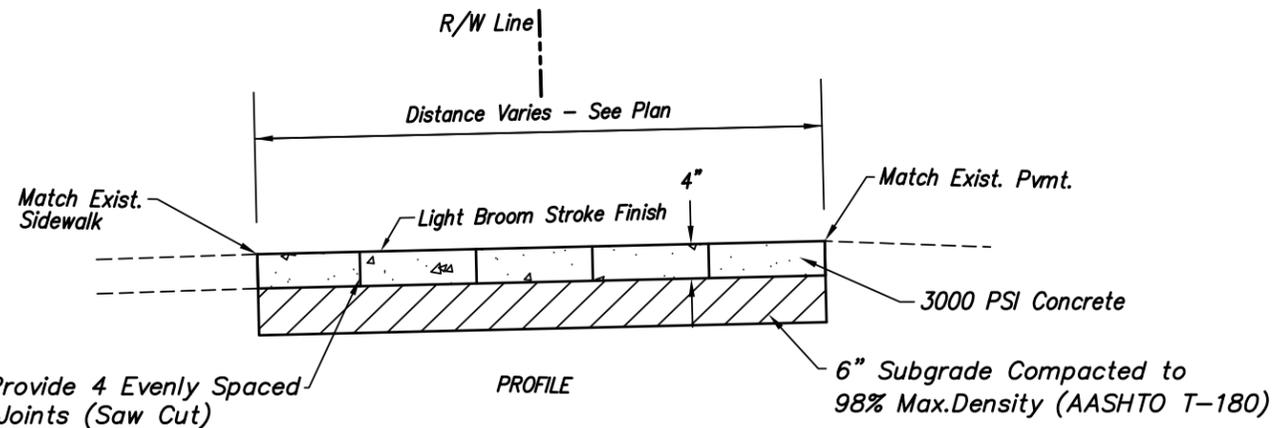
KIRBY ENGINEERING, L.L.C.  
JOHN R. KIRBY, P.E.

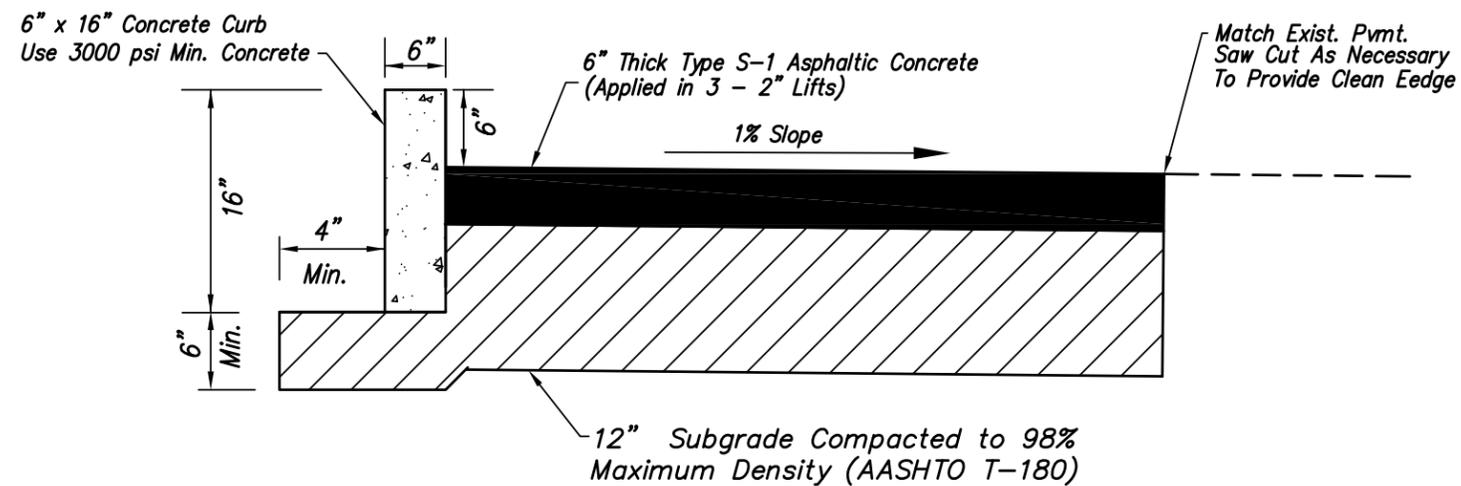
JK DESIGNED
JK DRAWN
12/19/11 DATE
C4



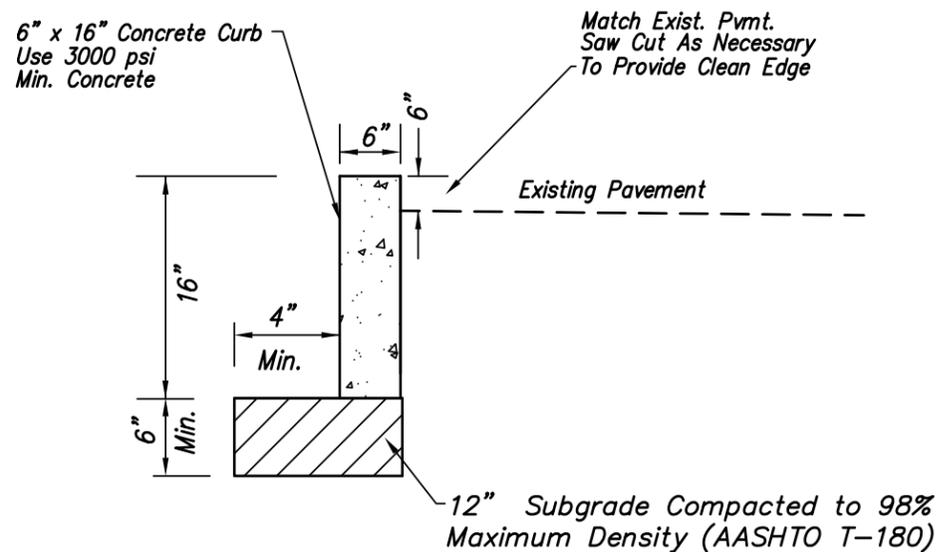
**PARKING BUMPER BLOCK**  
N.T.S.



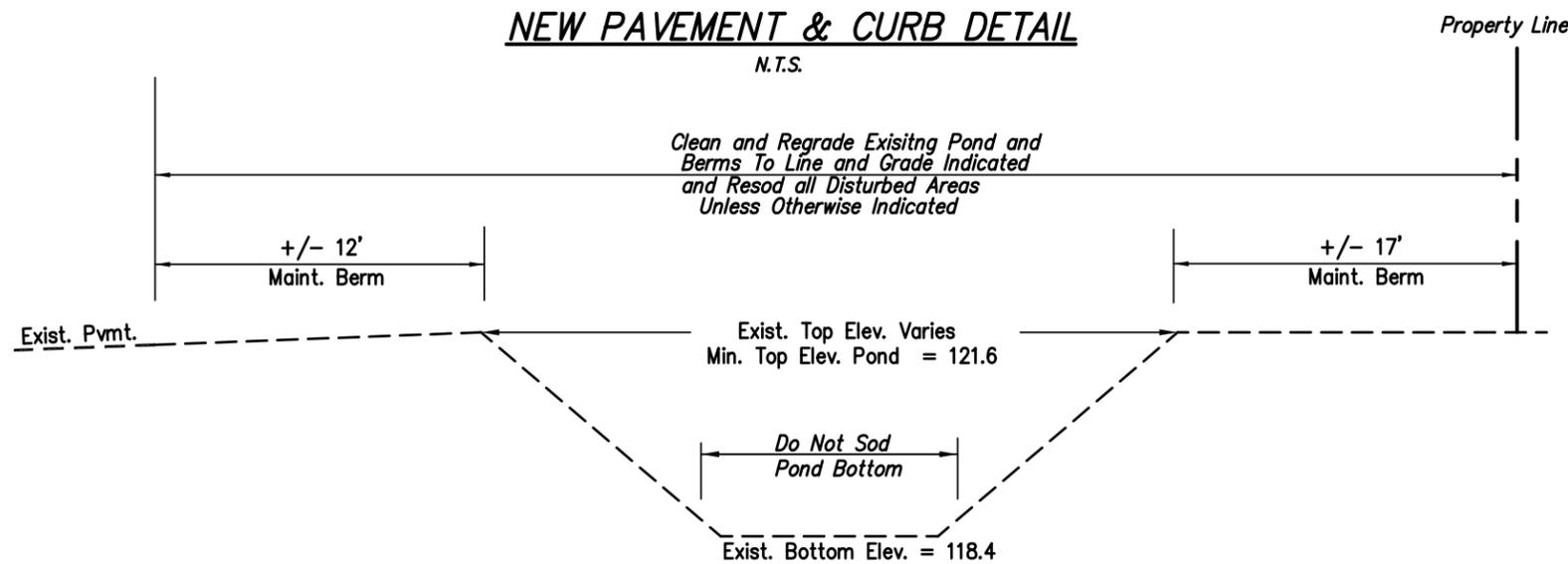
**SIDEWALK DETAIL**  
N.T.S.



**NEW PAVEMENT & CURB DETAIL**  
N.T.S.



**EXISTING PAVEMENT & CURB DETAIL**  
N.T.S.



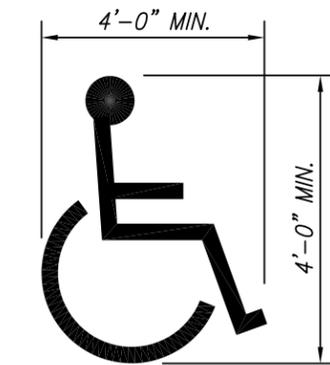
**POND SECTION "A"-"A"**  
N.T.S.

NO.	DATE	REVISIONS
1	12-19-11	Rev. as per 12-11 CWG-DRC

PAVING, GRADING & DRAINAGE DETAILS FOR  
COMMERCIAL ADDITION FOR  
SIGMA DELTA INVESTMENT GROUP

KIRBY ENGINEERING, L.L.C.  
JOHN R. KIRBY, P.E.

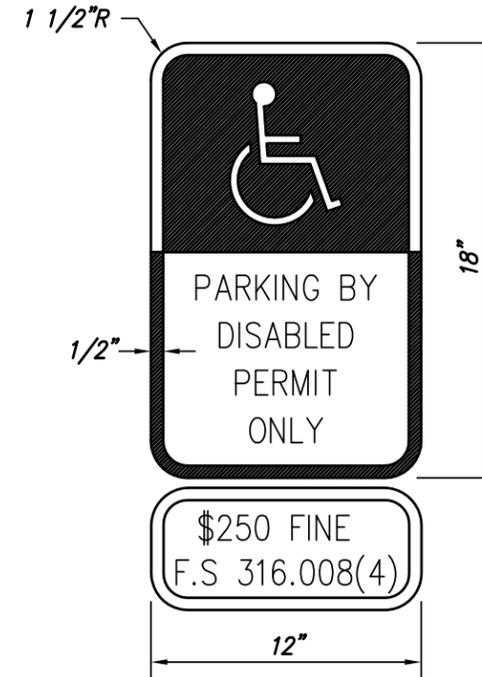
JK DESIGNED
JK DRAWN
11/28/11 DATE
C5



HANDICAPPED  
PARKING

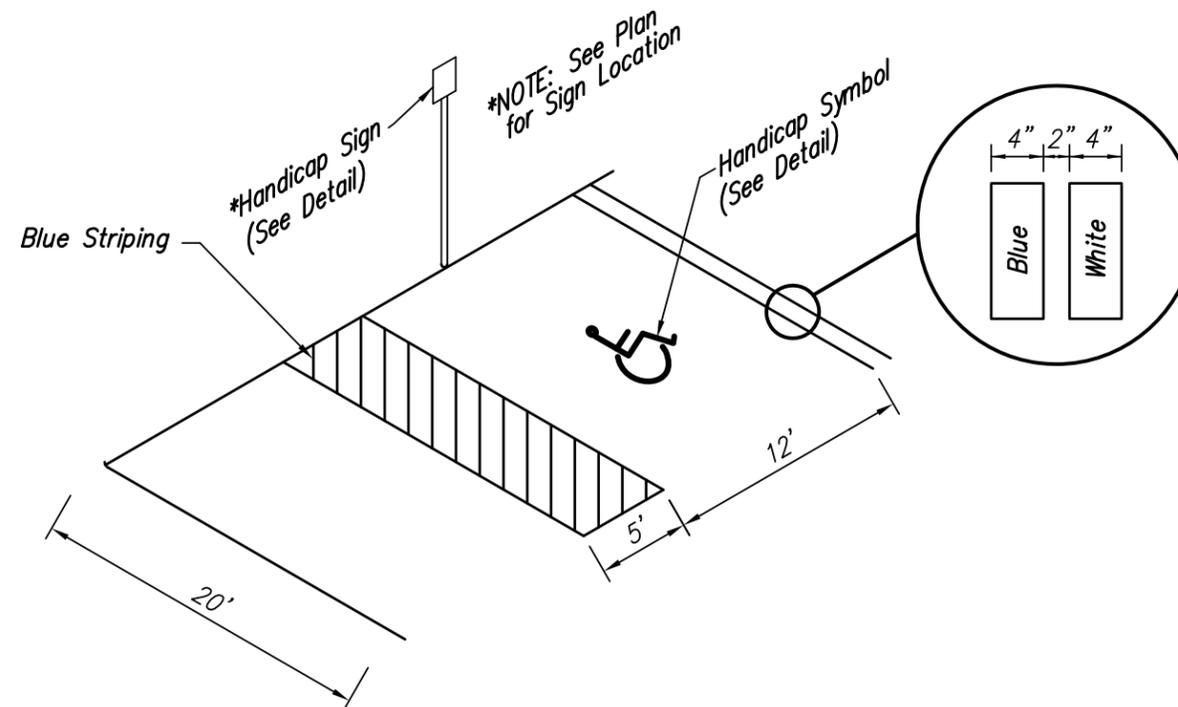
NOTES:

1. ALL LETTERS ARE 1" SERIES "C"
2. TOP PORTION OF SIGN SHALL HAVE A REFLECTORIZED BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND & BORDER
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE LEGEND & BORDER
4. ONE (1) HANDICAP SIGN REQUIRED FOR EACH HANDICAP PARKING SPACE
5. PER F.D.O.T. - INDEX NO. 17355
6. PROVIDE MOUNTED SIGN AT EACH HANDICAPPED PARKING SPACE (SEE PLAN FOR LOCATIONS). SETON NAME PLATE CORP. SA1222E 12" x 18" EMBOSSED STEEL OR EQUAL
7. PAINT SYMBOL & LETTERING ON PAVEMENT WITH THERMO PLASTIC PAINT.



HANDICAP SYMBOL & SIGN

N.T.S.



HANDICAP SPACE DETAIL

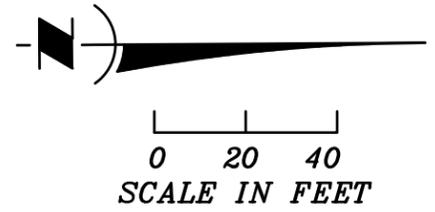
N.T.S.

REVISIONS

HANDICAP PARKING DETAILS FOR  
COMMERCIAL ADDITION FOR  
SIGMA DELTA INVESTMENT GROUP

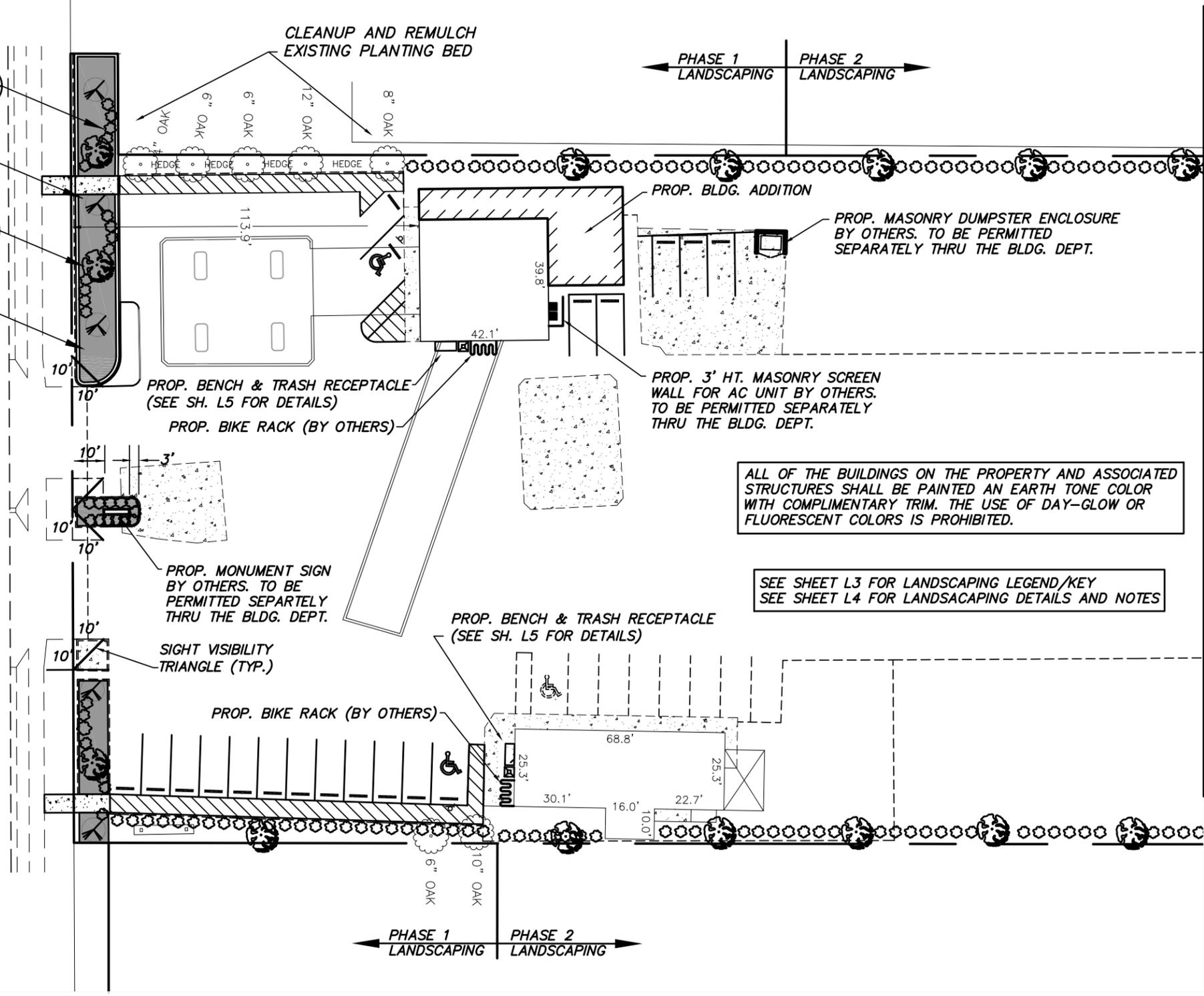
KIRBY ENGINEERING, L.L.C.  
JOHN R. KIRBY, P.E.

JK  
DESIGNED  
JK  
DRAWN  
12/19/11  
DATE  
C6



- VO \*\* VIBURNUM (TYP.)  
SEE SHEET L3 FOR SIZE & QUANTITY
- IV \*\* 'NELLIE R. STEVENS' HOLLY (TYP.)  
SEE SHEET L3 FOR SIZE & QUANTITY
- QV \*\* LIVE OAK  
SEE SHEET L3 FOR SIZE & QUANTITY
- GC \*\* GROUND COVER (TYP.)  
SEE SHEET L3 FOR SIZE & QUANTITY

STATE ROAD 50  
(WEST COLONIAL DRIVE)



ALL OF THE BUILDINGS ON THE PROPERTY AND ASSOCIATED STRUCTURES SHALL BE PAINTED AN EARTH TONE COLOR WITH COMPLIMENTARY TRIM. THE USE OF DAY-GLOW OR FLUORESCENT COLORS IS PROHIBITED.

SEE SHEET L3 FOR LANDSCAPING LEGEND/KEY  
SEE SHEET L4 FOR LANDSCAPING DETAILS AND NOTES

MATCH LINE  
SEE SHEET L2

NO.	DATE	REVISIONS
1	12-19-11	Rev. as per 12-11 CWG-DRC
2	12-29-11	Rev. as per 12-28 CWG-DRC

LANDSCAPE & HARDSCAPE PLAN (SOUTH)  
COMMERCIAL ADDITION FOR  
SIGMA DELTA INVESTMENT GROUP

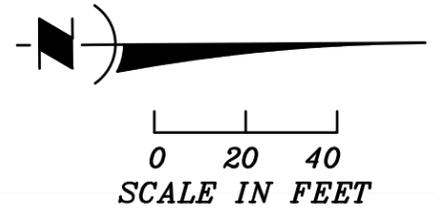
KIRBY ENGINEERING, L.L.C.  
JOHN R. KIRBY, P.E.

JK  
DESIGNED

JK  
DRAWN

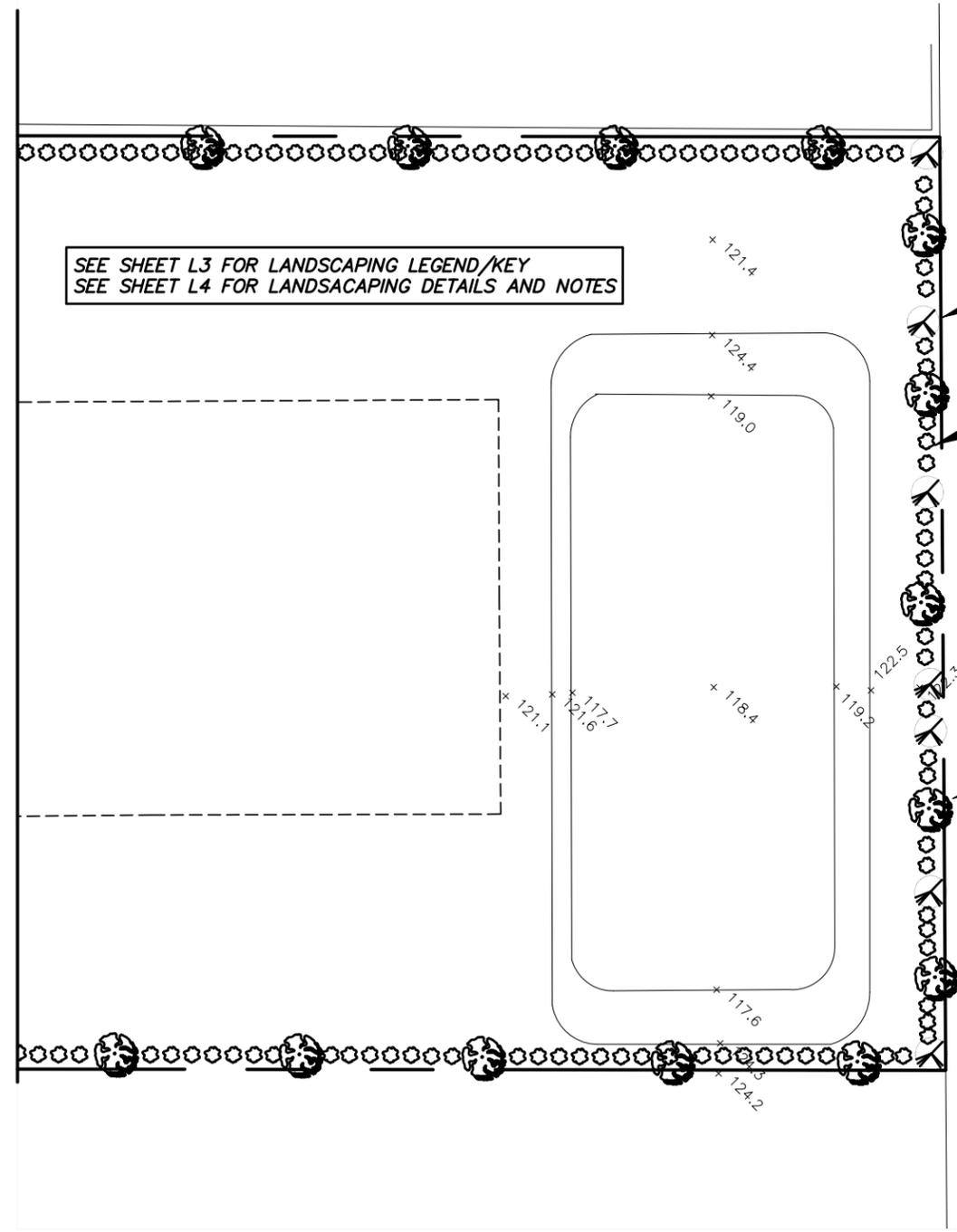
11/28/11  
DATE

L1



SEE SHEET L3 FOR LANDSCAPING LEGEND/KEY  
SEE SHEET L4 FOR LANDSCAPING DETAILS AND NOTES

MATCH LINE  
SEE SHEET L1



IV  
\*\*  
'NELLIE R. STEVENS'  
HOLLY (TYP.)  
SEE SHEET L3 FOR  
SIZE & QUANTITY

VO  
\*\*  
VIBURNUM (TYP.)  
SEE SHEET L3 FOR  
SIZE & QUANTITY

QV  
\*\*  
LIVE OAK  
SEE SHEET L3 FOR  
SIZE & QUANTITY

REVISIONS


LANDSCAPE PLAN FOR  
COMMERCIAL ADDITION FOR  
SIGMA DELTA INVESTMENT GROUP

KIRBY ENGINEERING, L.L.C.

JOHN R. KIRBY, P.E.

JK  
DESIGNED

JK  
DRAWN

12/19/11  
DATE

L2

**LANDSCAPING KEY**

KEY	PLANTING AREA	QTY.	COMMON NAME	BOTANICAL NAME	SPECIFICATION	
PHASE 1	QV	FRONT (WEST)	2	Live Oak	Quercus Virginiana	13' Ht., 65 Ga. Container, 8'-10' Spd., 3.5" Caliper 6' Clr. Trk.
	IV	FRONT (WEST)	4	'Nellie R. Stevens' Holly	Ilex Opaca	11' Ht., 30 Ga. Container
	VO	FRONT (WEST)	37	Sweet Viburnum	Viburnum odoratissimum.	36" Ht., 21"-24" Spd., 3 Ga. Container, 30" O.C.
	GC	FRONT (WEST)	170 **	Confederate Jasmine	Trachleospermum jasminoides	24" Triangular Spacing, 1 Ga. Container
	QV	FRONT (EAST)	1	Live Oak	Quercus Virginiana	14' Ht., 100 Ga. Container, 9'-11' Spd., 4" Caliper 7' Clr. Trk.
	IV	FRONT (EAST)	2	'Nellie R. Stevens' Holly	Ilex Opaca	11' Ht., 30 Ga. Container
	VO	FRONT (EAST & CENTER)	38	Sweet Viburnum	Viburnum odoratissimum.	36" Ht., 21"-24" Spd., 3 Ga. Container, 30" O.C.
	GC	FRONT (EAST & CENTER)	70 **	Confederate Jasmine	Trachleospermum jasminoides	24" Triangular Spacing, 1 Ga. Container
	QV	SIDE (WEST)	2	Live Oak	Quercus Virginiana	12' Ht., 30 Ga. Container, 6' - 8' Spd., 3" Caliper 6' Clr. Trk.
		SIDE (WEST)	5	Existing Live Oak	Quercus Virginiana	> 3" Caliper
	VO	SIDE (WEST)	50	Sweet Viburnum	Viburnum odoratissimum.	36" Ht., 21"-24" Spd., 3 Ga. Container, 30" O.C.
	QV	SIDE (EAST)	1	Live Oak	Quercus Virginiana	12' Ht., 30 Ga. Container, 6' - 8' Spd., 3" Caliper 6' Clr. Trk.
	SIDE (EAST)	2	Existing Live Oak	Quercus Virginiana	> 3" Caliper	
VO	SIDE (EAST)	50	Sweet Viburnum	Viburnum odoratissimum.	36" Ht., 21"-24" Spd., 3 Ga. Container, 30" O.C.	
PHASE 2	QV	SIDE (WEST)	7	Live Oak	Quercus Virginiana	12' Ht., 30 Ga. Container, 6' - 8' Spd., 3" Caliper 6' Clr. Trk.
	VO	SIDE (WEST)	142	Sweet Viburnum	Viburnum odoratissimum.	36" Ht., 21"-24" Spd., 3 Ga. Container, 30" O.C.
	QV	SIDE (EAST)	10	Live Oak	Quercus Virginiana	12' Ht., 30 Ga. Container, 6' - 8' Spd., 3" Caliper 6' Clr. Trk.
	VO	SIDE (EAST)	182	Sweet Viburnum	Viburnum odoratissimum.	36" Ht., 21"-24" Spd., 3 Ga. Container, 30" O.C.
	QV	REAR	5	Live Oak	Quercus Virginiana	12' Ht., 30 Ga. Container, 6' - 8' Spd., 2" Caliper 6' Clr. Trk.
	IV	REAR	7	'Nellie R. Stevens' Holly	Ilex Opaca	7' Ht., 1-1/2" to 2" Caliper, 15 Ga. Container
	VO	REAR	90	Indian Hawthorne	Viburnum odoratissimum.	36" Ht., 21"-24" Spd., 3 Ga. Container, 30" O.C.

\*\* Note: Confederate Jasmine to be Provided for Ground Cover as Indicated Requirement is for Confederate Jasmine and Shrubs to Comprise 100% of the Front Buffer Planting Area.

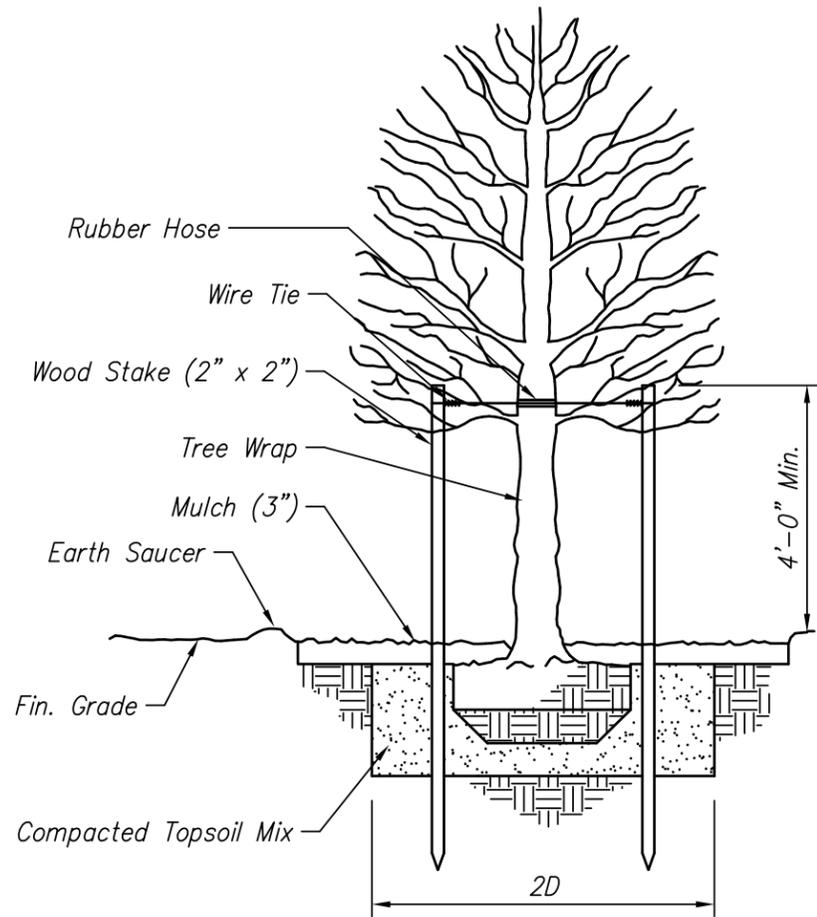
Note: Subject to City Approval, Contractor may Substitute Plants & Trees Listed Above with Plants and Trees in the City's Approved Species List.

NO.	DATE	REVISIONS
1	12-19-11	Rev. as per 12-11 CWG-DRC
2	12-29-11	Rev. as per 12-28 CWG-DRC

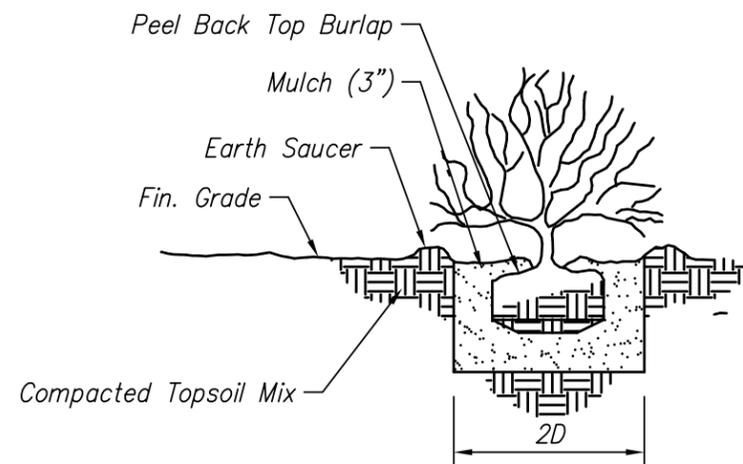
**LANDSCAPE KEY FOR  
 COMMERCIAL ADDITION FOR  
 SIGMA DELTA INVESTMENT GROUP**

**KIRBY ENGINEERING, L.L.C.  
 JOHN R. KIRBY, P.E.**

**JK  
 DESIGNED  
 JK  
 DRAWN  
 11/28/11  
 DATE  
 L3**



TREE PLANTING DETAIL



SHRUB & GROUND COVER  
PLANTING DETAIL

LANDSCAPE NOTES

- 1) All Landscaping Shall be in accordance with City of Winter Garden Ordinance 03-30 including the most recent edition of the Winter Garden Commercial Overlay Standards.
- 2) All plant material shall be Florida Grade #1.
- 3) All planting beds shall be covered with 3" minimum of cypress mulch.
- 4) All areas disturbed by construction shall be sodded/replanted appropriately when outside the site.
- 5) All plant quantities indicated are approximate. In case of discrepancy the quantity key shall govern.
- 6) All planting shall be done by qualified individuals and in accordance with accepted commercial procedures.
- 7) Proposed Shrubs to create 36" High, 36" Wide screen with 90% opacity within one year of planting.
- 8) All Landscaped area shall be irrigated with a timed, automatic underground system utilizing pop-up heads and/or tree bubblers, etc... See Section 3.10 of the Winter Garden Commercial Overlay Standards for additional requirements.
- 9) No hard wood trees may be planted over or within 5 feet of utility lines. Only sod may be planted over utility lines.

REVISIONS

LANDSCAPE DETAILS & NOTES FOR  
COMMERCIAL ADDITION FOR  
SIGMA DELTA INVESTMENT GROUP

KIRBY ENGINEERING, L.L.C.  
JOHN R. KIRBY, P.E.

JK  
DESIGNED

JK  
DRAWN

11/28/11  
DATE

L4



PRODUCT: ER4520  
 MODEL: 4' BENCH - RIB  
 COLOR: DARK BRONZE

DESCRIPTION: SEE PHOTO

WWW.WABASHVALLEY.COM  
 CONTACT MARY LANGSLEY  
 AT CONTRACT CONNECTION  
 FOR ORDERING INFORMATION  
 1-800-772-8369

BENCH DETAIL

NOTE: COLORS TO BE APPROVED BY OWNER AND CITY



PRODUCT: AT100R  
 MODEL: ASH/TRASH - RIB  
 COLOR: DARK BRONZE

DESCRIPTION: Our ash/trash unit is fabricated with a 4 3/4" diameter hole for trash and a 13 1/4" diameter galvanized collection liner, and are offered in diamond, perforated or rib patterns. Standard or flare top options are available. All are sold standard with black ashtrays and can be surface mounted or used with our optional inground mount. All colors shown here.

WWW.WABASHVALLEY.COM  
 CONTACT MARY LANGSLEY  
 AT CONTRACT CONNECTION  
 FOR ORDERING INFORMATION  
 1-800-772-8369

TRASH RECEPTACLE DETAIL

REVISIONS

HARDSCAPE DETAILS & NOTES FOR  
 COMMERCIAL ADDITION FOR  
 SIGMA DELTA INVESTMENT GROUP

KIRBY ENGINEERING, L.L.C.

JOHN R. KIRBY, P.E.

JK  
 DESIGNED

JK  
 DRAWN

12/19/11  
 DATE

L5

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Ed Williams, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** **January 4, 2012**

**Meeting Date:** **January 12, 2012**

**Subject:** Tucker Ranch Heritage Park - FCT Grant Agreement

**Discussion:** The City has received the grant agreement from Florida Communities Trust (FCT) an agency with Florida Department of Environmental Protection ( FDEP) for the Tucker Ranch Heritage Park property. The agreement outlines the requirements and actions that are necessary for the City to receive the \$840,252 reimbursement from the Florida Forever funding.

The City will need to submit the appraisals for the property have approved a management plan for the development of the park and obtain a project plan approval to receive the reimbursement from FCT.

All items will need to be accomplished on or before **December 28, 2012**.

The City intends to complete this information in the next 60-90 days.

**Recommended Action:**

Approve the grant agreement between the City of Winter Garden and FCT and authorize the City Manager to execute the agreement and transmit to FCT for receipt and signature.

**Attachments/References:**

FCT Grant Agreement

DEP AGREEMENT NUMBER S5080  
FLORIDA COMMUNITIES TRUST  
11-012-FF11  
TUCKER RANCH HERITAGE PARK  
CSFA # TBD

### **GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST (“FCT”), a non-regulatory agency within the State of Florida Department of Environmental Protection, and the CITY OF WINTER GARDEN, a municipal corporation of the State of Florida, (“Recipient”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds (“Project Site”), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes (F.S.);

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs (“Department”) which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), F.S. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7, Florida Administrative Code (“F.A.C.”) sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on August 25, 2011 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding in accordance with Rule 9K-7, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application;

WHEREAS, Rule 9K-7.009, F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, Rule 9K-7.003(8) F.A.C., recognizes real property owned by the Recipient and included in the application as part of the Project Site as an eligible source of Match, provided that the real property owned was acquired by the Recipient within 24 months prior to the application deadline for which the application was made. The date of this application deadline was February 23, 2011;

WHEREAS, the Recipient acquired fee simple title to the entire Project Site on January 19, 2011 from The Trust for Public Land;

WHEREAS, the Recipient will request disbursement of FCT Florida Forever Bond proceeds for the reimbursement of Project Costs expended by the Recipient for the acquisition of the Project Site; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to reimbursing the Recipient for Project Costs.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

## **I. PERIOD OF AGREEMENT**

1. This Grant Agreement shall begin upon the execution of this Agreement and shall end **DECEMBER 28, 2012** ("Expiration Date"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Section XIII of this Agreement.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension shall fully explain the reason for the delay and why the extension is necessary and shall be provided to FCT in accordance with paragraph V.1. prior to the Expiration Date. If the Recipient does not request an extension, or if a requested extension is not granted by FCT, the Recipient's award shall be rescinded and this Agreement shall terminate pursuant to the provisions of Section XIII of this Agreement.

## **II. MODIFICATION OF AGREEMENT**

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

## **III. DEADLINES**

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard, MS# 103, Tallahassee, FL 32399-3000, as soon as possible and no later than **January 31, 2012**. If the Recipient requires more than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or the termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Costs may be reimbursed in an expeditious manner.

4. Upon FCT's request, the Recipient shall provide a status report of its progress towards reimbursement of the Project Costs.

5. The Recipient shall provide the appraisal(s) required by 9K-8.007, F.A.C. to FCT for review by a date not to exceed ninety (90) days after the execution of this Agreement. The appraisals shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined.

## **IV. FUNDING PROVISIONS**

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of Forty Percent (40%) of the final Project Costs, as defined in Rule 9K-7.002(32), F.A.C., or Eight Hundred Forty Thousand Two Hundred Fifty Two Dollars And Zero Cents (\$840,252.00), unless FCT approves a different amount after determination of the MAPP, which shall be reflected in an addendum to this Agreement. The Recipient shall be reimbursed as outlined in paragraph 3 below, up to the maximum amount identified above, for eligible costs as defined in Rule 9K-7.002(33) F.A.C. and identified in the approved Project Plan referenced in Section VI.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(6), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(32), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

2. The FCT Governing Board selected the Recipient's application for funding in order to acquire the entire Project Site identified in the Application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT shall consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 9K-7.010, F.A.C.

3. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant to the Recipient. The FCT Award shall only be delivered after FCT approval of the Project Plan and Project Site acquisition terms. FCT shall prepare a grant reconciliation statement prior to the reimbursement that evidences the amount of Match provided by the Recipient, if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs shall be recognized as part of FCT Award on the grant reconciliation statement.

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(24), F.A.C. If the value of Pre-acquired land, as defined by Rule 9K-7.002(31), F.A.C., or donated land is the source of the Match, the MAPP shall determine the value of the Match. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing and able to provide a Match, if any is required.

6. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

7. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Recipient's, or subrecipient's, accounting system cannot comply with this requirement, the Recipient, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Agreement for non-compliance with the material terms of this Agreement. The Recipient, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Recipient to the date repayment is made by the Recipient to the Department.

In the event that the Recipient recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Recipient shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Recipient to the date repayment is made to the Department by the Recipient.

## **V. NOTICE AND CONTACT**

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery; or first class, certified mail, return receipt requested; or overnight delivery, with delivery confirmation, to:

Florida Communities Trust  
3900 Commonwealth Boulevard, MS#103  
Tallahassee, FL 32399-3000

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: Jay Conn

Title: Parks and Recreation Director

Address: 310 North Dillard Street  
Winter Garden, Fl 34787

Phone: (407) 656-4111 ext. 5433 Fax: (407) 656-6504

E-mail: [jconn@wintergarden-fl.gov](mailto:jconn@wintergarden-fl.gov)

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the

Recipient, including, but not limited to, the Grant Agreement or any addenda thereto, grant reconciliation statement, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

Name: Michael Bollhoefer

Title: City Manager

Address: 300 West Plant Street  
Winter Garden, Fl 34787

Phone: (407)656-4111 ext.2267 Fax: (407)-656-1073

Email: mbollhoefer@wintergarden-fl.gov

4. In the event that different representatives or addresses are designated for either paragraph 2. or 3. above after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in paragraph 1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 59-6000452.

## **VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS**

1. Prior to the final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Project Plan that complies with Rule 9K-8.011, F.A.C. The Project Plan shall not be considered by FCT unless it is organized with a table of contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

a. Closing documents associated with the parcel(s):

- (1) A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and Trust for Public Land.
- (2) A copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).
- (3) A copy of the recorded deed(s) evidencing conveyance of title to the parcel(s) to the Recipient.
- (4) Certified survey(s) of the parcel(s) that meets the requirements of Rule 9K-8.006, F.A.C., and is dated within ninety (90) days of the date of acquisition of the parcel(s) by the Recipient.

- (5) A copy of the title insurance policy(s) evidencing marketable title in Recipient to the parcel(s) and effective the date of acquisition of the parcel(s) by the Recipient, including a statement from the title insurer as to the minimum promulgated rate if premium was paid by Recipient, and all documents referenced in the title policy(s).
  - (6) Environmental site assessment(s) of the parcel(s) certified to the Recipient, which meets the standards and requirements of ASTM Practice E 1527, and with a date of certification within ninety (90) days of the date of acquisition of the parcel(s) by Recipient, together with the statement required by Rule 9K-8.012(4), F.A.C.
- b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C., and as described in Section VII below.
  - c. A statement of the Project Costs.
  - d. A statement of the amount of the award being requested from FCT.
  - e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.
  - f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.
  - g. A signed statement by the Recipient that all activities under this Agreement comply will all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.
  - h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

Upon approval of the Project Plan, a copy of the Statement of Project Costs, which references the DEP Agreement Number for this Grant Agreement, shall be sent to the DEP Procurement Office and the DEP Bureau of Finance and Accounting for inclusion in the Grant Agreement file.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), F.S. Such approval is deemed given when FCT approves the Project Plan containing a copy of the document(s) vesting title to the Project Site in the Recipient.

3. **All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(46). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

4. All invoices for approved Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper pre-audit and post-audit thereof.

5. Rule 9K-7.002(32) states that "reasonable real estate fees or commissions paid by the Recipient for Acquisition" are eligible Project Costs. In an effort to maximize the Florida Forever funds for land acquisition, FCT will conservatively review each request for real estate fees or commissions with close scrutiny to determine if the fee or commission is reasonable. FCT will not reimburse the portion of real estate fees or commissions that are determined by FCT to be unreasonable. Recipient will be financially responsible for the portion of the real estate fee or commission not reimbursed by FCT.

6. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

7. Reimbursement for Project Costs shall not occur until after FCT approval of the Project Plan.

## **VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT**

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X, and XI herein.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement. The Management Plan shall include the following:

- a. An introduction containing the project name, location and other background information relevant to management.
- b. The stated purpose for acquiring the Project Site as proposed in the application and a prioritized list of management objectives.
- c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.
- d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.

- e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.
- f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.
- g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.
- h. A description of proposed educational displays and programs to be offered, if applicable.
- i. A description of how the management will be coordinated with other agencies and public lands, if applicable.
- j. A schedule for implementing the development and management activities of the Management Plan.
- k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(35), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants;

or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

## **VIII. SPECIAL MANAGEMENT CONDITIONS**

In addition to the Management Plan conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the Project Site and result from either commitments made in the application that received scoring points or observations made by FCT staff during the site visit described in Rule 9K-7.009, F.A.C.:

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.
2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site visible to the general public. The sign shall include the FCT logo and acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and the Recipient.
3. At least four recreational facilities such as a playground, porch swing, wildlife observation platform, and picnic pavilion shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.
4. A functional nature multi-use trail of at least 1/2 mile shall be provided on the project site. Park benches shall be provided along the trail. A water fountain shall be provided at the trailhead or along the trail.
5. The location and design of recreational amenities, roads, and parking facilities shall be designed to have minimal impacts on natural resources and shall incorporate pervious materials

wherever feasible. Site development shall be planned to minimize habitat fragmentation and to place facilities and site improvements on previously disturbed areas to the greatest extent possible.

6. Sidewalk connection shall be provided that provides a safe pedestrian sidewalk connection shall be provided between the project site and the sidewalk network in the adjacent neighborhood.
7. The project shall provide access facilities to an existing open water shoreline, such as a fishing pier or canoe/kayak launch.
8. Interpretive kiosks shall be provided on the project site to educate visitors about the natural environment or history of the area.
9. At least 6 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.
10. The existing 1,981 square foot building on the project site shall be renovated as a staffed nature center. The facility shall provide year round education classes or programs.
11. The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
12. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat.
13. Priority habitat located on the project site shall be managed in cooperation with the Florida Fish and Wildlife Conservation Commission's Landowner Assistance Program.
14. Forest resources located on the project site shall be managed in cooperation with the Florida Division of Forestry's Forest Stewardship Program.
15. A vegetation analysis of the project site shall be performed to determine which areas need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of the prescribed burn program shall be coordinated the Division of Forestry.
16. Approximately 10 acres of disturbed uplands shall be planted with native vegetation. Approximately 600 linear feet of disturbed shoreline shall be planted with native vegetation.
17. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference

the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

18. A feral animal removal program shall be developed and implemented for the project site.

19. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat, with shallow slopes and no fencing.

20. The quality of surface waters shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting.

21. The development of the stormwater facilities shall be coordinated with the St. John's River Water Management District.

22. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

#### **IX. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, F.S.**

1. Each parcel in the Project Site to which the Recipient acquires title shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; Section 11(e), Article VII of the Florida Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds. The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"), or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described in paragraph 3. below.

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of reimbursement of Project Costs and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The Recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing

activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to FCT as required in Section V. herein that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), F.S.

## **X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING**

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the reimbursement of Project Costs, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the reimbursement of Project Costs.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT's role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

## **XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS**

1. FCT is authorized by Section 380.510, F.S. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;
- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;
- f. a management contract for the Project Site with a non-governmental person or organization;
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient; or
- h. any and all activities that violate the Federal Private Activity regulations of the Internal Revenue Service.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions,

events or circumstances, and shall provide to FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

## **XII. RECORDKEEPING; AUDIT REQUIREMENTS**

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. In addition to the requirements of the preceding paragraph, the Recipient shall comply with the applicable provisions contained in **Attachment A, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment A** summarizes the funding sources supporting the Agreement for purposes of assisting the Recipient in complying with the requirements of **Attachment A**. A revised copy of **Exhibit 1** must be provided to the Recipient for each amendment which authorizes a funding increase or decrease. If the Recipient fails to receive a revised copy of **Exhibit 1**, the Recipient shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

3. The Recipient is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Recipient shall consider the type of financial assistance (federal and/or state) identified in **Attachment A, Exhibit 1** when making its determination. For federal financial assistance, the Recipient shall utilize the guidance provided under OMB Circular A-133, Subpart B, for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Recipient shall utilize the form entitled "Checklist for Nonstate

Organizations Recipient/Subrecipient vs. Vendor Determination” (form number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Recipient should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

4. In addition, the Recipient agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment B**, attached hereto and made a part hereof, within four (4) months following the end of the Recipient’s fiscal year. Attachment B should be submitted to the Department’s Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361. .

5. The Recipient is hereby advised that the Florida Single Audit Act (FSAA) requirements may apply to lower tier transactions that may be a result of this Agreement. The Catalog of State Financial Assistance (CSFA) applicable to this Agreement is *TBD* entitled *TBD*. The Recipient shall utilize the form entitled “Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination” (form number DFS-A2-NS) in determining the applicability of the Florida Single Audit Act to lower tier transactions. Form number DFS-A2-NS can be found under the “Links/Forms” section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The document entitled “FSAA Standard Contract Language” can be found at the website identified above and should be included in subgrants resulting from this Agreement. The Recipient should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

### **XIII. DEFAULT; REMEDIES; TERMINATION**

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any of the events below occur (“Events of Default”), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

- a. If any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in

timely fashion, or is unable or unwilling to meet its obligations thereunder;

- b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;
- c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information; or
- d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- a. Terminate this Agreement, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective as of the date of the letter. Notification shall be given as specified in Section V. herein;
- b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of the FCT Award;
- d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or
- e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla.Stat., as

amended. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), F.S. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by FCT, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), F.S.

4. FCT may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds by providing the Recipient with thirty (30) calendar days prior written notice.

5. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

#### **XIV. LEGAL AUTHORIZATION**

1. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

#### **XV. STANDARD CONDITIONS**

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a

contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

6. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Recipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

7. The Recipient shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued as a result of this Contract.

8. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. To the extent required by law, the Recipient will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

10. The Recipient, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

This Agreement embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF WINTER GARDEN

FLORIDA COMMUNITIES TRUST

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Clay Smallwood, Division Director

Title: \_\_\_\_\_

Division of State Lands

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality:

Approved as to Form and Legality:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Kristen L. Coons, Trust Counsel

List of attachments/exhibits included as part of this Agreement:

Specify Letter/

Type            Number    Description (include number of pages)

Attachment A

Special Audit Requirements (5 Pages)

Attachment B

Certification of Applicability to Single Audit Act Reporting (1 Page)

## ATTACHMENT A

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in

accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit

conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

### **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- 4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- 5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- 6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650

(nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of

Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

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**ATTACHMENT B**  
**CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING**

Grantee's Name:

Grantee Fiscal Year Period: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:  
\$ \_\_\_\_\_

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:  
\$ \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK AGREEMENT**  
(at UAO's Sole Expense)

<b>Financial Project ID: 239535-2-52-01</b>	<b>Federal Project ID: 4043-100-C</b>
<b>County: ORANGE</b>	<b>State Road No.: 50</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): CITY OF WINTER GARDEN</b>	

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **CITY OF WINTER GARDEN**, hereinafter referred to as the "**UAO**";

**WITNESSETH:**

**WHEREAS**, the **UAO** owns or desires to install certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

**WHEREAS**, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as East of Ramps of Turnpike to Avalon Road, State Road No. 50, hereinafter referred to as the "Project"; and

**WHEREAS**, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment, or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

**WHEREAS**, under the law of the State of Florida, the Utility Work must be performed at the sole cost and expense of the **UAO**; and

**WHEREAS**, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

**1. Performance of Utility Work**

- a. The **UAO** shall perform the Utility Work in accordance with the utility relocation schedule attached hereto as Exhibit A and by this reference made a part hereof (the Schedule) and the plans and specifications for the Utility Work which have been previously approved by the **FDOT** (the Plans), said Plans being incorporated herein and made a part hereof by this reference. If the Schedule and the Plans have not been prepared as of the date of the execution of this Agreement, then the Utility Work shall be performed in accordance with the Plans, and the Schedule that are hereafter prepared in compliance with the notice previously sent to the **UAO** which established

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the terms and conditions under which those documents are to be prepared. The **FDOT's** approval of the Plans shall not be deemed to be an adoption of the Plans by the **FDOT** nor a substitution for the proper exercise of engineering judgment and the **UAO** shall at all times remain responsible for any errors or omissions in the Plans. The Utility Work shall include all Facilities located on the Project and neither the failure of the **UAO** to include all of the Facilities in the Schedule, nor the Plans, nor the failure of the **FDOT** to identify this omission during its review of the Plans shall relieve the **UAO** of the obligation to make those Facilities part of the Utility Work. Time shall be of the essence in complying with the total time shown by the Schedule for the Utility Work as well as any and all interim time frames specified therein. The Utility Work shall be performed in a manner and using such methods so as to not cause a delay to the **FDOT** or its contractors in the prosecution of the Project. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans or the Schedule (including location of the Facilities and the proper inclusion of all Facilities as part of the Utility Work as stated above); failure to perform the Utility Work in accordance with the Plans and Schedule; or failure of the **UAO** to comply with any other obligation under this Agreement or under the law.

- b. All Utility Work shall be performed by **UAO's** own forces or its contractor at the **UAO's** sole cost and expense. The **UAO** shall be responsible for obtaining any and all permits that may be necessary to perform the Utility Work. The **FDOT's** Engineer (as that term is defined by the **FDOT's** Standard Specifications for Road and Bridge Construction) has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** Engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans and Schedule as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project and shall stop work or modify work upon order of the **FDOT's** engineer as determined by the **FDOT's** engineer to be necessary for public health, safety or welfare. The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to subparagraph 1 a.
- c. After the **FDOT** has received a proper Schedule and Plans, the **FDOT** will issue a notice to the **UAO** which authorizes the Utility Work to proceed. The **UAO** shall notify the appropriate **FDOT** office in writing prior to beginning the Utility Work and when the **UAO** stops, resumes, or completes the Utility Work. The Utility Work shall be performed under the conditions of, and upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to, the Utility Permit later date (*Note: Intent of this line is to allow either attachment of or separate reference to the permit*).

## 2. Claims Against UAO

- a. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will, in accordance with the **FDOT's**

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procedure, notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.

- b. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.

### 3. Out of Service Facilities

No Facilities shall be left in place on **FDOT's** Right of Way after the Facilities are no longer active (hereinafter Placed out of service/Deactivated) unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities Placed out of service/Deactivated, but only to said Facilities Placed out of service/Deactivated:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for Facilities Placed out of service/Deactivated.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the **UAO**. In the event of a breach of this Agreement by the **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of subparagraph 3. e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests concerning the Facilities that are Placed out of service/Deactivated of the **FDOT** or other permittees using or seeking use of the right of way.
- e. The **UAO** shall remove the Facilities upon 30 days prior written request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the Facilities that are Placed out of Service/Deactivated would not have qualified for reimbursement under this Agreement, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make

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any claim of any nature whatsoever with regard thereto. In the event that the Facilities that are Placed out of Service/Deactivated would have qualified for reimbursement only under Section 337.403 (1)(a), Florida Statutes, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto because such a removal would be considered to be a separate future relocation not necessitated by the construction of the project pursuant to which they were Placed out of service/Deactivated, and would therefore not be eligible and approved for reimbursement by the Federal Government. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the **FDOT** as though the Facilities had not been Placed out of service/Deactivated. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.

- f. Except as otherwise provided in subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in the Facilities or the discharge of hazardous substances or materials from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

#### 4. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
  - (2) Pursue a claim for damages suffered by the **FDOT**.
  - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT** until such time as the breach is cured.

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- (4) Pursue any other remedies legally available.
  - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
  - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

## 5. Indemnification

### **FOR GOVERNMENT-OWNED UTILITIES:**

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

### **FOR NON-GOVERNMENT-OWNED UTILITIES;**

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The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

## 6. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

## 7. Miscellaneous

- a. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

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- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into joint agreements for Utility Work to be performed by **FDOT's** highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787

If to the **FDOT**:

Ty Garner
FDOT Utilities Department
719 S Woodland Blvd
DeLand, FL 32720

**8. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document

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may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document."



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**FEDERAL HIGHWAY ADMINISTRATION (if applicable)**

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

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

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Don Cochran, Public Services

**Via:** City Manager Mike Bollhoefer

**Date:** January 2, 2012      **Meeting Date:** January 12, 2012

**Subject:** Approve Resolution 12-01 for a Utility Work Agreement with Florida Department of Transportation Related to the City's Utility Relocations on SR 50 between the Turnpike Ramps to Avalon Rd. located within the City of Winter Garden.

**Issue:** These Utility Relocations are related to the widening of SR50 by FDOT between Avalon Rd. west to the Turnpike Ramps. The City's utilities extend to Tucker Oaks subdivision. FDOT requires that this agreement be adopted by the City Commission through a resolution.

**Recommended action:**

Recommend approval of Resolution 12-01 and Utility Work Agreement with the Florida Department of Transportation related to the relocation of City utilities on SR50 west of Avalon Rd.

**Attachments/References:**

- Resolution 12-01
- Utility Relocation Agreement with FDOT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RESOLUTION 12-01**  
UTILITY AGREEMENT

FORM 710-010-13  
UTILITIES  
10/98

FPN#				COUNTY	STATE ROAD	DOC. #	FAP #
239535	2	52	01	ORANGE	50	1	4043-100-C

**WHEREAS**, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

**WHEREAS**, in order for the **FDOT** to proceed with the Project, it is necessary for City of Winter Garden, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as SR 50 from E of Ramps to Avalon Road hereinafter referred to as the **Agreement**;

**NOW, THEREFORE, BE IT RESOLVED BY THE UAO:**

That **(Name)** Mike Bollhoefer, **(Title)** City Manager  
be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

**ON MOTION** of \_\_\_\_\_, seconded by \_\_\_\_\_, the above resolution was introduced and passed by the UAO on the 12th day of January \_\_\_\_\_ 2012.

NAME: \_\_\_\_\_

**John Rees**

Title: Mayor

ATTEST: \_\_\_\_\_

Kathy Golden

Title: City Clerk

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Don Cochran, Public Services

**Via:** City Manager Mike Bollhoefer

**Date:** January 3, 2012                      **Meeting Date:** January 12, 2012

**Subject:** Water Conservation Cost Share Agreement with St. Johns River Water Management District and the City of Winter Garden to provide funding for the Automated Meter Reading System Upgrade to the Flexnet technology.

**Issue:** The City of Winter Garden has the opportunity to enter into a Cost Share Agreement with St. Johns River Water Management District for the funding of an upgrade to the City's existing Automated Meter Reading System to a new system called Flexnet. The upgraded system will allow the water meters to be read via radio signal/computer software from City Hall, instead of having to drive a route and pickup the meter readings through a radio transmitter in a vehicle.

The water conservation aspect to this system will allow us to read the water meters any time of day and any day of the week, therefore being able to identify someone who is irrigating on the wrong day or wrong time and eliminating having to patrol for irrigation violators.

The SJRWMD has approved \$200,000 for their share of this initial program and the City will fund \$200,000, with a 10% contingency, for a total of \$440,000.

This initial project will allow us to purchase the necessary Transmitter, Tower Gateway Base Station and the Regional Network Interface, along with approximately 3,400 upgraded meters.

In future years the City will continue to apply for the Cost Share Program to continue to upgrade meters each year, along with upgrading meters as they are routinely replaced.

**Recommended action:**

Recommend entering into an agreement with St. Johns River Water Management District for the Water Conservation Cost Share Program.

**Attachments/References:**

- Agreement for the SJRWMD Water Conservation Cost Share Program

**WATER CONSERVATION COST-SHARE AGREEMENT  
BY AND BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND CITY OF WINTER GARDEN**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF WINTER GARDEN, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("Recipient"). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

WHEREAS, the waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water; and

WHEREAS, pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area; and

WHEREAS, the District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources; and

WHEREAS, the parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter "the Project"):

Automated Meter Reading for Water Efficiency

NOW, THEREFORE, in consideration of the aforesaid premises, and the funding assistance hereinafter specified, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) all attachments, if any. The parties hereby agree to the following terms and conditions.

**1. TERM; WITHDRAWAL OF OFFER**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2012 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within fifteen (15) days after the Effective Date and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates sixty (60) days after receipt by Recipient.

**2. DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and

timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING.**

(a) For satisfactory completion of the Project, the District shall pay Recipient fifty percent (50%) of the total cost of the Project, but in no event shall the District cost-share exceed \$200,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

(b) **In-Kind Services.** Recipient agrees to provide \$200,000 in the form of matching funds, in-kind services, or both for the Project, as further described in the Statement of Work, which shall count toward Recipient's cost-share obligation.

5. **PAYMENT OF INVOICES**

(a) Recipient shall submit quarterly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to [acctpay@sjrwmnd.com](mailto:acctpay@sjrwmnd.com). The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. Recipient shall be reimbursed for one hundred percent (100%) of approved costs until the not-to-exceed amount of the District's cost-share has been expended. If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

(c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later

than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

- (d) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (e) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project, or (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds at the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are

deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT

Glenn E. Forrest, P.E., Project Manager  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177  
(407) 659-5911  
E-mail: gforrest@sjrwmd.com

RECIPIENT

Donald Cochran, Project Manager  
City of Winter Garden  
300 West Plant Street  
Winter Garden, FL 34787  
(407) 656-4111  
E-mail: dcochran@cwgd.com

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project, and may approve minor deviations in the Project that do not affect the District cost-share or Completion Date or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING**

- (a) **Progress Reports.** Recipient shall provide to the District Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Recipient, and may include emails, memos, and letters.
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **TERMINATION**

- (a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.
- (b) **Termination for Convenience.** The District may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

**ADDITIONAL PROVISIONS (Alphabetical)**

11. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
12. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**
  - (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least three (3) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
  - (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; and/or (4) Recipient has received more than fifty (50%) contributions through cumulative public agency cost-share funding.
13. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
14. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
15. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
16. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be

construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

17. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.
18. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
19. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
20. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
21. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
22. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
23. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for

infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

24. **WATER CONSERVATION.**

**Water Conserving Rate Structure.** A Recipient receiving funding through this Agreement that operates a public water supply utility must develop a rate structure for water customers in its service area that will: (1) promote the conservation of water; and (2) promote the use of water from available alternative water supplies. Recipient, if operating a public water supply utility, acknowledges that it either has a water conserving rate structure in effect or will implement a water conserving rate structure within nine (9) months after the Effective Date. Failure to comply with this paragraph constitutes a material breach that shall constitute a failure to complete the Project.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CITY OF WINTER GARDEN

By: \_\_\_\_\_  
Hans G. Tanzler III, Executive Director

By: \_\_\_\_\_  
\_\_\_\_\_  
Typed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED BY THE OFFICE  
OF GENERAL COUNSEL

Attest: \_\_\_\_\_

\_\_\_\_\_  
Stanley J. Niego, Sr. Assistant General Counsel

\_\_\_\_\_  
Typed Name and Title

**ATTACHMENTS**

- Attachment A- Statement of Work
- Attachment B- Recipient's Application

Cost-share: Water conservation  
Last updated: 3-16-11

**ATTACHMENT A - STATEMENT OF WORK  
WATER CONSERVATION COST SHARE PROGRAM  
CITY OF WINTER GARDEN  
AUTOMATED METER READING FOR WATER USE EFFICIENCY**

**I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) created the Water Conservation and Demand Management Program (the Program) in FY2008-2009 as a cost share program to develop and implement innovative water conservation initiatives and to develop and analyze metrics to demonstrate the effectiveness of water conservation planned or implemented by the District.

On October 11, 2011 the District's Governing Board approved \$200,000 of funding for the City of Winter Garden (Recipient) Automated Meter Reading (AMR) for Water Use Efficiency project.

**II. OBJECTIVES**

The objective of this contract are is provide cost share dollars that will enable the Recipient to upgrade its system for tracking, measuring and reporting water savings from conservation. The Recipient's upgrade program is multi-phased but only Phase 1 work is included in this contract. The Phase 1 objectives include upgrading an estimated 1,448 water meters to a two-way radio-read AMR system. A total of five (5) phases are planned for this project to serve an estimated 23,717 accounts, subject to available funding. The upgrades shall incorporate a Flexnet AMR system produced by Sensus, a utility technology company. The Flexnet AMR system will provide account level water use data to enable more robust compliance/enforcement of the Recipient's water conservation and irrigation ordinance, accurate meter reading, leak detection, and customer service.

**III. SCOPE OF WORK**

Recipient shall complete this project through performance of tasks in the Task Identification section of this Statement of Work. Attachment B, the Recipient's Application, provides additional details for implementing the AMR project.

The scope of work for purchasing and installing the Flexnet system consists of three (3) major components: 1) Transmitter (Meter Transceiver Unit/MXU); 2) Tower Gateway Base station (TGB); and 3) Regional Network Interface (RNI). The transmitter shall be installed at the meter and transmits water-use data, along with Geographical Positioning System (GPS) information (latitude and longitude) through radio frequency to the TGB, which is located on a tower. The TGB shall communicate with the meters and the RNI. The RNI servers at the Recipient's data center shall manage network communications and data storage and processing.

**IV. TASK IDENTIFICATION**

**Task 1 – Furnish and Install Two Tower Gateway Base Stations and One Regional Network Interface for Flexnet Automated Meter Reading System**

Recipient shall purchase and install base stations, interface servers, and related software and appurtenances of sufficient size and capacity for implementation of an estimated 4,062 Meter Transceiver Units. Base stations shall utilize two tower locations. The base stations, servers, and related core components of the AMR

system shall be sized for future expansion of the system to accommodate the estimated 23,717 accounts in the Recipient's service area.

**Task 2 – Furnish and Install Meter Transceiver Units for Flexnet Automated Meter Reading System**

Recipient shall purchase up to an estimated 1,448 Meter Transceiver Units (MXU). MXUs shall meet Recipient's specifications and include GPS to provide latitude and longitude information.

Recipient shall install meter transceiver units, including associated software programming and system configuration, at an estimated 1,448 account locations within subdivisions listed in the cost share application (see Attachment B). Exact locations shall be determined by Recipient. An estimated twenty six (26) subdivisions have been identified for this project. Installation shall include all labor, equipment, and material required for a fully functional system.

**Task 3 – Startup and Testing of Flexnet Automated Meter Reading System**

During and after installation of base stations, interface servers, related software and appurtenances, and an initial group of MXUs, Recipient shall startup and test the Flexnet AMR System. Once the system is fully functional, Recipient shall place system into operation. Recipient shall continue to expand system to an estimated 4,062 accounts, subject to available funding.

Recipient shall utilize the Flexnet AMR System to generate account level water use data for enforcement of the Recipient's water conservation and irrigation ordinance, accurate meter reading, leak detection, and customer service. This shall include batch export of historical metered monthly consumption data from the Recipient's billing software into database tables to provide an accurate and consistent dataset of account-level historical water consumption. This data shall be evaluated for seasonal use characteristics and benchmarks, and analyzed with parcel and land use information to identify regional demographic use patterns that may provide opportunities for water conservation strategies. This data and evaluation shall be included in the quarterly reports to the District.

**V. TIME FRAMES AND DELIVERABLES**

All work shall be completed in accordance with tasks described above and consistent with Attachment B – Application- City of Winter Garden Automated Meter Reading (AMR) for Water Use Efficiency. The Recipient shall submit quarterly reports to the District's Project Manager detailing the progress of each Task. The project shall be completed no later than September 30, 2012.

Recipient shall deliver a minimum of three (3) years of monthly account level water use data recorded prior to the implementation of this project. All pre-implementation account level consumption data delivered shall be formatted in a consumption table that must include a unique ID, account number, location ID, water use type, account address, consumption amount for the month in gallons and the consumption month for each affected connection.

Recipient shall also deliver a minimum of three (3) years of monthly account level water use data recorded after the implementation of this project for all affected connections. Each year of post-implementation data shall contain an original account number, or another unique identifier to relate to the accounts in the pre-implementation consumption table. Account level consumption data shall be delivered to the District's Project Manager annually. The required account level billing data deliverable must be joined with the county appraiser data available from the District. This can be coordinated with the District's Project Manager or performed by the Recipient. A summary of the data must be categorized using the Department of Revenue (DOR) code and include descriptive statistics derived for each category based on DOR code and build-out

category. Descriptive statistics shall include the number of accounts and total square footage at each 1,000 gallons of consumption for each customer class and build-out category.

All data collected in association with work performed under this agreement shall be provided to the District's Project Manager in a digital format approved by the District's Project Manager. All analysis performed under this agreement shall be documented and provided to the District's Project Manager in a final summary report.

**VI. BUDGET/COST SCHEDULE**

For satisfactory completion of the Project, the District shall pay Recipient fifty percent (50%) of the total cost of the Project, but in no event shall the District's cost-share exceed \$200,000. Recipient shall invoice the District quarterly. The invoices shall include sufficient backup documentation for payment, including a copy of the subcontractor and supplier invoices submitted to the Recipient.

Recipient has estimated the total cost for Phase 1 of this project under this contract to be \$440,000, which includes a 10% contingency in the amount of \$40,000. Recipient agrees to provide at least \$200,000 in the form of matching funds for this project. If Project costs exceed the estimated Project cost so as to reach the not-to-exceed amount of the District cost-share, then Recipient shall provide any additional funding required to complete the Project.

Cost Schedule for Tasks 1-3

Task 1	Furnish and Install Two Tower Gateway Base (TGB) Stations and one Regional Network Interface (RNI) for Flexnet AMR System	\$190,040
Task 2	Furnish and Install Meter Transceiver Units for Flexnet AMR System (based on unit cost of \$145 each for up to an estimated 1,448 Units) (See Note 1)	\$209,960
Task 3	Startup and Testing of Flexnet AMR System (See Note 2)	--
	Project Contingencies at 10%	\$40,000
	Total Project Cost:	\$440,000
	<b>District's Not-to-exceed 50% Cost Share:</b>	<b>\$200,000</b>

Note 1: The estimated number of MXUs is 1,448. Payment will be based on the actual number of MXUs installed except as limited by the not-to-exceed cost share amount.

Note 2: The cost of startup and testing is incidental to Tasks 1 and 2 and is not separately itemized.

**St. Johns River Water Management District**

**Water Conservation Cost-Share**

**Application**

**Title of project:** City of Winter Garden Automatic Meter Reading (AMR) for Water Use Efficiency and Tracking to Enhance Water Conservation Program

**A. Applicant type and information**

**Indicate the type of project you are applying for:**

**Project types (check one)**

- Reliability and performance testing of new landscape irrigation technology
- Automated tracking of historical consumption information
- Reliability and performance testing of new high-efficiency indoor fixtures
- Enforcement of landscape irrigation ordinances and related education efforts (NEW)
- "Other" (new and innovative technology and practices)

**A-1. a) Name of applicant/title** Donald Cochran, Assistant to the City Manager, Public Services

**A-1. b) Applicant's organization** City of Winter Garden

**A-2. Name, address, e-mail address, and phone numbers of project manager or contact person.**

*(District will send correspondence concerning this application ONLY to this person.)*

Name/title Donald Cochran, Assistant to the City Manager, Public Services

E-mail address dcochran@wintergarden-fl.gov

Mailing address 300 West Plant Street

City and ZIP code Winter Garden 34787

Phone (407) 656-4111 ext. 2263 Fax (407) 877-2363

**A-3. Name, address, and phone numbers of persons with authority to enter into a contractual agreement, if other than project manager or contact person.**

If same as A-2 above, check box.

Name/title Donald Cochran, Assistant to the City Manager, Public Services

E-mail address dcochran@wintergarden-fl.gov

Mailing address 300 W. Plant Street

City and ZIP code Winter Garden 34787

Phone (407) 656-4111 ext 2263 Fax (407) 877-2363

**A-4. District permit information**

Does the applicant have any District permits? Yes  No

**If yes, list all District permits held by the applicant.** Attach an additional page if needed.

<u>Permit #</u>	<u>Expiration Date (mm/dd/yy)</u>	<u>Permit #</u>	<u>Expiration Date (mm/dd/yy)</u>
<u>2-095-3368-3</u>	<u>no date</u>	<u>3-095-69878-1</u>	<u>06/05/2001</u>
<u>2-095-3368-2</u>	<u>06/07/2025</u>	<u>42-095-79788-1</u>	<u>09/17/2006</u>
<u>40-095-27036-1</u>	<u>06/28/1989</u>	<u>40-095-85722-6</u>	<u>07/09/2015</u>
<u>40-095-64548-10</u>	<u>08/03/2012</u>	<u>40-095-85722-5</u>	<u>11/26/2013</u>
<u>3-095-87760-1</u>	<u>06/05/2003</u>	<u>42-095-109590-1</u>	<u>04/05/2012</u>

**A-5. Landscape irrigation ordinance**

5a. Does the applicant have a landscape irrigation ordinance? Yes  No

5b. If yes, does the ordinance fully implement District Rule 40C-2.042(2) Yes  No

5c. If no to either 5a. or 5b.:

By what date is revision or adoption expected? The City has submitted a draft landscape ordinance to SJRWMD's legal department for review and comment. Once reviewed, the ordinance can be submitted to City Commission for approval.

Are you willing to adopt an ordinance that fully implements District rule? Yes  No

**A-6. Disclosure.** Does any District employee, Governing Board member, contractor, or other affiliate of the applicant have a financial interest in this project, the property associated with this project, or with any party that may profit financially from this project? Yes  No

If, yes, identify all such parties and describe their interests.

N/A

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## **B. Project information**

**B-1. Cost-sharing request** (District's share cannot exceed 50 percent of total project cost.)

- a. Total project cost.....\$ 750,000
- b. Total project cost per residential/commercial parcel/or per month for enforcement and education program .....\$ 0.00
- c. Amount of cost-share requested.....\$ 375,000

**B-2. Purpose.** Explain the purpose(s) of the project. (Do not refer to attachments.) Does the project demonstrate the reliability/performance of several types/brand names of equipment, under distinct geographic conditions, or implement landscape irrigation enforcement and education? Use appendixes A through D as a guideline.

### Project Purpose

The City of Winter Garden understands that a robust water conservation program is essential to water resource protection in Florida. A key component to enhancing the City's water conservation program is implementing advanced metering technologies including Automatic Meter Reading (AMR) systems. AMR systems accurately track account-level water use data with multiple readings that can be analyzed for hourly, daily, monthly, and yearly consumption data. The technology that AMR systems such as FlexNet incorporates, would allow the City's utilities and water conservation departments to efficiently monitor water leaks, customer water use, and would allow the Departments the ability to set parameters on water use. This high level of water use data would provide a significant improvement to the City's current procedures for enforcing its irrigation ordinance as well. Customer service improves due to the City's ability to quickly notify residents of potential leaks and high usage and it also increases the time staff can devote to resolving issues. City staff would have the ability to be proactive, rather than reactive, in resolving customer complaints and concerns. FlexNet will improve

the City's utilization of water resources, reduce water waste, increase customer service, decrease errors related to radio read, and allows for more frequent reading. The City proposes implementing the FlexNet system in phases, over a five-year time frame.

### Background

The City currently reads water meters on a monthly basis using a drive-by radio-read system. Water use data is collected monthly by utilities staff over several days. With the existing system, high water use and leaks can only be detected after significant water use has been identified by the end of the monthly billing cycle. Monthly water use data analysis does not provide the utilities information such as peak water use hours, days, or location of high use and leaks. Customers do not become aware of high water use and/or leaks until approximately 30 days after the problem started, which could possibly lead to property damage. FlexNet automatically collects data, so monthly drive-by radio reading would be eliminated, allowing staff to devote more time to repairs and customer service.

The City currently utilizes the SunGard HTE application suite for various local government functions including utility billing. The current system tracks information such as monthly water meter readings, meter service history, etc. Past meter readings can be viewed, but the most current readings available through this application are approximately 30 days old. Continuous water use data collection provided by FlexNet gives the utilities department the ability to flag accounts for potential leaks which allows for timely repairs and reduction of water waste. In the future, customers will also have the ability to view their water use on an hourly, daily, monthly, and yearly basis through on-line services.

The City implemented a water conservation program over ten years ago in response to requests by the St. Johns River Water Management District. The program consists of education through presentations, workshops, and publications; a high-user program; irrigation and landscaping evaluations; and compliance and enforcement of the City's irrigation ordinance. Enforcing the ordinance is extremely restricted due to limited staff and the inability to constantly view all the properties to witness potential irrigation violations. Currently, staff must witness irrigation violations in person, at each property. This method is extremely inefficient because it's incapable of accounting for all the properties violating the irrigation rule while staff is not physically in front of the property. In addition, this method occupies a significant amount of staff time to drive throughout the City for several hours, multiple days of the week. These violations, however, may not be associated with high usage at the property, which is key to managing water supply in Florida.

FlexNet would essentially eliminate these limitations to enforcement procedures because water use data for all 20,000 water use accounts would automatically be sent to a central computer at multiple

times, everyday. Staff would have the ability to view, and be notified about, what properties were irrigating on the wrong days or times, irrigating for too long, and even monitor the quantity (gallons) of water being applied. This information will be especially useful for accounts that have been flagged as being high users. New technologies within the next 1 to 2 years will allow for remote water service turn-off due to irrigation rule violations, non-payment, and leaks. This will result in water waste reduction and improved customer service.

#### Automatic Meter Reading (AMR)/FlexNet

FlexNet consists of three (3) major components: 1) transmitter (Meter Transceiver Unit/MXU), 2) Tower Gateway Base station (TGB), and 3) Regional Network Interface (RNI). The transmitter is installed at the meter and transmits water use data, along with Geographical Positioning System (GPS) information (latitude and longitude) through Radio Frequency (RF) to the TGB, which is located on a tower. The TGB communicates with the meters and the RNI. The RNI servers at the City's data center manage network communications and data storage and processing.

FlexNet utilizes primary-use, Federal Communications Commission (FCC) licensed spectrum, which guarantees an uncluttered, clear path for transmissions, regardless of population density or terrain. This system provides over-the-air programmable radio functionality, so the City will be able to add new features in the future without visiting the device.

The City will utilize "Ping" commands to collect water use data over designated periods of time (hourly, daily, weekly, monthly, yearly) to develop a better understanding of water use habits. The accompanying FlexWare software provides an intuitive, web-based interface to manage the system and water use data. FlexNet also provides acoustic leak detection capabilities to the City that reduces water waste and lost revenue by the City. The City will be able to review usage for individual accounts, providing valuable information about water use habits and potential leaks.

#### Green Technology

FlexNet systems utilizes green technology by eliminating carbon emissions required to collect monthly meter readings and weekly irrigation rule enforcement activities with City vehicles. This also reduces dependence on petroleum products and consumption. In addition, reductions in water loss result in reductions in energy used to treat and distribute potable water throughout the City.

#### Leak Detection

The City will use FlexNet/FlexWare capabilities to implement and maintain a proactive leak detection program for customer and utility purposes. The City can establish minimum constant flow levels over a

designated time period and the FlexWare program will then flag account(s) with usage above this level as having a leak or other problem that the City can report to the customer and/or investigate. Currently, usage for any given account is unknown until the meter is read (once a month), which can cause unnecessary water waste, strain both the water lines at the property, the City's water lines, and the treatment facility. For the City's water distribution lines, acoustic monitors installed on gate valves listen and alert the City to main line leaks. Leak detection prevents unnecessary water waste and saves the customer and utility money.

#### Enforcement of the Irrigation Rule

The City has adopted the District's Water Conservation Landscape Irrigation Rule into its Code of Ordinances and will incorporate FlexNet and FlexWare programming capabilities to advance existing education and compliance/enforcement activities. FlexWare allows for monitoring of irrigation during non-irrigation hours (10 am through 4 pm) and on non-irrigation days. The Water Conservation Coordinator will review this data to determine if a violation of the ordinance has occurred. Customers found to be in violation for the first time will be notified, supplied with educational material, and be provided information about available City programs including, but not limited to, free landscape and irrigation evaluations. As stated in the City's Water Conservation Landscape Irrigation Rule, second violations will receive a Warning Letter, and subsequent violations will receive a certified Notice of Violation letter and a fine will be added to their utilities bill. Priority will be given to high user accounts. New technology will soon become available to monitor consumption thresholds and actuate shut off valves to further prevent water waste and loss.

#### Customer Service

In addition to providing customers prompt notification of leaks and high usage, FlexNet allows for other enhancements for customer service. FlexNet eliminates human error, thereby reducing misreads and potential conflicts with customers. FlexNet greatly speeds up the meter-reading process, because it is essentially automatic, which allows service technicians to redistribute their work and perform trouble-shooting tasks in the field. The higher level of meter reading accuracy with FlexNet compared to radio-reads reduces the need to re-read meters. In the near future, FlexNet products will allow the City to perform remote connect/disconnect services. On average, the City processes one (1) cycle each month, with approximately 300-400 disconnection/reconnections of water service. The introduction of this type of technology does not result in loss of City jobs, but rather allows City staff to concentrate on solving problems.

The City recognizes the value of providing exceptional customer service and maintaining a positive, proactive relationship with its customers and may reexamine and revise components of the water

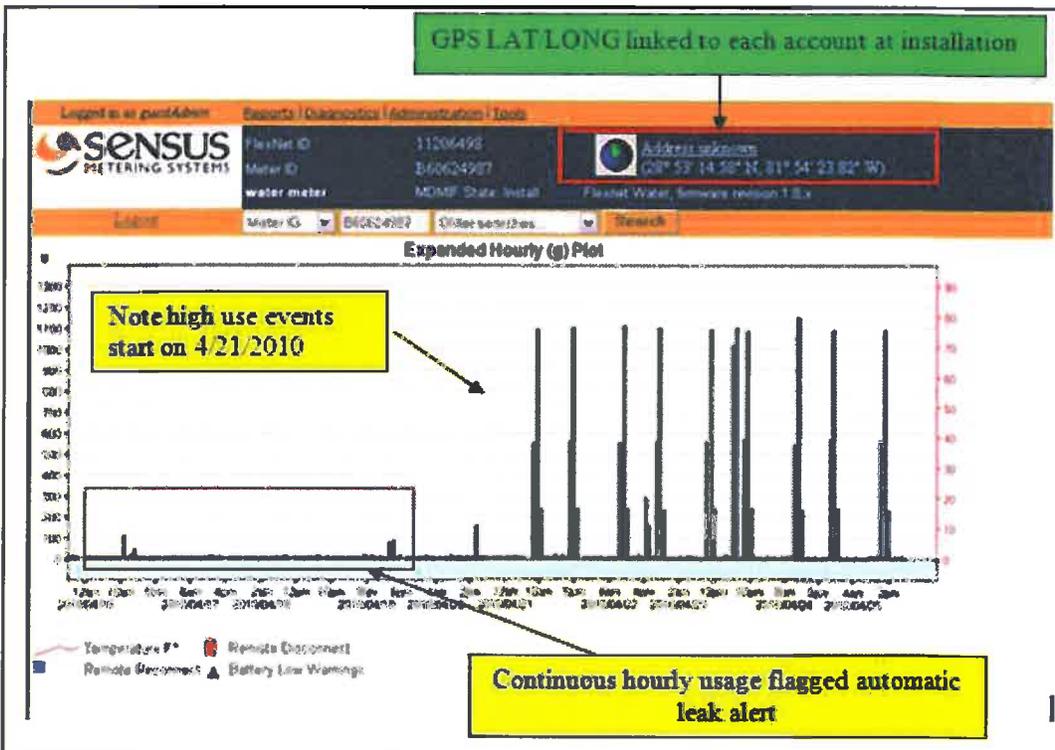
conservation program in response to customer feedback. FlexNet opens the door to on-line access for customers to view and manage their water use.

Example FlexWare Reports

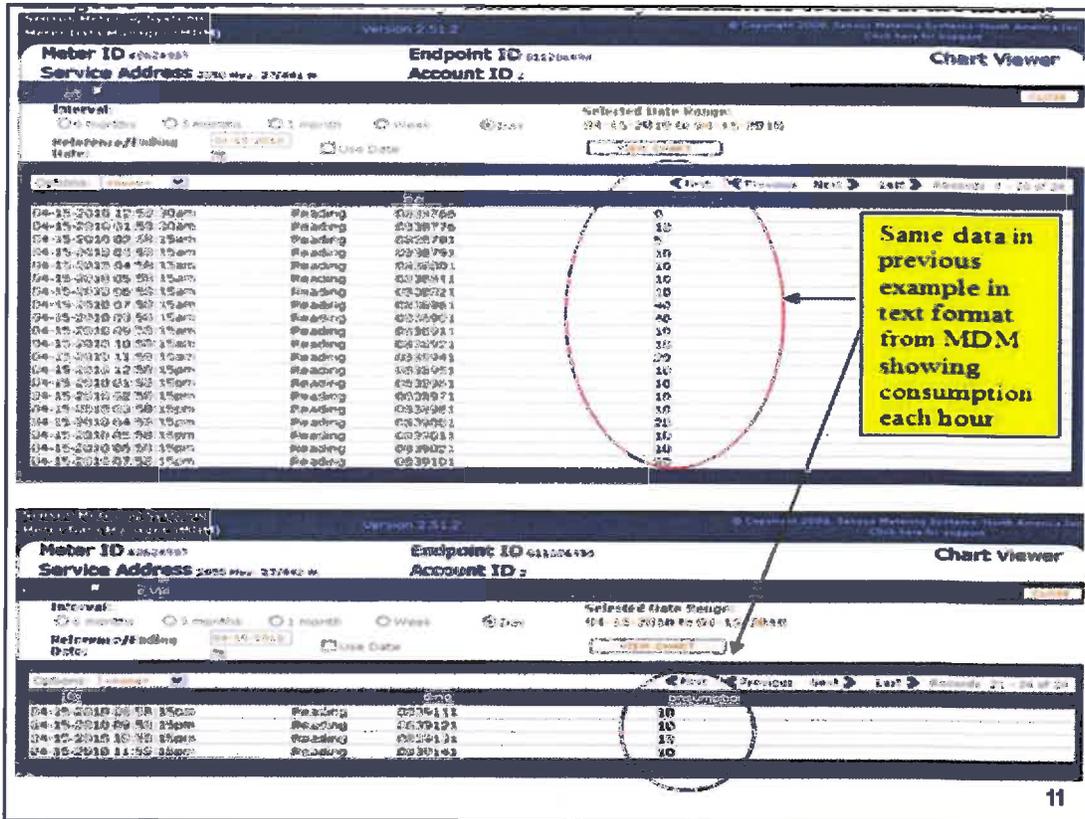
Example 1 – Weekly consumption report for an individual account.



Example 2(a) – Hourly consumption report in graphical format for an individual account that identifies constant low use, which is flagged as a potential leak. Spikes in high use are also observed.



Example 2(b) - Hourly consumption report in text format for an individual account that identifies constant low use, which is flagged as a potential leak. Spikes in high use are also observed.



Example 3 - Irrigation rule violations query based on water use values.

The screenshot shows the 'Monitor' tab in the Meter Data Manager. The 'Consumption' section is active. The query criteria are as follows:

- Route:** 611204957
- Service Types:**  Electric,  Gas,  Water
- Options:**
  - Absolute Range
  - from 04-15-2010 to 04-29-2010 with consumption values less than or equal to 1 or greater than or equal to 3000
  - Historical Range
  - Daily Usage

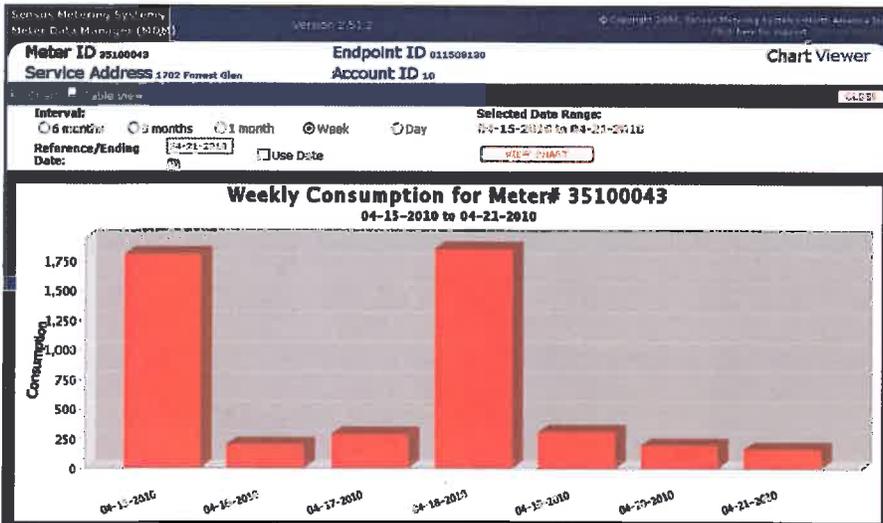
Sensus Metering Systems  
Meter Data Manager (MDM) Version 2.51.2 © Copyright 2008, Sensus Metering Systems North America, Inc. Click here for support

**Monitor** Monitor Viewer

Options: <none> Sort by: Endpoint ID <First <Previous Next >Last > Records 1 - 6 of 6

Unique Instances: 6 Search by: Endpoint ID FIND

Date & Time	Service Type	Endpoint ID	Reading	Consumption	Meter ID	Account ID	Service Address
04-23-2010 09:58:00am	Water	11206498	0851025	12259	60624987	2	2050 Hwy. 27/441 N.
04-23-2010 06:28:15am	Water	11452936	1461296	8805	58903463	4	2413 Cook Road
04-23-2010 09:15:45am	Water	11507540	0781957	5819	58903467	8	1504 Brookstone
04-23-2010 09:33:45am	Water	11508130	0690590	5331	35100043	10	1702 Forrest Glen
04-23-2010 07:33:45am	Water	11508131	0653764	10478	35100006	11	1704 Forrest Glen
04-23-2010 01:26:30am	Water	11508376	08862576	0	58312668	9	Irrigation Meter at subdivision



## Tracking

The City has accepted a proposal from Mainstar to implement a (CMMS)City-wide work order system. The City plans to coordinate with the contractor the incorporation of a program to automatically track historical consumption data. Therefore, the City is not requesting District cost-share funds in this application for the purchase of a tracking program. However, future funding for such a program may be requested should Mainstar be unable to incorporate a tracking program for historical water use data.

## Summary

A significant component to strengthening the City of Winter Garden's water conservation program is incorporating the advanced metering technologies of AMR systems such as FlexNet. This system would enable the City to accurately track account-level data to demonstrate customer water use and potential leaks. It allows the City to promptly identify leaks and either make necessary repairs and to report them to customers. The water use data provides a significant improvement to

compliance/enforcement activities. FlexNet also enhances staff efficiency to better serve the community.

**B-3 Project schedule with budget.** Show a project scope. Also include goals with supporting task and budgets. (Listing dates, project milestones, key task and associated expenses as expected to be incurred over the proposed timeline.) Also, include benefit/cost ratios and other performance metrics/estimates for each project.

Project Scope

The City of Winter Garden wants to implement a FlexNet system to enhance its water conservation initiative. FlexNet provides account-level water use data to enable more robust compliance/enforcement of the City’s water conservation and irrigation ordinance; accurate meter-reading, leak detection, and customer service.

Goals

Project implementation and completion are contingent upon available cost-share funds from the St. Johns River Water Management and from City funds. City funds cannot be guaranteed for the life of the project due to potential changes in City revenue and/or City Commission decisions. Subdivisions will be selected for MXUs based upon total water consumption for the subdivision in 2010. Priority will be given to those subdivisions with the highest consumption. Please refer to the attached Figure for the location of Phase I.

<i>Project Schedule with Budget (in dollars) for FlexNet Implementation</i>								
Phase	Description	Total Budget	5% contingency	estimated project cost (total budget- %5 contingency)	infrastructure cost	# meters (based on cost of dual port MXUs - \$145)	SJRWMD Requested Cost Share Funds	City of Winter Garden funds
1	Installation of TGB, RNI, 2 x FNP's, installation of meters	750,000	37,500	712,500	123,500	4,062	375,000	375,000
2	installation of MXUs	750,000	37,500	712,500	0	4,914	375,000	375,000
3	installation of MXUs	750,000	37,500	712,500	0	4,914	375,000	375,000
4	installation of MXUs	750,000	37,500	712,500	0	4,914	375,000	375,000
5	installation of MXUs	750,000	37,500	712,500	0	4,914	375,000	375,000
<b>TOTAL</b>		<b>3,750,000</b>	<b>187,500</b>	<b>3,562,500</b>	<b>123,500</b>	<b>23,717</b>	<b>1,875,000</b>	<b>1,875,000</b>

A quantifiable water savings is unavailable at this time. However, the City is confident the implementation of FlexNet will significantly strengthen the City's water conservation initiative. Evaluation of the impacts of implementing FlexNet after the first year will be provided to the District.

**B-4. Project location (address or description)**

The project will be implemented in phases over different sections of the City of Winter Garden. The City is located on the southeast bank of Lake Apopka in Orange County, between the Cities of Oakland and Ocoee, and lies west of State Road 429 (see Figure 1).

County (ies) in which project is located: Orange

**B-5. Projected schedule**

Projected starting date: month June year 2011; completion date: month June year 2016.

(Funds received through this program may be used only for projects installed after a cost-sharing contract has been executed and may not be used to reimburse the cost of existing strategies or strategies already under installation. In general, for project types 1, 2, 3 and 5 construction/implementation must be completed within 12 months of contract execution with monitoring of performance metrics extending for several years and for project type 4, 24 months will be allowed for implementation.

I certify that all information on this form and the attached documents is true and correct.

Name Donald R Cochran Title Asst to the City Manager, Public Services  
Date 3/3/11

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Don Cochran, Public Services

**Via:** City Manager Mike Bollhoefer

**Date:** January 2, 2012                      **Meeting Date:** January 12, 2012

**Subject:** Approve Request for Qualifications Ranking and Authorize Staff to Negotiate Professional Services Agreements for Environmental, Geotechnical and Materials Testing Services.

**Issue:** Staff has completed the Request for Qualifications process to select the following five firms for environmental, geotechnical and materials testing services:

Ardaman & Associates, Inc.  
Universal Engineering Sciences  
Tri- County Testing  
PSI  
Elipsis

These firms will be contacted on an as needed basis. Compensation is based on an hourly fee schedule.

**Recommended action:**

Move to approve RFQ Rankings for Geotechnical and Material Testing and Authorize Staff to Negotiate Contracts for Professional Services Agreements for Geotechnical and Materials Testing with Ardaman and Associates; Universal Engineering Sciences, Tri – County Testing, PSI and Elipsis.

**Attachments/References:**

- Request for Qualifications Ranking Sheet

**PROFESSIONAL ENVIRONMENTAL, GEOTECHNICAL,  
AND MATERIALS TESTING SERVICES**

<b>TOTAL RANKINGS</b>	<b>EXPERIENCE AND TECHNICAL COMPETENCE OF THE FIRM</b>	<b>ABILITY TO PERFORM THE WORK WITHIN REQUIRED TIME LIMITATIONS</b>	<b>PAST PERFORMANCE WITH RESPECT TO COST CONTROL, QUALITY OF WORK, AND ABILITY TO MEET DEADLINES</b>	<b>PROXIMITY TO AND FAMILIARITY WITH PROJECT AREA</b>	<b>TOTAL POINTS</b>
<b>FIRMS</b>	25 POINTS MAX	25 POINTS MAX	25 POINTS MAX	25 POINTS MAX	100 POINTS MAX
Ardaman	91	83	83	90	347
Tri-County Testing	70	77	77	100	324
PSI	85	78	66	90	319
Universal	81	77	74	86	318
Elipsis	73	76	66	100	315
AMEC	70	67	53	81	271
Andreyev	63	63	50	87	263
GLE	53	58	52	60	223
Blue Marlin Engineering	40	55	45	65	205
DMC	40	55	45	60	200

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Don Cochran, Public Services  
**Via:** City Manager Mike Bollhoefer  
**Date:** January 3, 2012                      **Meeting Date:** January 12, 2011  
**Subject:** Annual Extension of the Three-Year Agreement with Quality Vaults Inc.  
**Issue:** In November 2009 Staff contacted three companies requesting quotes for the opening and closing of cemetery vault services, they were:

- Quality Vaults Inc.
- Atlas Concrete Products Inc.
- Roberts Vault Co.

Quality Vaults Inc. was the only company who submitted a quote for this work.

Quality Vaults' quote for opening and closing services has not changed from the previous year's price list.

**Recommended action:**

Approve and extend annual agreement with Quality Vaults Inc. for opening and closing grave services for one year.

**Attachments/References:**

- Email from Quality Vaults stating that they will continue with the current rates.

**E-mail Dated January 3, 2012, from  
Jim Tramonte of Quality Vaults**

**From:** jim tramonte [<mailto:qualityvaults@yahoo.com>]

**Sent:** Tuesday, January 03, 2012 12:12 PM

**To:** Donald Cochran

**Subject:** opening & closing

Don, Let this e-mail serve as notice that all prices and services will remain the same for at least an additional (12) twelve months. We thank you for your contiued business and look foward to serve you.

Merry Christmas and Happy New Year.

Jim Tramonte, President  
Quality Vaults & Monuments, Inc.

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Don Cochran, Public Services  
**Via:** City Manager Mike Bollhoefer  
**Date:** January 2, 2012                      **Meeting Date:** January 12, 2012  
**Subject:** SW Reuse Water Expansion Project

**Issue:** This project consists of making connections to the Conserv II Reclaimed Water System located on CR545, and extending reuse water mains where needed to serve the residents located in the southwest area of the City, specifically, Stoneybrook, Stonecrest, Belle Meade, Carriage Point and Emerald Ridge subdivisions.

The City of Winter Garden, City of Orlando and Orange County entered into an agreement approximately 4 years ago for the City of Winter Garden to purchase approximately 2.0 MGD of reclaimed water from the Conserv II System, which is owned by Orlando and Orange County. In addition, SJRWMD made the connection to the Conserv II System a condition of the City of Winter Garden's Consumptive Use Permit.

In the beginning the cost of this water will be approximately \$0.70 per thousand gallons, but will be reduced to \$0.40 per thousand gallons once the City of Winter Garden extends and connects the Trunk Line C Phase 6 Reuse Main to the Conserv II System, which provides an alternative source of water. This is a condition within the agreement related to a reduction in the rates.

On December 15, 2011, the City received bids for this project from three bidders. The contractors and their bids are as follows:

- Schuller Contractors Inc.     - \$1,903,864
- DeWitt Construction Inc.     - \$2,036,368
- TB Landmark Construction   - \$2,070,875

Through the bidding process Schuller Contractors appears to be the lowest responsive and responsible bidder.

Staff recommends approving the bids and awarding a contract for the SW Reuse System Expansion to Schuller Contractors in the amount of

\$1,903,864, in addition we recommend a 10% contingency bringing the project amount to \$2,094,250.40.

**Recommended action:**

Approving bids and awarding a contract for the SW Reuse Expansion Project to Schuller Contractors Inc. in the amount of \$1,903,864, with a 10% contingency bringing the project amount to \$2,094,250.40.

**Attachments/References:**

- Engineer's letter of recommendation
- Bid Tabulation Sheet



**TETRA TECH**

December 22, 2011

Mr. Donald Cochran  
Assistant to the City Manager for Public Services  
City of Winter Garden  
300 West Plant Street  
Winter Garden, Florida 34787

**Subject: City of Winter Garden  
Southwest Service Area Reuse System Expansion  
Recommendation of Award**

**Tt # 200-08490-11001**

Dear Mr. Cochran:

We have reviewed the three (3) bids received for the above-referenced project submitted to the City of Winter Garden on December 15, 2011. The bid prices received have been entered into the bid tabulation attached hereto. Schuller Contractors, Inc. (Schuller) was the apparent low bidder with a total bid of \$1,903,864.00, with DeWitt Excavating and TB Landmark being the second and third apparent lowest bidders at \$2,036,368.00 and \$2,070,875.00, respectively.

The bid documents submitted by each of these bidders were found to be complete, with one exception that Schuller's Bid Form contained an addition error of \$6,864 which brings their total Base Bid amount to \$1,903,864. This error is considered a minor irregularity and should not deem Schuller's bid as incomplete.

References provided by Schuller included a mixture of civil storm water and utility water/wastewater pipeline type projects, with more emphasis on the civil storm water type. Upon review and discussions with select references for representative utility type projects, Schuller's completed all the projects successfully and to the satisfaction of each Owner. A critical component of the proposed project is the directional drill portions which Schuller intends to subcontract Atlantic Directional Drilling, who has subcontracted previously with Schuller on referenced pipeline projects. The consensus of the references is that all projects performed by Schuller were completed to the satisfaction of the Owner and that Schuller is a quality contractor that each would use again and would provide favorable recommendation.

Mr. Donald Cochran  
December 22, 2011  
Page 2

Based on the evaluation, our recommendation is that the project be awarded to Schuller Contractors, Inc. in the amount of \$1,903,864.00.

If you have any questions or comments, please do not hesitate to call.

Very truly yours,

**Tetra Tech**

A handwritten signature in blue ink, appearing to read 'JDF', is written over the printed name 'Jon D. Fox, P.E.'.

Jon D. Fox, P.E.  
Vice President

JDF/slh/200-08490-11001/pm/corresp/Rec of Award.doc

C: Mike Kelley, P.E., City of Winter Garden  
Nicolle Van Valkenburg, P.E., City of Winter Garden  
Brian Foulkes, P.E., Tetra Tech  
Susan Hayse, Tetra Tech

CITY OF WINTER GARDEN  
SOUTHWEST SERVICE AREA REUSE SYSTEM EXPANSION  
Bid Date: December 15, 2011  
Bid Tabulation

Item No.	Description	Estimated Quantity	Unit	Schuller		DeWitt		TB Landmark	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization and Demobilization	1	LS	\$ 121,016.00	\$ 121,016.00	\$ 32,500.00	\$ 32,500.00	\$ 99,000.00	\$ 99,000.00
2	General Requirements/Bonds & Insurance	1	LS	\$ 97,600.00	\$ 97,600.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
3	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4	Maintenance of Traffic	1	LS	\$ 73,200.00	\$ 73,200.00	\$ 62,168.00	\$ 62,168.00	\$ 70,000.00	\$ 70,000.00
5	Locate Utilities in Advance of Construction	1	LS	\$ 36,600.00	\$ 36,600.00	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00
6	16-inch DIP - PC 250 Under Pavement (Owner Supplied Pipe Material) and Fittings by Contractor	210	LF	\$ 67.00	\$ 14,070.00	\$ 172.43	\$ 36,210.30	\$ 114.00	\$ 23,940.00
7	12-inch DI or PVC Pipe and Fittings	2,400	LF	\$ 67.00	\$ 160,800.00	\$ 87.99	\$ 211,176.00	\$ 93.00	\$ 223,200.00
7A	12-inch DIP - PC 350 Under Pavement (Owner Supplied Pipe Material) and Fittings by Contractor	410	LF	\$ 64.00	\$ 26,240.00	\$ 72.95	\$ 29,909.50	\$ 25.00	\$ 10,250.00
8	10-inch DI or PVC Pipe with Fittings	430	LF	\$ 74.00	\$ 31,820.00	\$ 110.00	\$ 47,300.00	\$ 190.00	\$ 81,700.00
9	10-inch DIP Under Pavement and Fittings by Contractor	100	LF	\$ 71.00	\$ 7,100.00	\$ 168.00	\$ 16,800.00	\$ 60.00	\$ 6,000.00
10	8-inch DI or PVC Pipe and Fittings	700	LF	\$ 55.00	\$ 38,500.00	\$ 81.00	\$ 56,700.00	\$ 56.00	\$ 39,200.00
11	6-inch DI or PVC Pipe and Fittings	200	LF	\$ 49.00	\$ 9,800.00	\$ 92.00	\$ 18,400.00	\$ 85.00	\$ 17,000.00
12	6-inch DIP Under Pavement and Fittings by Contractor	80	LF	\$ 58.00	\$ 4,640.00	\$ 152.00	\$ 12,160.00	\$ 60.00	\$ 4,800.00
13	20-inch HDPE Directional Drill and Fittings	1,400	LF	\$ 192.00	\$ 268,800.00	\$ 199.00	\$ 278,600.00	\$ 172.00	\$ 240,800.00
14	16-inch HDPE Directional Drill and Fittings	1,750	LF	\$ 135.00	\$ 236,250.00	\$ 148.00	\$ 259,000.00	\$ 128.00	\$ 224,000.00
15	10-inch HDPE Directional Drill and Fittings	4,480	LF	\$ 79.00	\$ 353,920.00	\$ 95.00	\$ 425,600.00	\$ 98.50	\$ 441,280.00
15A	10-inch HDPE - SDR 11 (Owner Supplied Pipe Material) and Fittings by Contractor	120	LF	\$ 65.00	\$ 7,800.00	\$ 110.00	\$ 13,200.00	\$ 70.00	\$ 8,400.00
16	8-inch HDPE Directional Drill and Fittings	130	LF	\$ 101.00	\$ 13,130.00	\$ 104.00	\$ 13,520.00	\$ 139.00	\$ 18,070.00
17	24-inch Jack and Bore Casing with DI Carrier Pipe (Owner Supplied 24-inch Steel Casing)	40	LF	\$ 717.00	\$ 28,680.00	\$ 777.00	\$ 31,080.00	\$ 580.00	\$ 23,200.00
18	30-inch Steel Casing with DI Carrier Pipe (Open Cut Installation)	320	LF	\$ 343.00	\$ 109,760.00	\$ 496.00	\$ 158,720.00	\$ 340.00	\$ 108,800.00
19	16-inch Gate Valve	8	EA	\$ 6,253.00	\$ 50,024.00	\$ 6,487.00	\$ 51,896.00	\$ 6,050.00	\$ 48,400.00
20	12-inch Gate Valve	4	EA	\$ 2,562.00	\$ 10,248.00	\$ 2,439.00	\$ 9,756.00	\$ 2,880.00	\$ 11,520.00
21	10-inch Gate Valve	8	EA	\$ 2,105.00	\$ 16,840.00	\$ 2,074.00	\$ 16,592.00	\$ 2,300.00	\$ 18,400.00
22	8-inch Gate Valve	7	EA	\$ 1,499.00	\$ 10,493.00	\$ 1,567.00	\$ 10,969.00	\$ 1,545.00	\$ 10,815.00
23	6-inch Gate Valve	1	EA	\$ 1,159.00	\$ 1,159.00	\$ 1,233.00	\$ 1,233.00	\$ 1,500.00	\$ 1,500.00
24	Air Release Valve	24	EA	\$ 4,321.00	\$ 103,704.00	\$ 3,731.00	\$ 89,544.00	\$ 5,200.00	\$ 124,800.00
25	24-inch X 8-inch Tapping Sleeve & Valve	1	EA	\$ 15,860.00	\$ 15,860.00	\$ 7,915.00	\$ 7,915.00	\$ 21,000.00	\$ 21,000.00
26	20-inch X 8-inch Tapping Sleeve & Valve	1	EA	\$ 10,980.00	\$ 10,980.00	\$ 7,890.00	\$ 7,890.00	\$ 17,000.00	\$ 17,000.00
27	20-inch X 6-inch Tapping Sleeve & Valve	1	EA	\$ 10,370.00	\$ 10,370.00	\$ 7,676.00	\$ 7,676.00	\$ 17,000.00	\$ 17,000.00
28	16-inch X 12-inch Tapping Sleeve & Valve	1	EA	\$ 8,296.00	\$ 8,296.00	\$ 9,355.00	\$ 9,355.00	\$ 13,000.00	\$ 13,000.00
29	16-inch X 10-inch Tapping Sleeve & Valve	1	EA	\$ 8,540.00	\$ 8,540.00	\$ 9,034.00	\$ 9,034.00	\$ 12,000.00	\$ 12,000.00
30	16-inch X 6-inch Tapping Sleeve & Valve	1	EA	\$ 6,100.00	\$ 6,100.00	\$ 7,536.00	\$ 7,536.00	\$ 10,500.00	\$ 10,500.00
31	8-inch X 8-inch Tapping Sleeve & Valve	1	EA	\$ 3,660.00	\$ 3,660.00	\$ 7,012.20	\$ 7,012.20	\$ 7,800.00	\$ 7,800.00
32	6-inch X 6-inch Tapping Sleeve & Valve	3	EA	\$ 2,288.00	\$ 6,864.00	\$ 6,972.00	\$ 20,916.00	\$ 5,500.00	\$ 16,500.00
<b>TOTAL BASE BID</b>					\$ 1,903,864.00	\$ 2,036,368.00	\$ 2,070,875.00		

Note: Total for line item 32 (highlighted in red) was missing from the total on the bid form.

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

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**From:** Kathy Golden, City Clerk

**Date:** December 16, 2011      **Meeting Date:** January 12, 2012

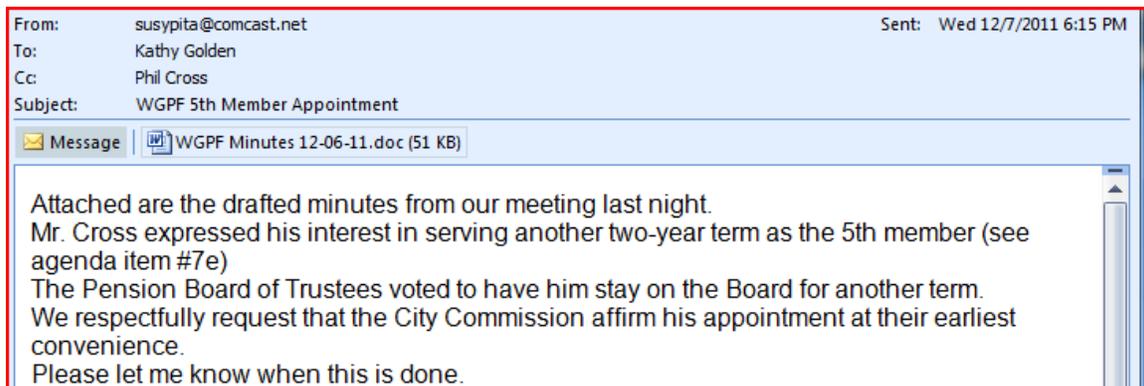
**Subject:** **Police and Fire Employees Pension Board** 5th member Phil Cross' term is scheduled to expire January 31, 2012

**Issue:** The pension board members met on December 6, 2011 and unanimously approved the reappointment of Phil Cross to serve a 2-year term to begin on February 1, 2012 and expire on January 31, 2014.

**Reference:**

**Sec. 54-188. - Board of trustees.**

- (a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this article are hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city commission, one of whom shall be a firefighter member of the system and one of whom shall be a police officer member of the system, who shall be elected by a majority of the firefighters or police officers who are members of the system. **The fifth trustee shall be chosen by a majority of the previous four trustees as provided for herein, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as herein provided and shall serve a two-year term unless he sooner vacates the office.**



**WINTER GARDEN POLICE OFFICERS' & FIREFIGHTERS'  
PENSION BOARD MEETING MINUTES  
TUESDAY, DECEMBER 6, 2011 – 6:00 P.M.**

**1. Call to Order and Roll Call**

The meeting was called to order at 6:00 p.m. by the Chairman, Bill Rosenfeld. The following members were present: Phil Cross, Bobby Olszewski, and Tom Resko. Joe Morabito was excused.

**7. Old Business**

- (a) Tim Nash will bring the revised Investment Policy Statement to the next meeting.
- (b) The Ordinance that includes the Investment Policy language changes was passed by the City Commission, at first reading, on October 13<sup>th</sup>. It is expected to pass at second reading on December 7<sup>th</sup>. The Plan Administrator will continue to monitor the process and report back to the Board at the next meeting.
- (c) We received the IRS Favorable Determination Letter on October 13, 2011.
- (d) The Plan Administrator informed the Trustees that the transition to the new Custodian, Salem Trust Company, went very smoothly. They will begin making the pension benefit payments on January 1, 2012.
- (e) The election announcement for the Police elected position was posted in November. No one expressed an interest in serving on the Board and, therefore; Tom Resko will retain his position for another two year term.

**The 5<sup>th</sup> member position, currently held by Phil Cross, will expire on January 31, 2012. Mr. Cross expressed his interest in serving another two-year term. A motion was made by Bobby Olszewski to reappoint Phil Cross to the 5<sup>th</sup> member position. Seconded by Tom Resko, the motion carried unanimously. The Plan Administrator will notify the City for Commission affirmation purposes.**

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Andrea Vaughn, Community Relations Manager

**Via:** Mike Bollhoefer, City Manager

**Date:** 1/5/12

**Meeting Date:** 1/12/12

**Subject:** Beer Sales at Uncle Don's Chili Cook-off on Feb 4, 2012

**Issue:** The City employees are requesting to sell beer at the Uncle Don's Chili Cook-off, a one-day event at the Downtown Pavilion at 203 South Lakeview. The event that benefits the American Cancer Society begins at 2 pm for site set up for the chili contestants and closes at 7 pm.

All proceeds of the beer sales will be donated to American Cancer Society, less the cost of the kegs purchased from City Beverages.

**Recommended action:** Approve beer sales on Saturday, February 4, 2012 to benefit the American Cancer Society, Relay For Life City Employees Team.

**ORDINANCE 12-\_\_**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA CREATING A NEW CHAPTER 27 OF THE CODE OF ORDINANCES REGARDING PARKS, RECREATION AND COMMUNITY FACILITIES; PROVIDING FOR RULES AND REGULATIONS CONCERNING CITY PARKS, RECREATIONAL FACILITIES AND COMMUNITY FACILITIES; PROVIDING FOR USE PERMITS AND SPECIAL EVENTS PERMITS AND ASSOCIATED STANDARDS, CONDITIONS AND FEES; AMENDING SECTION 50-151 OF THE CODE OF ORDINANCES TO DELETE APPLICABILITY OF PROHIBITED ACTIVITIES IN PARKS AND RECREATIONAL FACILITIES TO AVOID CONFLICTS WITH NEW CHAPTER 27 OF THE CODE OF ORDINANCES; AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES TO DELETE ARTICLE III. MUSICAL OR ENTERTAINMENT FESTIVALS, SECTIONS 10-241, 10-242, 10-243, 10-244 AND 10-245 TO AVOID CONFLICTS WITH NEW CHAPTER 27 OF THE CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Garden owns and holds available to the public, parks and recreational facilities and other community facilities; and

**WHEREAS**, it is the City's goal to provide citizens with a safe environment in which recreational opportunity can be maximized; and

**WHEREAS**, in order to promote public health, safety and welfare of the citizens of the City of Winter Garden, it is necessary to adopt this Ordinance for the general purpose of assuring the proper balance between the use of parks, recreational facilities and other community facilities with the preservation of such parks and facilities and law and order; and

**WHEREAS**, it is further the intent of this Ordinance to reduce and prevent property damage, minimize the hazards of personal injury and loss of life, and maintain the quality of outdoor and indoor cultural, recreational and other community facilities by establishing rules and regulations governing the use of such parks and facilities.

**NOW THEREFORE, BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION 1: Adoption.** A new Chapter 27, Divisions 1, 2, 3 and 4 of the City of Winter Garden Code is hereby created and adopted to read as follows:

**CHAPTER 27 PARKS, RECREATION AND COMMUNITY FACILITIES**

**DIVISION 1. SCOPE AND PURPOSE.**

**Sec. 27-1. Purpose and objectives.**

In order to promote public health, safety and welfare of the citizens of the city, a parks and recreation ordinance is hereby enacted for the general purpose of assuring the proper balance between (1) the use of park, cultural and recreational facilities and (2) the preservation of such facilities and law and order.

**Sec. 27-2. Applicability.**

- (a) Unless stated otherwise herein, this article shall apply in all city parks and recreation areas and in all cultural, recreational and other community facilities which now are or which may hereafter be under the jurisdiction and control of the City of Winter Garden, and shall include all grounds, roadways, parks, athletic fields, buildings, school facilities when they are in use by the city as recreational facilities, and other areas used by the city for cultural, recreational or other community purposes.
- (b) The provisions of this article shall not apply to any public officer, employee or peace officer who is acting in the course of and within the scope of the public business, nor to any other person conducting public business or related activities for, on behalf of, and pursuant to lawful authority of an appropriate public entity.

**Sec. 27-3. Definitions.**

For the purposes of this article, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The pronouns "he" and "his" include the pronouns "she" and "her, and the use of his/her means "his or her."

*Alcoholic beverage* means distilled spirits and all beverages containing one-half of one (0.5) per cent or more alcohol by volume, including beer and wine. Medicines or drugs dispensed pursuant to a physician's prescription are excluded.

*Amplified sound and/or sound-emanating equipment* means music, sound wave, vibration or speech projected or transmitted by electronic equipment, including, but not limited to, public address systems, amplifiers, horns and megaphones.

Animal means any cat, dog, horse, fowl and living creature other than a human.

Applicant means any person seeking a permit to use or conduct an activity in a park or recreation area or facility.

City means the City of Winter Garden.

City Commission means the governing body of the City of Winter Garden.

City Manager means the chief administrative officer of the City of Winter Garden or his/her designee.

Civic, educational or community service group means any not-for-profit group primarily devoted to the advancement of civic, educational or community service purposes.

Community facility means a building owned, leased or otherwise controlled by the city which is made available for reserved use by members of the public.

Domestic animal. Any animal not deemed to be a wild or exotic animal pursuant to Florida Game and Freshwater Fish Commission regulations.

Facility means any building, structure, or location owned, equipped and maintained by the city for public use.

Lewd or lascivious act means any one or more of those acts defined in Section 800.04(4)(5)(6) & (7) or Section 825.1025, Florida Statutes, as may be amended from time to time, regardless of the age of the victim(s) or observer(s) of such acts.

Limited membership group means denominational groups, partisan political groups, labor organizations and other such groups where membership is limited or not open to the general public.

Loiter or prowl shall have the same meaning as used in Section 856.021, Florida Statutes, as may be amended from time to time.

Nonrecurring use means infrequent use of a specific facility or the use of a facility on a special event basis (i.e., annual picnics, private parties or company-sponsored events).

Organized play means six persons or more engaging in a team sport athletic contest, such as, but not limited to, soccer, baseball, softball, football, basketball, or volleyball; this shall not apply for infrequent use.

Park means all real properties owned or controlled by the city and designated on a map maintained in the office of the city clerk, regardless of the extent of development or official designation, which serve as picnic grounds, recreation areas, nature areas and public fishing waters. Use of the term “park” in this article generally refers to those parks which are not used

for organized scheduled activities. Park facilities include, but are not limited to, open space play areas, picnic shelters or pavilions, park benches, bike trails, fishing piers, boat ramps, restrooms, etc. The term “park” also refers to urban open spaces that are maintained for public use.

Permit means any written license issued by or under the authority of the city manager or the city commission permitting a use, event or activity in a park or recreation area or facility.

Person means any individual, child, firm, association, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, and all other groups or combinations thereof.

Political activities means activities engaged in by candidates for public office, political groups, political parties or political committees.

Professional association means a group formed by practitioners of a specific profession or occupation.

Recreation facility means a building, structure, field, court, or park owned, leased or otherwise controlled by the city for public use which hosts organized recreational activities for teams and individuals or which provides active facility sites for non-organized leisure play. Recreation facilities include, but are not limited to, ballfields, tennis courts, shuffleboard courts, and playgrounds.

Recurring use means repeated use of a specific facility on a regularly scheduled basis (i.e., leagues, organized play, monthly meetings, etc.).

Reserved use means exclusive, permitted use for one or more occasions.

Resident means a person or the minor children of the person who owns or leases real property within the city limits or who maintains either voter registration or a bona fide domicile within the city limits. For the purpose of assessing fees for use of city facilities, the term “resident” also includes persons who reside outside the city limits but are customers of the city’s water utility.

Service animal means any animal such as a seeing-eye dog or hearing-ear dog used to assist a person with a disability or an animal trained for law enforcement purposes and under the control of a law enforcement officer.

Sexual activity means the same as defined in Section 800.04(1)(a), Florida Statutes, as may be amended from time to time.

Special event means an event that takes place on any publicly owned property, sidewalk, alley, park, lake or other publicly owned outdoor location, which, because of its scope and impact on surrounding areas and the potential need for provision of extra services by the city, requires a permit issued by the city manager in accordance with Division 4 of this Article. Special events include, but are not limited to circuses, carnivals, concerts, festivals, parades, special photography or any other event involving the anticipated assembly of one hundred (100) or more participants, spectators or other persons. Special events that require the closure of a public

street(s) must be approved by the city commission. The location of a special event shall require the approval of the city manager. Special events do not include activities sponsored by the City or activities conducted by athletic organizations that utilize public facilities and have a current existing contract agreement with the City to do so.

Vehicle means every device in, upon or by which any person or property may be transported or drawn upon a highway, excepting devices used exclusively upon station rails or tracks.

**Sec. 27-4. Parental responsibility.**

No parent, guardian or custodian of a minor shall permit or allow such minor to do any act or thing in any city park or facility prohibited by the provisions of this article. Parents, guardians and custodians of minors shall also be held responsible for the acts of said minors.

**Sec. 27-5. Enforcement.**

(a) It shall be unlawful for any person to do any act prohibited or fail to perform any act required by this article. Any person who fails to comply with any lawful and reasonable order given by law enforcement officers or authorized city official shall be in violation of § 843.02, Fla. Stat.

(b) The city manager, city law enforcement officers, or any employee so designated by the city manager shall have the authority to eject from a city park or facility any person in violation of this article, the Winter Garden Code of Ordinances, or Florida Statutes.

**Sec. 27-6. Penalties.**

Any person violating any of the provisions of this Chapter shall also be subject to the violation and penalty provisions of § 1-15 of this Code.

**DIVISION 2. RULES FOR USE OF CITY PARKS AND FACILITIES.**

**Sec. 27-7. Hours of use — parks and outdoor recreation facilities.**

(a) It shall be unlawful to congregate in or use any lighted city park or outdoor recreation facility after 10:00 p.m. and before 6:00 a.m., except for the following:

(1) Those organized recreational or cultural activities where the organizer has obtained a permit for use of the city park beyond 10:00 p.m. A permit for the use of a city park beyond 10:00 p.m. may be issued to the organizer of a cultural or recreational activity by the city manager or his/her designee.

(2) Any park or outdoor recreation facility where a sign is posted that specifies closing hours other than those specified in paragraph (a).

- (3) Any city sponsored activity that has been authorized to take place in such facilities by the city manager or his/her designee.
- (b) It shall be unlawful to congregate in or use any unlighted city park or outdoor recreation facility after dusk and before dawn.
- (c) It shall be unlawful to congregate on or use any unlighted trail after 11:00 p.m. and before 5:00 a.m. Lighted trails shall be open at all times.

**Sec. 27-8. Prohibited acts in city parks and facilities.**

It shall be unlawful for any person using city parks and facilities to either perform or allow the performance of any of the following acts, unless such activity is authorized, permitted or supervised by the city:

- (a) *Damaging property.* No person shall willfully mark, deface, damage, displace, remove or tamper with any park or facility buildings, tables, benches, fireplaces, railing, paving or paving materials, water lines or other utilities, permanent or temporary signs, placards or notices, monuments, stakes, posts, boundary markers or other structures, equipment or parks or recreation property.
- (b) *Improperly using park structures, equipment and furniture.*
  - (1) No person over the age of fourteen (14) years shall trespass upon or play upon or use the playground equipment at any city park other than those swings and equipment designated for adult use; however, parents, guardians, and other bona fide caretakers over the age of fourteen (14) shall have limited access to playground equipment for the purposes of supervising the use of such equipment by children under their care.
  - (2) No person shall lie or otherwise be in a horizontal position on a table or bench intended for use by the general public.
  - (3) No person may erect signs or affix signs to any tree, post, or park facility or grounds, except for city representatives or other individuals authorized by the city to do so.
  - (4) No person may drive, putt, or otherwise hit a golf ball or throw javelins or other missile type objects except in areas specifically designated for such purposes by the city manager.
  - (5) No person shall sleep, loiter or prowl in bushes, shrubs, or other foliage located within the parks.
  - (6) The city manager may develop and post additional safety rules and regulations particular to each facility.

- (c) Polluting waters. No person shall throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond or lake or any storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of such waters.
- (d) Damaging plants. No person shall damage, cut, carve, transplant or remove any tree or plant, or grass area, or injure the bark or pick the flowers or seeds of any tree or plant, nor shall any person attach any rope, wire, sign or other contrivance to any tree or plant.
- (e) Harming or molesting animal life. No person shall molest, harm, frighten, kill, trap, hunt, chase, capture, shoot or throw missiles at any mammal, bird, reptile or amphibian; nor shall any person remove or in any way harm the eggs, nest or young of any mammal, bird, reptile or amphibian. Fishing shall be permitted in accordance with § 27-10 of this article.
- (f) Littering. No person shall bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other litter, or place refuse or litter in any waters in or contiguous to any park or facility, or anywhere on the grounds thereof, except for within those receptacles provided by the city and designated for such purposes.
- (g) Igniting fires. No person shall ignite or attempt to ignite any fire against or on any vegetation or park or facility structure, except in city provided fireplaces or grills when used for cooking. Persons are permitted to use a personal grill of type approved by the parks and recreation department in a designated picnic area; provided that such persons accept responsibility for proper off-site disposal of all charcoal, wood chips or other cooking materials after such use.
- (h) Unauthorized operation of vehicles. No person shall drive or otherwise operate a vehicle in a park or recreation area upon surfaces other than those maintained and open to the public for purposes of vehicular travel, except upon temporary parking areas as may be designated from time to time by the city commission or city manager, and further excepting vehicles in the service of the city, animal control vehicles, law enforcement vehicles, and motorized wheelchairs.
- (i) Possessing or consuming alcoholic beverages. No person shall sell, possess or consume alcoholic beverages, including beer or wine; provided, however, that alcoholic beverages may be permitted by the city manager for special events or within certain designated facilities.
- (j) Possessing or discharging weapons, explosives, etc.
  - (1) No person shall carry or discharge bows and arrows, firecrackers, rockets, torpedoes, or other types of explosives, nor shall any person carry or use any

object calculated to make a noise sufficient to disturb the peace or quiet of the park or facility.

- (2) The provisions of paragraph (1) shall not be deemed to prohibit the carrying of ordinary tools or equipment for use in a lawful occupation or a fireworks exhibition sponsored by the city or community organizations during the Fourth of July or similar community celebrations.
- (k) *Gambling.* No person shall conduct in any city park or facility any card game for money or any other game for money or participate in any form of betting or gambling as defined in Florida Statutes. A drawing for chance conducted by a charitable or non-profit organization may be conducted only in accordance with § 849.0935, Fla. Stat.
- (l) *Vending, soliciting, advertising, etc.* No person shall practice, carry on, conduct or solicit for any occupation, business, or profession in any city park or facility; or sell or offer for sale any food, beverage, merchandise, article, or anything whatsoever in any park or facility. No person shall beg or solicit contributions. This paragraph shall not apply to any person, association, organization, entity or group acting pursuant to a contract with the city or under a special event permit granted by the city.
- (m) *Operating sound amplification equipment.* No person shall install, use, and operate within a park a loudspeaker, horn, megaphone device, or other sound amplifying equipment for the purposes of giving instructions, directions, talks, addresses, or lectures, or of transmitting music to any persons or groups of persons in any park, or in the vicinity thereof, except when installed, used, or operated in compliance with a special event permit issued by the city and when operated in accordance with terms of the permit. This paragraph shall not apply to the use of a loudspeaker or other sound amplifying device that might be used on an athletic field during an athletic competition or other event sponsored by a school or community organization.
- (n) *Launching or operating aircraft, radio-controlled model airplanes, etc.* No person shall launch or operate any aircraft, including but not limited to, hot air balloons, airplanes, ultralights, helicopters and gliders except in areas or at times specifically designated for this purpose by special permit issued by the city manager.
- (o) *Camping.* No person shall camp in a city park or recreation area except at such times and places as may be designated by the city manager and except pursuant to a special permit issued by the city.
- (p) *Erecting structures.* No person shall construct or erect any tent, building, shed, shelter or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or across a city park or recreation area except as authorized by the city manager or his/her designee.
- (q) *Endangering the public.* No person shall endanger the safety of any person or group by any conduct or act or by any failure to observe the rules established by this article.

- (r) Interfering with use of the park by others. No person or group shall prevent any other person or group from using any park or any of its facilities, or interfere with such use in compliance with this article and with the rules applicable to such use. Conducting activities authorized by a reserved use or special event permit issued pursuant to this article shall not constitute a violation of this section.
- (s) Lewd or lascivious acts and sexual activity. No person shall engage in a lewd or lascivious act or sexual activity in a city park or facility.
- (t) Sanitation. No person shall discharge or otherwise deposit human wastes in a city park or facility, except in appropriate toilet facilities provided by the city for such purposes. Furthermore, no person shall shave or shower in any city park or facility except in appropriate bathing facilities provided by the city for such purposes.

**Sec. 27-9. Domestic animals in parks and recreation facilities.**

- (a) No animals, other than dogs or cats, are permitted on park property unless a permit is applied for and obtained from the city manager to expressly authorize such animal(s). Dogs must be kept at all times on leashes no longer than eight (8) feet. Cats must be kept at all times on leashes or restrained within a pet carrier or cage. All animal excrement must be properly cleaned up and properly disposed of by the owner or keeper of the animal.
- (b) No person shall bring into any park any animal that constitutes a safety hazard or detriment to the enjoyment of the area by the public.
- (c) No person having in charge or custody any dog or cat shall permit, allow or suffer such dog or cat to enter upon or remain within any playground or park area reserved for children or to enter any sandbox or play apparatus area.

**Sec. 27-10. Fishing.**

Fishing shall be permitted in accordance with state law in those areas of ponds, lakes, and streams designated by the city for such activity, a record of which shall be maintained by the City's parks and recreation department and made available to the public.

**Sec. 27-11. Alcoholic beverages.**

No person shall sell, offer for consumption, or consume any alcoholic beverage, including beer and wine, within any city park or facility except as follows:

- (a) The city commission may approve the sale or consumption of alcoholic beverages in a city park or facility in conjunction with the issuance of a special event permit when possession and consumption is specifically authorized by permit or license of the state division of alcoholic beverages and tobacco.

- (b) The city manager may approve the consumption of alcoholic beverages at private social functions in city facilities designated for such functions.

### **DIVISION 3. USE PERMITS**

#### **Sec. 27-12. General Provisions**

(a) *Application for permits*

- (1) Applicants may be required to provide liability insurance in accordance with § 27-12 (e) if, in the sole discretion of the city manager, the requested use of the facility represents a significant risk of loss to the city.
- (2) Parks and facility use permits will not be issued to persons under 18 years of age; youth groups must have an adult sponsor.
- (3) The permittee listed on the park or facility use permit shall be considered the person or entity responsible for the conduct of the activities occurring during the event and shall be responsible for the condition of the park or facility after its use. All other conditions listed on the park or facility use permit shall apply.

(b) *Permit fees for reserved use.*

- (1) The city is authorized to establish fees for reserved use of park, recreation and community facilities and to offset the cost to the public for additional services provided by the city in connection with such use.
- (2) A fee will not be charged for use of a facility for city sponsored or co-sponsored programs or events.

(c) *Standards for issuance of permits.*

If the park area or facility will be available for use on the date and time requested, and is not subject to a prior reservation, the city manager or his designee shall issue a permit under this article when he finds the use applied for to be in accordance with the purpose for which such park or facility property is designed or intended, and further that the proposed activity will not unreasonably interfere with or detract from the general public enjoyment of the remaining park or facility area, or interfere with or endanger public health, welfare or safety, or be reasonably calculated to incite violence, crime or disorderly conduct on the part of the participants or entail unusual, extraordinary or burdensome expense for supervision, maintenance, cleanup or police protection by the city. Under no circumstances shall the sex, age, race, religion, political views, or national origin of event coordinators or participants be used as a basis for denying a permit. In the event of scheduling conflicts, i.e., when an application is submitted by two or more

persons or entities at the same time for the same facility, priority shall be given to city residents and entities maintaining an office within the city.

(d) Conditions of permits.

(1) Permits will be issued under this article subject to such special regulations and instructions as may be prescribed by the city manager including, but not limited to:

- a. Restrictions on the number and other designations of persons who may participate in such permitted activities.
- b. Restrictions on the days of the week and the time of day that the particular facility may be used by the permittee.
- c. Provisions for maintenance by the permittee of the sanitation, cleanliness, and appearance of the facility. At times, portable restrooms may be required for special events.
- d. Provisions for security and the maintenance of law and order, including compliance with noise, parking, safety and other appropriate regulations. It is at the city's discretion to require security on the premises to enforce the policies of facility use. If security is deemed necessary, it is the responsibility of the user group or individual to reimburse the city for costs incurred in providing such security.
- e. Restrictions on the installation of apparatus or modification in any manner, either temporary or permanent, by the permittee to a sports field or adjacent structures.
- f. Requirements that all applicable fees shall be paid prior to use, unless other payment arrangements have been authorized.
- g. Requirements that a certificate of insurance in accordance with § 27-12 (e), naming the city as the additional insured, must be on file at the city prior to any permit being approved.

(2) By applying for and obtaining a permit, permittees agree to indemnify and hold the city and the city's officials, employees, and agents harmless from any and all claims for loss, injury or damage to any persons (including death or illness) and property whatsoever caused, in whole or part by the negligence of permittees and permittees' officers, directors, employees, members, participants, invitees, spectators and agents (or any combination thereof) in the exercise or use of such permit. Without limitation to the protections afforded to the city by foregoing sentence, the city may require a permittee to execute an indemnity and hold

harmless agreement in a form acceptable to the city as a condition to a permit. Nothing in or required by this chapter is intended as or shall be construed as a waiver of the city's sovereign immunity protections.

(e) *Liability insurance required for certain uses of city parks and facilities.*

- (1) The city shall require each organized activity taking place at any city facility to have insurance for said activity. Permittee shall procure and maintain for the term of the permit insurance against claims for injuries to persons or damages to property which may arise from or in connection with the activities described hereunder performed by the permittee, his agents, representatives, or employees. Except where otherwise specified in this article, insurance shall be provided in an amount to be determined by the city manager, provided that such amount reflects a reasonable expectation of potential liability. Insurance is to be placed with insurers authorized to do business in the state and acceptable to the city. This may not apply for infrequent use; however, a one-time special event shall be subject to this requirement. For the purpose of this article, the term "organized activity" shall apply to sporting events and competitions, special events, exhibitions or shows, concerts, performances, camps, fairs, programs and other such activities involving the assembly of one hundred (100) or more participants, spectators or other persons at any city park or facility for a common purpose under the direction and control of a person or group of persons. The city manager is authorized to waive the requirement for liability insurance when the applicant for a use permit is a regular user of the facility or an established not-for-profit group and such user or group has no history of misusing the city's parks or facilities. The city manager is also authorized to require liability insurance for an activity when not specifically required above if, in his/her opinion, the proposed activity represents a significant risk to bystanders, equipment or facilities, wildlife, or wildlife habitat. Nothing in or required by this chapter is intended as or shall be construed as a waiver of the city's sovereign immunity protections.
- (2) The certificate of insurance, naming the city as the additional insured along with an endorsement, is to be submitted prior to permit authorization or execution of a negotiated use agreement. A 30-day written notice of cancellation clause is required.

**Sec. 27-13. Use Permits - Parks**

(a) *Picnic shelters.*

Reservations for picnic shelters or park pavilions and the appurtenances thereto must be obtained in advance and must be for a specific time and duration for each such facility and shall be subject to the conditions and provisions contained in the use permit. Applications for reserved use of picnic shelters or park pavilions shall be made on forms provided by the city and in accordance with procedures promulgated by the recreation department. Reservations shall be made no less

than forty-eight (48) hours in advance and no longer than six (6) months in advance. Picnic shelters or park pavilions may not be utilized on a recurring basis by any group or individual more frequently than once every three (3) months. Use permits shall be issued only after payment of a damage deposit and fees as required by city staff. The city manager or his/her designee may establish a policy on which picnic shelters and park pavilions are available for reservation.

(b) *Public demonstrations, meetings and other public assemblies.*

(1) No person, entity, or association shall initiate, sponsor, organize, promote, conduct or advertise a public assembly of one hundred (100) or more persons to be gathered in a park or recreational area unless a permit has been obtained from the city manager. A separate permit shall be required for each such assembly and the period of time for which such is authorized shall be clearly stated. Such permits shall clearly define the nature of the activity and the limit of its scope and time, and shall set forth such other restrictions and requirements, such as restrictions concerning the use of electronic microphones and other amplifying equipment as the city manager or his/her designee may deem necessary to ensure that such use does not unreasonably impact the general public's use of the location or facility. Applications for permits shall be submitted no less than two (2) weeks in advance of the date of the activity and no longer than six (6) months in advance.

(2) No entertainment, concert, exhibition or performance by any musical, theatrical or circus group shall be given in any park or recreation area and no electronic microphones or amplifying devices shall be used in connection therewith, except in accordance with a special event permit approved by the city manager pursuant to division 4 of this article. Applications for special event permits shall be submitted no less than forty-five (45) days in advance of the date of the activity and no longer than twelve (12) months in advance.

#### **Sec. 27-14. Use Permits – Recreation Facilities**

(a) *Negotiated agreements for recurring use* - Regardless of any restrictions to the contrary, nothing in this article shall prohibit the city from entering into a negotiated agreement with any person or organization for recurring use of a city recreation facility in return for renovation or maintenance of the facility, provision of a particular recreation program, or similar consideration. Such agreements shall require the approval of the city manager or his/her designee.

(b) *Permit required for reserved use* - Except as provided in § 27-14 (a), reserved use of recreation facilities shall require obtaining a use permit in accordance with division 3 of this article. Applications for recreation facility use permits shall be submitted no less than one (1) week in advance of the date of the activity and no more than two (2) months in advance.

(c) *Prohibited activities.*

(1) No act prohibited by § 27-8 of this article shall be permitted in city recreation facilities, including the sale or consumption of alcoholic beverages.

(2) No person shall conduct or participate in any sport or in any organized athletic activities within any recreation area other than in such areas as may be designated for such sports, games or athletic activities, or in any areas where the city has posted signs prohibiting such activities.

(d) Sales and commercial uses - Authorized user groups which desire to use concession stands or other facilities for fund raising purposes shall be allowed to do so subject to policies and fee requirements contained herein. Proposed uses which are determined by the city to be solely a commercial undertaking and without educational, recreational or cultural benefit to the community shall not be allowed on the premises of recreational facilities.

(e) Denial of facility use - The city shall have the authority, based on cause, to deny use of all or any portion of a recreational facility to any group or individual who has abused the privilege of facility use, including failure to comply with the general policies and rules governing the use of city parks and recreation facilities.

#### **Sec. 27-15. Use Permits – Community Facilities**

(a) Negotiated agreements for recurring use - Regardless of any restrictions to the contrary, nothing in this article shall prohibit the city from entering into a negotiated agreement with any person or organization for recurring use of a community building facility in return for renovation or maintenance of the facility, provision of a particular program, or similar consideration. Such agreements shall require the approval of the city manager or his/her designee.

(b) Permit and rental fees required for reserved use - Reserved use of community facilities shall require obtaining a use permit in accordance with division 3 of this article.

(c) City sponsored uses - Any use of city facilities scheduled for city sponsored or co-sponsored uses shall be deemed a use for municipal purposes, and shall be exempt from fees, deposits and permit requirements listed herein. A determination of whether an event is city sponsored or co-sponsored by the City is to be made by the city manager.

(d) Use of community facilities for commercial purposes prohibited - No person shall practice, carry on, conduct or solicit for any occupation, business, or profession in any community building. All programs must be open to the public at no charge. Requests by non-profit educational groups or institutions desiring to use community facilities for short-term classes, institutes, discussion groups and forums which involve small fees will be examined on an individual basis. Nothing may be sold to the public in a community building.

(e) General Rules and Regulations Regarding Use of Community Facilities

- (1) Consumption of alcoholic beverages shall not be permitted in parking lots or other outside areas.
- (2) If a permit is issued for a non-alcoholic event and alcohol is found on the premises, the police will shut down the event and no deposit will be refunded. "On the premises" shall be interpreted to include the community facility as well as the parking lots and all surrounding exterior public property.
- (3) If an event is shut down by the police for any reason, the clean-up/damage deposit shall be forfeited.
- (4) Smoking. Smoking is prohibited inside any community facility or outdoors within 10 yards of an entrance or exit to any community facility.
- (5) Supervision of minors. Adults must supervise groups composed of minors in a ratio of one (1) adult to every five (5) minors. Adult supervisors shall be named on the permit application.
- (6) All equipment and materials not belonging to the city must be removed at the end of each scheduled use.
- (7) Liability for damage to facility/Requirement for insurance.
  - a. The permittee shall be responsible for any and all damage to the facility premises and property therein and shall be responsible for all actions, behavior and damages caused by its/their officers, directors, employees, members, participants, invitees, spectators, agents, guests and attendees (or any combination thereof).
  - b. The city is not responsible for accidents, injury, illness or loss of group or individual property.
  - c. Prior to issuance of a permit, all approved applicants shall execute a hold harmless and indemnification agreement in a form acceptable to the city, indemnifying and releasing the city and its officials, employees and agents from and against any and all claims, demands, damages and liability arising from or related to activities conducted in community facilities.
  - d. If, in the sole discretion of the city manager, the use of a community facility involves significant risk of loss or casualty to the city, the permittee shall be required to provide satisfactory evidence of liability insurance naming the city as an additional insured in accordance with § 27-12 (e) of this article.

(f) *Endorsement not implied* - The fact that a group, association, or entity is permitted to meet in a community facility does not constitute an endorsement of the group's, association's, or entity's policies or beliefs by the city.

#### **DIVISION 4. SPECIAL EVENTS**

##### **Sec. 27-16. Permit required.**

No person or entity shall stage, promote or conduct any special event on any publicly owned property within the city limits unless he, she or it first secures a permit for such event.

##### **Sec. 27-17. Conditions for obtaining permit.**

To obtain a permit as required by § 27-16, the sponsor of a special event must comply with and demonstrate adherence to the following requirements:

- (a) Fill out a special event request application form and any requested supporting documentation at least six weeks but no more than 12 months prior to the intended date of the event. Such application shall include the following:
  - (1) A plan for sanitation facilities and sewage disposal commiserate with the anticipated impacts of the event.
  - (2) A plan for adequate parking facilities to accommodate anticipated participants and attendees, including any such parking facilities that will not be located within the area of the special event, as well as a plan for transporting individuals parked off-site to and from such event.
  - (3) A plan for medical facilities and first aid stations adequate to serve the number of anticipated participants and attendees.
  - (4) A plan for adequate security and traffic control in and around the event.
- (b) Withhold from charging an admission fee for entrance into the area associated with the event unless such charge or charges are otherwise approved by the city commission;
- (c) Obtain liability insurance coverage for said event in limits deemed appropriate by the city manager or his/her designee;
- (d) Limit activities associated with the event to areas within the park or public area that have been pre-approved by the city manager;
- (e) Request permission from the city commission if any streets are to be blocked for said event and/or more than 500 people are reasonably anticipated to be in attendance;

- (f) Pay permit fees according to the following schedule:
- (1) Events with less than 25 people in attendance: \$25
  - (2) Events with between 25 and 100 in attendance: \$100
  - (3) Events with more than 100 but less than 250 in attendance: \$250
  - (4) Events with more than 250 in attendance: \$1000
- (g) Pay additional fees for city staff or services as deemed appropriate by the city manager or his/her designee.
- (h) Any other restrictions or limitations reasonably imposed by the city manager as being necessary for the health, safety and welfare of participants and attendees.

**SECTION 2: Adoption:** Section 50-151 of Chapter 50, Article VI, Winter Garden Code of Ordinances is amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 50-151. Prohibited activities in ~~parks, recreational facilities, or any other facility~~ or public rights-of-way owned, controlled and/or operated by the city.

Except for activities of a governmental agency within the scope of its governmental authority, or unless specifically permitted to do so by a permit issued pursuant to this Code, it shall be unlawful for any person to do any one or more of the following in or on a ~~park, recreational facility, or any other facility~~ or public right-of-way owned or controlled by the city:

- ~~(1) Occupy or otherwise be present in or on a park, recreational facility, or any other facility or public right of way owned or controlled by the city at any time other than the hours posted on a sign at, in, or near the park, recreational facility, or any other facility or public right of way owned or controlled by the city;~~
- ~~(2)~~ Lie or otherwise be in a horizontal position on a bench placed at its location for use by the general public;
- ~~(3)~~ Construct any hut, shanty, or other shelter;
- ~~(4)~~ Cook foodstuffs, ~~except where facilities for such preparation are provided by the city;~~
- ~~(5)~~ Set or stoke a fire, ~~except where appropriate facilities are provided by the city;~~
- ~~(6)~~ Discharge or deposit human wastes, except in toilet facilities provided by the city;
- ~~(7)~~ Dig holes or otherwise disturb the natural surface of the ground;
- ~~(8)~~ Pick flowers or damage or remove plants, trees, shrubs, or any part of the ~~park~~ grounds;
- ~~(9)~~ Erect signs or affix signs to any tree, post, or ~~park~~ facility or grounds, except signs posted by the city or a representative or agent thereof;
- ~~(10)~~ Drive, putt, or otherwise hit a golf ball or shoot an arrow, ~~except in areas specifically designated for those purposes by the city or a representative or agent thereof;~~
- ~~(11)~~ Kill, injure, harm, capture, chase, poison, or remove any wildlife, animal, bird, or touch, break, remove, or relocate any bird egg locate above, upon, or under a ~~park, recreational facility, or any other facility~~ or public right-of-way owned or controlled by the city;
- ~~(12)~~ Write on, draw on, or otherwise deface, damage, remove or destroy any ~~park, recreational facility, or any other facility~~ or improvement on a public right-of-way owned or

controlled by the city ~~or any part of the park, recreational facility, or any other facility or public right of way owned or controlled by the city;~~

~~(1311)~~ Sleep or otherwise remain in the bushes, shrubs, or other foliage;

~~(1412)~~ Use public restrooms to shave, shower, or bathe, except where facilities are provided specifically for use by the public for those purposes;

~~(1513)~~ Sit in or on any trash receptacles provided for public use; or

~~(1614)~~ Bathe or otherwise cleanse one's self in a water fountain and/or reservoir.

**SECTION 3: Adoption:** Chapter 10, Winter Garden Code of Ordinances is hereby amended to delete Article III, Sections 10-241 through 10-245 (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

ARTICLE III. ~~MUSICAL OR ENTERTAINMENT FESTIVALS~~ (Reserved)

~~Sec. 10-241. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *Musical or entertainment festival* means any gathering of groups or individuals for the purpose of listening to or participation in entertainment, which consists primarily of musical renditions conducted in open spaces and not within an enclosed structure.~~

~~(Code 1988, § 13-61)~~

~~**Cross references:** Definitions generally, § 1-2.~~

~~Sec. 10-242. Permit required.~~

~~No person shall stage, promote or conduct any musical or entertainment festival within the city limits unless he shall first secure a special entertainment permit for the festival.~~

~~(Code 1988, § 13-62)~~

~~Sec. 10-243. Conditions for obtaining permit.~~

~~A permit required by section 10-242 shall not be issued unless the following conditions are met and the following plans are submitted to the city commission:~~

~~(1) A plan for adequate sanitation facilities and sewage disposal, approved by the city manager.~~

~~(2) A plan for parking facilities which are not within the area of the festival, and a plan for transportation of the patrons from parking facilities to the festival area.~~

~~(3) A plan for adequate medical facilities.~~

~~(4) A plan for the provision of adequate security and traffic control in and around the festival area.~~

~~(5) Full disclosure made by the promoters to the city commission of the financial backing of the festival and the names of all persons or groups who will perform in the festival.~~

~~(6) Any other reasonable conditions set by the city commission in its discretion.~~

~~(Code 1988, § 13-63)~~

~~Sec. 10-244. Limitation on hours; rest period required.~~

~~Under no circumstances shall any person operate any musical or entertainment festival, which will continue for more than an eight hour period, without a 24 hour rest period before any continuation of the festival.~~

~~(Code 1988, § 13-64)~~

~~Sec. 10-245. Permit fee.~~

~~The fee imposed upon each permit issued for a musical or entertainment festival shall be \$1,000.00.~~

~~(Code 1988, § 13-65)~~

**SECTION 4: Codification:** Sections 1, 2 and 3 of this Ordinance shall be codified and made part of the City of Winter Garden Code of Ordinances.

**SECTION 5: Control:** In the event of a conflict or conflicts between this ordinance and other ordinances, this ordinance shall control to the extent such conflict exists.

**SECTION 6: Severability:** It is the intent of the City Commission of the City of Winter Garden that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

**SECTION 7: Effective Date:** This Ordinance shall become effective upon adoption at its second reading.

**FIRST READING:** \_\_\_\_\_, 2012.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2012.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

\_\_\_\_\_  
John Rees, Mayor/Commissioner

ATTEST:

\_\_\_\_\_  
KATHY GOLDEN, City Clerk