



CITY COMMISSION AGENDA
REVISED AGENDA 3/19/12*
CITY HALL COMMISSION CHAMBERS
300 W. Plant Street

REGULAR MEETING

MARCH 22, 2012

6:30 P.M.

CALL TO ORDER

Determination of a Quorum

Invocation and Pledge of Allegiance

1. **APPROVAL OF MINUTES** - Regular Meeting of March 8, 2012
2. **GENERAL ELECTION RESULTS**
 - A. **Resolution 12-05**: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MARCH 13, 2012 FOR COMMISSIONER DISTRICTS 2, 3, AND 4, AND AUTHORIZING ISSUANCE OF A CERTIFICATES – City Clerk Golden
3. **OATH OF OFFICE**
 - A. Commissioner District 2, 3, and 4 as elected on March 13, 2012 – City Clerk Golden
4. **PRESENTATIONS**
 - A. **Proclamation 12-04** declaring April as Sexual Assault Awareness Month
 - B. **Proclamation 12-05** declaring April 2nd as World Autism Awareness Day and April as Autism Awareness Month
5. **REGULAR BUSINESS**
 - A. **Resolution 12-06**: A RESOLUTION OF THE CITY COMMISSION OF THE CITY WINTER GARDEN, FLORIDA, APPOINTING A MAYOR PRO-TEM - City Clerk Golden
 - B. **Resolution 12-07**: A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REQUIRING THE CITY OF WINTER GARDEN TO MAINTAIN THE PAVEMENT TREATMENT OF (4) ADDITIONAL INTERSECTIONS IN PERPETUITY, AS STATED IN THE ORIGINAL LOCALLY FUNDED AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE – Public Services Director Cochran
 - C. Recommendation to approve Site Plan for 881 9th Street, with conditions recommended by the Development Review Committee dated March 14, 2012 (Budget Auto) – Community Development Director Williams
 - D. Recommendation to approve a developers agreement for 720 Roper Road for the project known as Serenades by Sonata – Community Development Director Williams (***Added March 19, 2012**)

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. Discussion on realignment options for Roper Road
9. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to a Regular Meeting on April 12, 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.

	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.		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Director.
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CITY OF WINTER GARDEN

CITY COMMISSION REGULAR MEETING MINUTES

March 8, 2012

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, City Clerk Kathy Golden, Public Services Director Don Cochran, Community Development Director Ed Williams, Human Resources Director Frank Gilbert, Police Chief George Brennan, Fire Chief John Williamson, Building Official Skip Lukert, Information Technology Director Bob Reilly, Economic Development Director Tanja Gerhartz, Recreation Director Jay Conn, City Engineer Art Miller, and West Orange Times Reporter Michael Laval

1. **APPROVAL OF MINUTES**

Motion by Commissioner Boulter to approve the regular meeting minutes of February 23, 2012, as submitted. Seconded by Commissioner Buchanan and carried unanimously 5-0.

At this time, Mayor Rees invited Recreation Director Conn to come forward to address an event request.

- **BikeFest**

Mr. Conn stated that Dennis Jones, owner of Winter Garden Wheel Works, is requesting permission to conduct a bike race downtown on March 24, 2012. Mr. Conn recognized Mr. Jones to come forward and give the City Commission additional details about his request.

Mr. Jones stated that what he is proposing is a little more than just a bike race but a family-oriented festival. He noted that the festival would be held in the parking lot adjacent to the splash pad with approximately 20 vendors. The event would be family focused with health and fitness through cycling as the core. The featured vendors would be those involved in health care, skin care, nutrition and cycling. In the morning there would be free tour rides fully supported with nutritional items and water. The rides would finish in Winter Garden with the bike race starting at approximately 11:00 a.m. He is requesting the closing of Plant Street for this event and gave details of the race path.

Mr. Jones requested permission to have beer sales within a limited area downtown at the gazebo. There would be live music at the gazebo as well as piped music in between the live bands. He noted that a local vendor will conduct the beer sales for this event in a corded off area.

Mayor Rees asked about the anticipated attendees. Mr. Jones replied that the bike race will have about 300 racers, not including their family and friends, and then about 500 people for the tour rides. He is expecting 1,000 to 1,500 people in the downtown area that day.

Commissioner Buchanan asked if there were set times for the beer sales. Mr. Jones replied that they are requesting to hold beer sales from 1:00 p.m. to 7:00 p.m.

City Manager Bollhoefer noted that staff has met with a majority of the residents along the route and they, as well as the Downtown Merchants Association, have agreed and understand that there will be some challenges. He described some of the preparations such as barricades for sidewalks, hay barrels and walkie-talkies for staff communications. Staff has contacted other cities that have done this type of event before and their concerns were far greater than what actually happened.

Commissioner Makin asked if the last race will be at 6:15 p.m. Mr. Jones replied yes, this is the pro race.

Commissioner Buchanan asked if there is already a group of people that will do this with such short notice. Mr. Jones replied that it is actually a weekend event point race with this being the first day and the next day it would be held in Lake County.

Commissioner Boulter asked if this would turn out to be an annual event. Mr. Jones replied that they are hopeful it will and decided to keep this one small. The City has the perfect venue and they want to make this more than just a bike event; they want the focus to be on health and fitness.

City Manager Bollhoefer noted that through the City's Economic Development efforts, the health and wellness industry is one of the types of businesses the City is trying to attract and this helps out in that effort.

Commissioner Makin asked how many bike manufacturing vendors will be here. Mr. Jones replied that there will be vendors from the lines that he carries and listed some.

Motion by Commissioner Buchanan to approve the BikeFest event for March 24th. Seconded by Commissioner Makin and carried unanimously 5-0.

- **MusicFest**

Recreation Director Conn stated that the Winter Garden Heritage Foundation is requesting permission to hold their MusicFest on October 5, 6, and 7th. This request matches the request of last year. There have been no problems in the past and staff does not anticipate any in the

future. This event has been very successful and has brought thousands of people to Winter Garden. Staff recommends approval.

Motion by Commissioner Sharman to approve the MusicFest Event to be held on October 5, 6, and 7, 2012. Seconded by Commissioner Makin and carried unanimously 5-0.

2. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

A. Ordinance 12-09: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 11-26, THE CITY OF WINTER GARDEN FISCAL YEAR 2011-2012 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 12-09 by title and the following excerpt from Section 1 as follows:

REVENUES	
General Fund	\$ -
Downtown Parking District Fund	-
Community Redevelopment Agency Fund	30,000
Local Option Gas Tax Fund	800,719
General Impact Fee Fund	292,339
Transportation Impact Fee-South of Turnpike Fund	791,637
CR 545 Special Benefit Impact Fee Fund	-
Transportation Impact Fee Fund	4,731,964
Utilities Operating Fund	1,164,856
Utilities Impact Fee Fund	4,987,453
Utilities Renewal & Replacement	2,421,189
Stormwater Fund	178,509
Solid Waste Fund	-
Trailer City Fund	<u>2,179</u>
	\$15,400,845

Mr. Ardaman also noted that the expenses mirror the revenue amounts as itemized.

City Manager Bollhoefer stated that these funds are for projects that have been carried over from the previous year. He noted that prior to the meeting he distributed a list of projects that shows the start and stop dates. He highlighted a County Road project on the list for CR 545 and that they would be making the entire road four-lanes. Staff will come back to the City Commission to propose only doing the intersection at Tilden Road and CR 545. He described the addition of more lanes, a traffic light, and reduction of the angle on the hill, which will make it safer by giving everyone a better line of site.

Commissioner Sharman asked if the City would maintain the right-of-way for future widening to four lanes. Mr. Bollhoefer replied absolutely; the City has already secured all of the right-of-way along that portion of the road.

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

Motion by Commissioner Sharman to adopt Ordinance 12-09. Seconded by Commissioner Buchanan and carried unanimously 5-0

- B. **Ordinance 12-14:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN FISCAL YEAR 2011-2012 BUDGET; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 12-14 by title and an excerpt from Section 1 as follows:

REVENUES	
General Fund	\$267,320
Downtown Parking District Fund	(70,000)
Local Option Gas Tax Fund	-
General Impact Fee Fund	(40,849)
Transportation Impact Fee-South of Turnpike Fund	39,746
Transportation Impact Fee-CR545 Special Benefit Area Fund	(735,446)
Transportation Impact Fee-General Fund	311,089
Utility Operating Fund	902,995
Utility Impact Fee Fund	126,964
Utility Renewal and Replacement Fund	140,000
Stormwater Fund	27,775
Solid Waste Fund	(2,922)
Trailer City Fund	1,000
	<hr/> \$967,672

Mr. Ardaman noted that the expenditures are identically itemized to those of revenues with the same itemized amounts.

City Manager Bollhoefer noted that these are some items to change the budget at mid-year. Several of these are just adjustments and he highlighted certain items that were actual changes. Mr. Bollhoefer displayed photos of the ground speakers as discussed at the last City Commission meeting. He noted that the speakers first selected were not aesthetically pleasing and presented a trip hazard. The speakers presented are located in such places as on poles and on the ground, where they could be hidden.

Mr. Bollhoefer noted changes made to impact fees and the general fund. Some items he highlighted were the addition of a School Resource Officer for the new school, \$30,000.00 is being added for the fountain shade covers, little league field repairs, and school impact fees.

Commissioner Sharman asked about how long he anticipates the speakers will last. Mr. Bollhoefer replied that staff can get him this information.

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

Motion by Commissioner Boulter to adopt Ordinance 12-14. Seconded by Commissioner Sharman and carried unanimously 5-0

- **Autism Awareness Day**

Mayor Rees recognized Henry Wright to address Autism Awareness Day, which will be April 2, 2012.

Mr. Wright stated that on April 2nd he would like to light up the City in blue and change the fountain water to blue. He stated that he would leave information on the gel and lights, which would be at a minimal cost. Mr. Wright stated that the City would be tied in with all of the schools who will be participating. There is a proclamation the Mayor of Orange County will be issuing and they would like to see if Winter Garden could also issue a proclamation as well for this day. He also asked if the City could post on its website the Autism symbol for awareness purposes and have non-uniform employees wear the autism pin or the color blue that day.

Mr. Wright announced that on Autism Day they will be partnering with the West Orange Golf Country Club to hold a fundraising golf scramble fundraiser to benefit the Dillard Street Elementary School.

3. **REGULAR BUSINESS**

A. **Recommendation to approve entering into a cost-share agreement with St. Johns River Water Management District for Minimum Flows and Levels Prevention/Recovery Program**

Public Services Director Cochran stated that a couple meetings prior the City Commission approved bids and contract for the Southwest Reuse project and the construction has begun. This item is the agreement that goes along with the cost-share grant. The St. Johns board approved a grant for Winter Garden to receive a forty percent cost-share that totals \$837,700.16 with a cap of \$954,384.00. The purpose of this project is to connect the neighborhoods in the southwest area of the City to the Conserv II reuse line. This connection is a condition of the City's consumptive use permit with the St. Johns River Water Management District.

Commissioner Sharman asked if it is a long term plan for the City to have its own wastewater reuse plan to always be on Conserv II. Mr. Cochran replied that we will have the connection and explained where the Conserv II line ends just before Knox's Nursery. He noted that the golf course is on it and when their contract ends they will become the City's customer. The City will make a connection at the end of that pipe in order for the City to lower its rate. Currently the City pays \$.70 per thousand gallons and once the connection is made, we will be reduced to the lower rate of \$.40 per thousand gallons.

Commissioner Buchanan asked how many gallons the City currently uses. Mr. Cochran replied 1.9 million gallons a day and the Conserv II cap is 2 million gallons per day.

Commissioner Makin asked about the amount of funding for in kind services as noted in the agreement. Mr. Cochran replied that is the other 60 percent.

Motion by Commissioner Sharman to approve entering into the cost-share agreement with St. Johns River Water Management District as recommended by staff. Seconded by Commissioner Buchanan and carried unanimously 5-0.

4. **MATTERS FROM CITIZENS**

Charlie Mae Wilder, Executive Director for the West Orange Citizen Action Coalition, Inc., stated that they will be having a Community Health Fair for kids. She requested academic sponsorship of \$500.00 from the City for this event that will focus on all aspects of health such as nutritional, dental, recreational, spiritual, educational and physical.

Commissioner Buchanan asked what the cost is for renting the equipment. Ms. Wilder replied there will be two bounce houses, which are under \$100.

Commissioner Boulter asked if those hosting the event are stressing that the parents accompany their children. Ms. Wilder replied yes, and they have to have their parent's permission to provide these services to the children.

Motion by Commissioner Buchanan to a sponsor donation of \$500.00 to the Community Health Fair event by the West Orange Citizen Action Coalition, Inc. (non-profit). Seconded by Commissioner Boulter and carried unanimously 5-0.

- **City of Winter Garden Community Garden**

Ms. Wilder thanked the City Commission on their assistance in promoting the Community Garden and indicated she will be available to take donations after the meeting.

5. **MATTERS FROM CITY ATTORNEY** – There were no items.

6. **MATTERS FROM CITY MANAGER**

• **Blues and BBQ Event**

City Manager Bollhoefer commended staff on all their efforts at multiple events this past weekend on the same day; Farmer's Market, Kat Trite, gala with the theatre, Tanner Hall, Jessie Brock Center, and the Blues and BBQ. He stated that they did an amazing job keeping everything running.

Mayor Rees stated that he believed it was Recreation Director Jay Conn that came up with the Blues and BBQ event and commended him and his staff for all their hard work.

A. **Discussion on design of the shade covering for splash fountain**

City Manager Bollhoefer stated that he has distributed information on the different types of shades and noted there are not a lot of companies that produce this item. He shared that any shade cover selected needs to withstand 75 to 95 mph winds and should last at least ten years. He displayed a variety of shades to give the City Commission an idea of how they will look at the fountain.

Mr. Bollhoefer noted that the approximate cost is \$5,500 to \$6,500 for an industrial grade shade cover with an approximate size of 12 foot by 12 foot.

It was the **consensus** of the City Commission to install the version identified in the large picture as displayed (*see attached Exhibit A*).

7. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Sharman shared that he presented a shorter version of the City Manager's State of the City to a Homeowners Association (HOA) and they seemed to really enjoy it.

Commissioner Buchanan stated that he also came downtown Saturday night and thought that everything turned out well. He also commended staff on the job well done.

Commissioner Makin stated that he arrived at the event a little late and there was no BBQ left, which was a good sign of a lot of people attending; he also commended staff for a good job.

Mayor Rees stated that he ate on the south side and noted that these events did not appear to take away business from the south side of town.

The meeting adjourned at 7:21 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Kathy Golden, CMC

RESOLUTION 12-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MARCH 13, 2012 FOR COMMISSIONER DISTRICTS 2, 3, AND 4, AND AUTHORIZING ISSUANCE OF A CERTIFICATES

WHEREAS, on March 13, 2012, a General Election was conducted in accordance with the Charter and Ordinances of the City of Winter Garden, and the State of Florida Election Code; and

WHEREAS, the Registration Book closing for the election reflected that the total Registered Voters in District 2, Precinct 2103 as 4,694, District 3, Precinct 3103 as 3,881, and District 4, Precinct 4103 as 5,741.

WHEREAS, the City Clerk for Winter Garden has obtained the Certificate of Election Results from the City Canvassing Board, which is hereby made a part of this Resolution, for the purpose of electing the Commissioners for Districts 2, 3, and 4.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, that we do hereby declare that:

- **Bob Buchanan** is duly elected as Commissioner District 2 to serve a three-year term; and
- **Robert “Bobby” Olszewski** is duly elected as Commissioner District 3 to serve a three-year term; and
- **Colin Sharman** is duly elected as Commissioner District 4 to serve a three-year term

and hereby authorizes the City Clerk to issue the candidates elected as Commissioners of Districts 2, 3, and 4 a Certificate of Election.

This Resolution is duly adopted at a regular meeting of the City Commission of the City of Winter Garden, Florida, held on the 22nd day of March 2012.

John Rees, Mayor/Commissioner

ATTEST:

Kathy Golden, CMC, City Clerk

* * OFFICIAL * *

CERTIFICATE OF RESULTS
MUNICIPAL CANVASSING BOARD

STATE OF FLORIDA
Orange County
City of Winter Garden

We, the undersigned, Kathy Golden, City Clerk and Andy Runs, City Resident, constituting the Board of Municipal Canvassers in and for said City, do hereby certify that we met on the 15th day of March, A.D., 2012, and proceeded publicly to canvass the votes given for the offices and persons herein specified at the City of Winter Garden General Election held on the 13th day of March, A.D., 2012 as shown by the returns on file in the office of the City Clerk. We do hereby certify from said returns as follows:

For City Commissioner, **District 2**, the whole number of votes cast was 423 of which number:
Bob Buchanan received 268 votes
Theo Graham received 155 votes

Duly elected as Commissioner of District 2 BOB BUCHANAN

Of 4,724 registered voters there was a 9.01 percent turnout.

For City Commissioner, **District 3**, the whole number of votes cast was 592 of which number:
Harold L. Boulter received 140 votes
Robert "Bobby" Olszewski received 414 votes
Edward Lee Scott received 38 votes

Duly elected as Commissioner of District 3 ROBERT "BOBBY" OLSZEWSKI

Of 3,887 registered voters there was a 15.25 percent turnout.

For City Commissioner, **District 4**, the whole number of votes cast was 300 of which number:
Colin Sharman received 235 votes
Rosemarie Solomon received 65 votes

Duly elected as Commissioner of District 4 COLIN SHARMAN

Of 5,756 registered voters there was a 5.23 percent turnout.

We certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has reconciled the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the general election.

Kathy Golden
Kathy Golden, City Clerk

Andrew F. Bruns
Andrew Bruns, City Resident

RESOLUTION 12-06

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY WINTER GARDEN, FLORIDA, APPOINTING A
MAYOR PRO-TEM**

WHEREAS, Sec. 2 of the City Charter states that the at the first regular commission meeting after an election, including any runoffs and swearing in of commissioner(s); and

WHEREAS, Sec. 2 of the City Charter also states the commission shall elect from among its members a Mayor Pro-Tem; and

WHEREAS, the Charter also states that the Mayor Pro-Tem shall serve until a successor is elected; and

WHEREAS, a new Mayor Pro-Tem must be appointed;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF WINTER GARDEN, FLORIDA:**

Section 1. That _____ is hereby appointed to serve as Mayor Pro-Tem until the first meeting after the 2014 election has been certified.

Section 2. That this resolution shall be in full force and effect immediately upon its passage and adoption.

This Resolution is duly adopted at a regular meeting of the City Commission of the City of Winter Garden, Florida, held on the 22nd day of March 2012.

APPROVED:

John Rees, Mayor/Commissioner

ATTEST:

Kathy Golden, City Clerk

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Don Cochran, Public Services

Via: City Manager Mike Bollhoefer

Date: March 15, 2012 **Meeting Date:** March 22, 2012

Subject: Approve Resolution # 12-07 Acknowledging to the Florida Department of Transportation the City's Responsibility of the Maintenance of Four (4) Intersections Located on SR50, which have been Upgraded at the Request of the City of Winter Garden.

Issue: The City of Winter Garden has made a request to FDOT to upgrade four (4) intersections on SR50 between SR439 and Avalon Road with stamped colored aggregate infused asphalt. These intersections are located at:

- SR 50 and South Park Avenue
- SR 50 and Winter Garden/Vineland Road (CR535)
- SR50 and 9th Street
- SR50 and Beulah Road

Recommended action:

Approve Resolution # 12-07 Accepting the maintenance responsibility of the intersections located at SR50 and South Park Avenue, Winter Garden/Vineland Road, 9th Street, and Beulah Road.

Attachments/References:

- Resolution # 12-07
- Maintenance Agreement

RESOLUTION #12-07

A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REQUIRING THE CITY OF WINTER GARDEN TO MAINTAIN THE PAVEMENT TREATMENT OF (4) ADDITIONAL INTERSECTIONS IN PERPETUITY, AS STATED IN THE ORIGINAL LOCALLY FUNDED AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE

Whereas, SR50 between SR429 and Avalon Road is currently a state road; and

Whereas, the City of Winter Garden, Florida has planned improvements within these limits; which includes stamped colored aggregate infused asphalt, at the following intersections:

- SR50 and South Park Avenue
- SR50 and Winter Garden/ Vineland Road (CR535)
- SR50 and 9th Street
- SR50 and Beulah Road

Whereas, The Local Government shall be responsible for maintenance of the Pavement Treatment at the additional intersections in perpetuity, as state in the locally fund agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Winter Garden, Florida:

Section 1. The recitations set forth above are true, accurate and correct and are incorporated herein.

Section 2. That this Resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WINTER GARDEN THIS ____ DAY OF _____ 2012.

APPROVED:

John Rees, Mayor

ATTEST:

Kathy Golden, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT
AMENDMENT NUMBER 2

EXECUTION DATE: _____

Financial Management Number: 410983-1-52-01 Agency: City of Winter Garden Contract Number: N/A	Fund: LF Agreement Amount: \$1,118,799.20	Vendor No.: F596000452-007
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The terms of the original Locally Funded Agreement, executed on **June 11, 2009**, are hereby amended as follows:

1) In regards to the ADDITIONAL IMPROVEMENTS, specifically the Pavement Treatment, the DEPARTMENT’S contractor, as requested by the LOCAL GOVERNMENT, has upgraded four (4) additional intersections, which have been changed from the originally planned pavers to stamped, colored aggregate infused asphalt, at the following locations:

- State Road 50 and South Park Avenue
- State Road 50 and Winter Garden/Vineland Road (County Road 535)
- State Road 50 and 9th Street; and
- State Road 50 and Beulah Road

THE LOCAL GOVERNMENT shall be responsible for maintenance of the Pavement Treatment at the additional intersections in perpetuity, as stated in the original Locally Funded Agreement.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

CITY OF WINTER GARDEN

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: John Rees

Name: Frank O’Dea, P.E.

Title: Mayor/Commissioner

Title: Director of Transportation Development

Attest:

Attest:

Kathy Golden, CMC
City Clerk/Administrator

Executive Secretary

Legal Review:

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: **March 14, 2012**

Meeting Date: **March 22, 2012**

Subject: Site Plan
881 9th Street (Budget Auto Parts of Orlando, Inc.)
Parcel ID # 12-22-27-6496-32-025

Issue: The applicant is requesting approval of a site plan for 881 9th Street located between West Colonial Drive and East Story Road on the east side of 9th Street. This approval will allow improvements to the vacant 10.97 +/- acre property for the expansion of the existing business operation on the 7.88 +/- acre site located to the south of the subject property.

Recommended action:

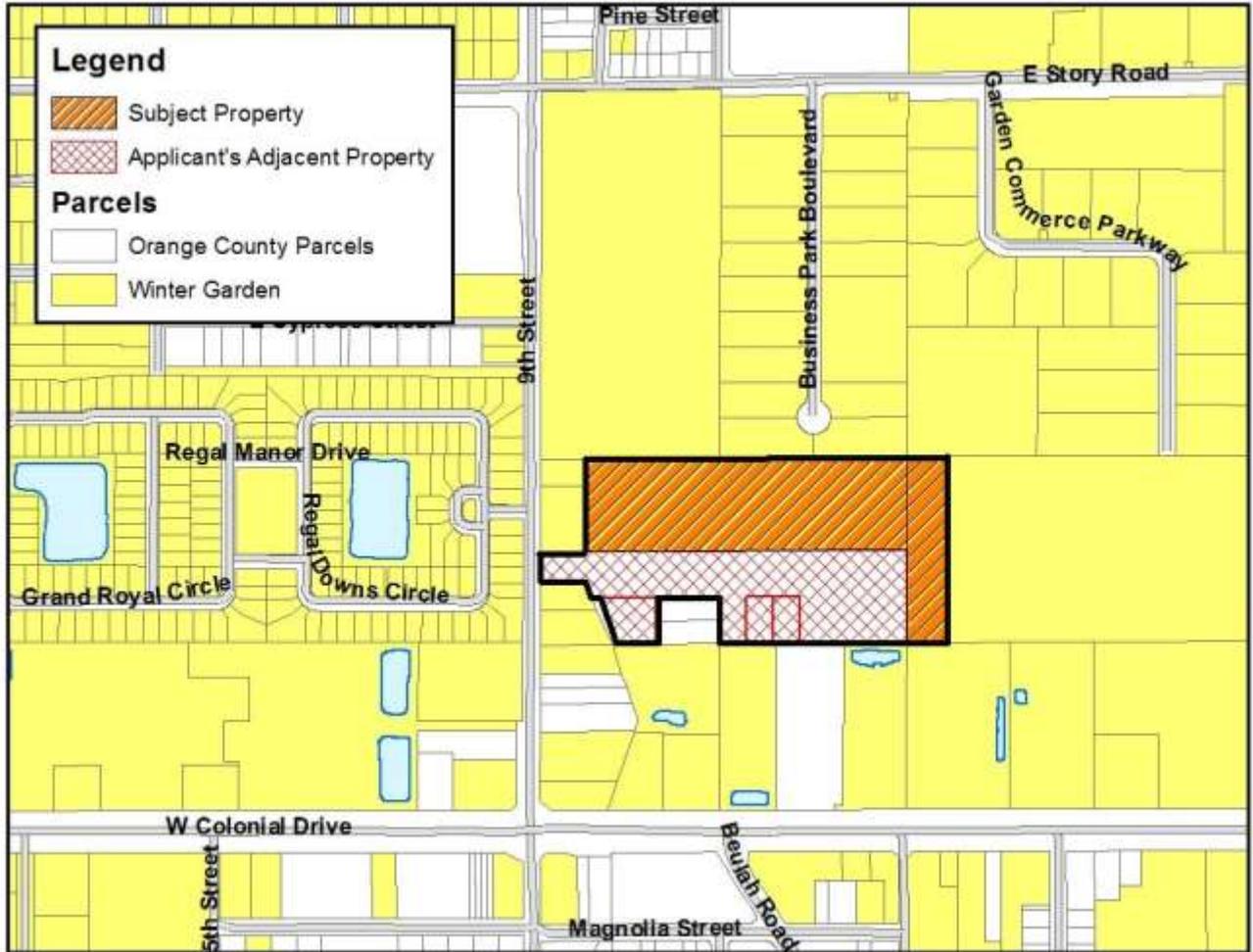
Staff recommends approval of the Site Plan for 881 9th Street with the conditions of the Development Review Committee Memorandum of March 14, 2012.

Attachments:

Location Map
Site Plan
Development Review Committee Memorandum

LOCATION MAP

**881 9TH STREET
BUDGET AUTO PARTS OF ORLANDO, INC**



CONSTRUCTION PLANS

FOR

BUDGET AUTO PARTS OF ORLANDO, INC.

LAND DESCRIPTION

Parcel ID Number: 12-22-27-6496-32-025 & 24-22-27-0000-00-037 Orange County, Florida

DEVELOPER: BUDGET AUTO PARTS OF ORLANDO, INC. (407) 656-4707
881 S. 9TH STREET
WINTER GARDEN, FL. 34787

ENGINEER: JUNE ENGINEERING CONSULTANTS (407) 905-8180
132 W. PLANT STREET, SUITE 200
WINTER GARDEN, FL. 34787

SURVEYOR: BISHMAN SURVEYING & MAPPING, INC. (407) 702-8127
132 W. PLANT STREET, SUITE 210
WINTER GARDEN, FL. 34787

GEOTECHNICAL ENGINEER: YOVAISH ENGINEERING SCIENCES, INC. (407) 774-9383
953 SUNSHINE LANE
ALTAMONTE SPRINGS, FL. 32714

ENVIRONMENTAL CONSULTANT: BIO-TECH CONSULTING, INC. (407) 894-5969
2002 E. ROBINSON STREET
ORLANDO, FL. 32803



Location Map

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF WINTER GARDEN STANDARDS AND SPECIFICATIONS AND TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MOST RECENT EDITIONS.
- ALL DISTURBED AREAS SHALL BE GRASSED UPON COMPLETION OF CONSTRUCTION.
- ALL LANDSCAPING SHALL CONFORM TO THE CITY OF WINTER GARDEN LANDSCAPE CODE, MOST RECENT ADDITION.
- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES.
- THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE OF THE SITE TO THE SPILLWAYS AS INDICATED BY GRADES AND FLOW ARROWS.
- UTILITIES SHOWN WERE LOCATED FROM BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION ALL UTILITY COMPANIES AND FOR THE LOCATION AND PROTECTION OF ALL UTILITIES THAT MAY EXIST.
- EXISTING ZONING OF THE SUBJECT SITE IS I-2 USES.
- THE CONTRACTOR IS RESPONSIBLE TO PROVIDE EROSION AND SEDIMENT CONTROL THROUGHOUT THE CONSTRUCTION PHASE WHICH SHALL INCLUDE, BUT NOT LIMITED TO THE PLACEMENT OF SILT FENCES OR OTHER OTHER SIMILAR STRUCTURES ALONG THE PERIMETER OF THE SITE. THIS WORK SHALL CONFORM TO THE REQUIREMENTS OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AS OUTLINED IN F.D.O.T. STANDARD INDEX #102 & CITY CODE - CHAPTER 106 (STORMWATER). THE CONTRACTOR SHALL PROVIDE AN EROSION PROTECTION PLAN, PRIOR TO PRE-CONSTRUCTION MEETING.
- REMOVE ALL STRIPPINGS AND UNCLASSIFIED MATERIALS OFFSITE AND DISPOSE OF IN LEGAL MANNER.
- FILL TO BE PLACED AND COMPACTED TO A MINIMUM 98% MAXIMUM DENSITY (PER AASHTO T-180). ALL DENSITIES IN UTILITY AND STORM TRENCHES SHALL BE A MIN. OF 98% MAX. DENSITY.
- JUNE ENGINEERING CONSULTANTS, INC. SHALL BE NOTIFIED IMMEDIATELY OF ANY PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
- ALL ASPHALT PAVEMENT SHALL BE GRADED TO OBTAIN A MINIMUM GRADE OF 0.50% AND SHALL DRAIN POSITIVELY TO ALL INLETS OR SPILLWAYS. CONCRETE PAVEMENT AND CURB AND GUTTER SHALL BE GRADED TO OBTAIN A MINIMUM GRADE OF 0.30%.
- CONTRACTOR SHALL PROVIDE AND COORDINATE PLACEMENT OF ANY REQUIRED UNDERGROUND CONDUITS NECESSARY FOR PLACEMENT OF UTILITIES (TELEPHONE, ELECTRIC, CABLE, ETC.) AND THE SPRINKLER SYSTEM.
- CONTRACTOR SHALL PROVIDE JUNE ENGINEERING CONSULTANTS WITH AS-BUILT INFORMATION ON THE FOLLOWING: LOCATIONS AND INVERTS OF ALL UTILITIES AND STORM STRUCTURES; PAVEMENT LOCATIONS AND GRADES; AND POND GRADES SHOWN ON PLANS.
- ELEVATIONS BASED ON ORANGE COUNTY DATUM.
- ALL CONSTRUCTION SHALL CONFORM TO CITY CODE OF ORDINANCES, CHAPTER 78, UTILITIES.
- A PERMANENT BENCHMARK WITHIN PROJECT LIMITS, CERTIFIED TO ORANGE COUNTY DATUM IS REQUIRED UPON COMPLETION.
- THE CONTRACTOR IS RESPONSIBLE FOR THE NOTIFICATION, LOCATION & PROTECTION OF ALL UTILITIES THAT MAY EXIST. WITHIN THE PROJECT LIMITS.
- ALL SANITARY SEWER AND STORM SEWERS SHALL BE VIDEO INSPECTED BEFORE PAVING AND AGAIN PRIOR TO THE END OF THE ONE YEAR WARRANTY PERIOD.
- LIGHTING WILL NOT BE PROVIDED ON THE PROPOSED SITE ADDITION. IF LIGHTING IS PROPOSED IN THE FUTURE, A LIGHTING PLAN MEETING THE DARK SKIES REQUIREMENTS WILL BE PROVIDED TO THE CITY FOR REVIEW AND APPROVAL.
- ALL PROPOSED LANDSCAPING SHALL BE IRRIGATED.
- A TREE REMOVAL PERMIT IS REQUIRED FOR HARDWOOD TREES PRIOR TO REMOVAL.

Utility Companies

Water/Sewer/Reuse Water: City of Winter Garden Utilities Dept. 407-656-4100
300 W. PLANT STREET
Winter Garden, FL. 34787

Telephone: Embarga 407-814-5373
P.O. Box 770339
Winter Garden, FL. 34777-0339

Electric: Progress Energy 407-905-3302
452 E. Crown Point Road
Winter Garden, FL. 34787

Cable: Brighthouse Networks 407-295-9119
3767 All American Blvd.
Orlando, FL. 32810

Stormwater: City of Winter Garden - Public Works 407-656-2256
300 W. PLANT STREET
Winter Garden, FL. 34787

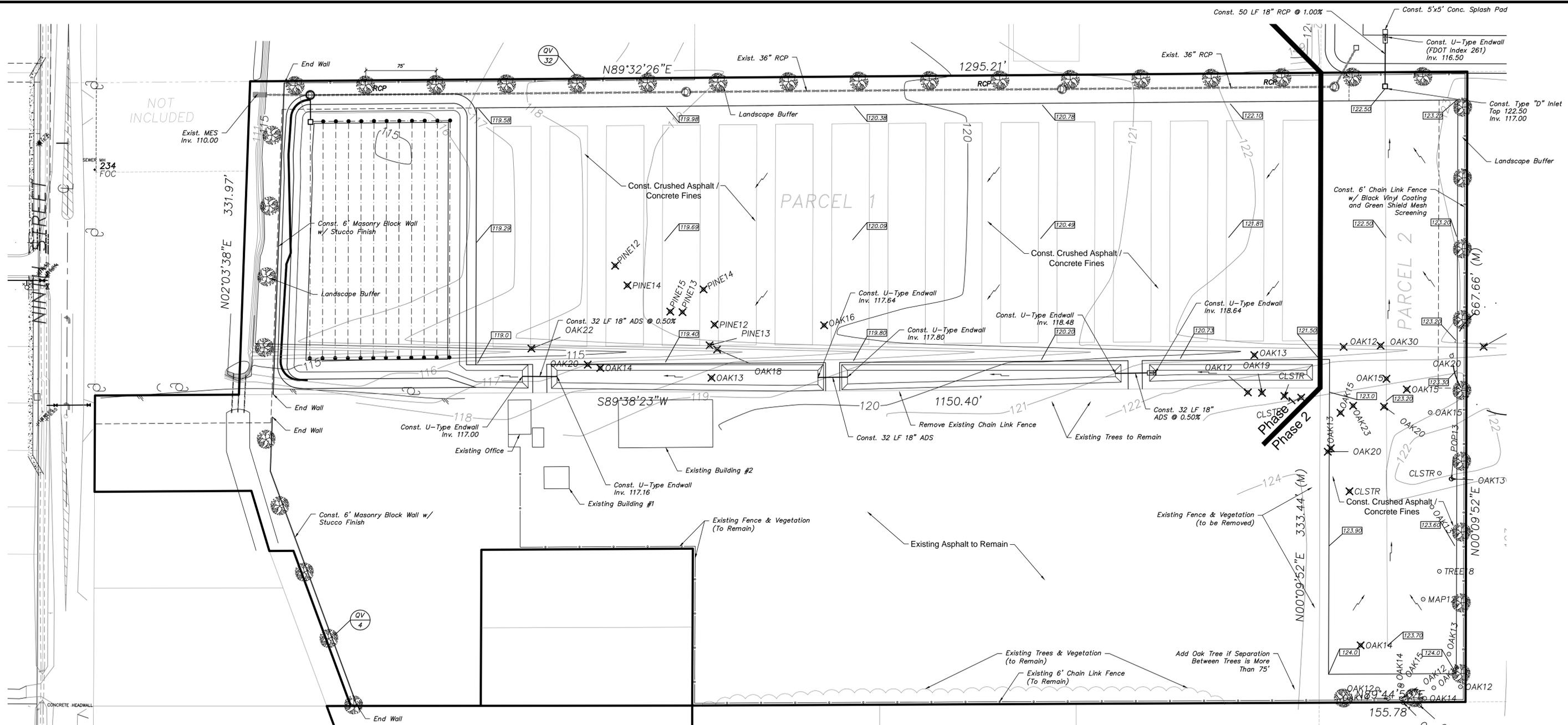
Fire: City of Winter Garden Fire Dept. 407-656-4689
131 E. Palmetto Street
Winter Garden, FL. 34787

Gas: Lake Apopka Natural Gas District 407-656-2734
P.O. Box 771275
Winter Garden, FL. 34777-1275

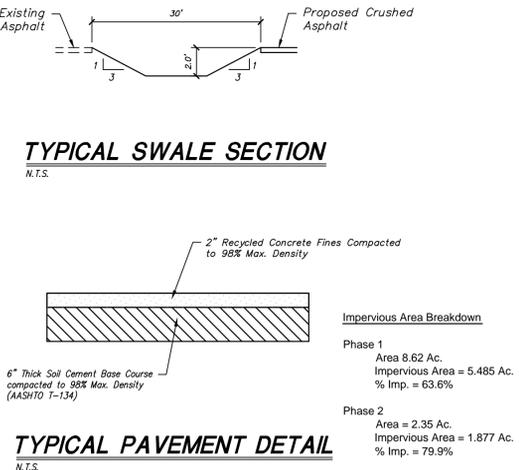
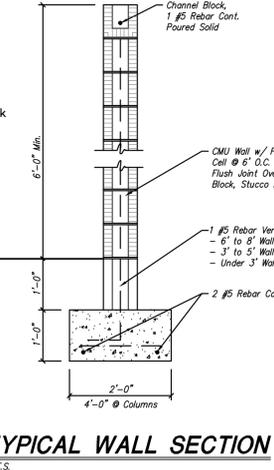
INDEX OF SHEETS	
SHEET TITLE	No.
Cover Sheet	1
Grading & Utilities Plan	2
Erosion Control Plan	3
Pond Details	4

JEC june engineering consultants, inc. 132 W. Plant Street, Suite 200
Winter Garden, FL. 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00008507
Rohland Allen June II PE# 41949

January 10, 2012
Revised March 2, 2012



KEY	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE
QV	Quercus Virginiana	Live Oak	36	10'-12' Ht., 8'-10' Spread 2.5" Caliper DBH, 6' Clear Trunk



Impervious Area Breakdown	
Phase 1	Area = 8.62 Ac. Impervious Area = 5.485 Ac. % Imp. = 63.6%
Phase 2	Area = 2.35 Ac. Impervious Area = 1.877 Ac. % Imp. = 79.9%

DATE	REVISION
2/20/12	City Comments
3/2/12	City Comments

Site Plan
Winter Garden Vehicle Storage

JEC June engineering consultants, inc.
132 W. Plant Street, Suite 200
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00008507

DRAWN BY: CLK
DATE: 5/7/10

CHECKED BY: RAJ
DATE: 5/7/10

SCALE: 1" = 50'

ROHLAND ALLEN JUNE II
PE# 41949

JOB NO.
10-0429
SHEET
2
OF
3

K:\ACTIVE JOBS\0429 Winter Garden Vehicle Storage Construction Plans for Rutherford with Pond.dwg, 3/5/2012 9:47:19 AM

Project Name: Winter Garden Commerce Center - Lots 18-20
 FDEP Project ID #

Site Location:
 S24 T22 R27E and a portion of S12 T22 R27E
 Latitude 28°33'15"N Longitude 81°34'9"W

Site Area: The total site is approximately 11.0 acres of which 11.0 will be disturbed by construction activities.

Owner Name:
 Budget Auto Parts of Orlando, Inc.
 881 S. Ninth Street
 Winter Garden, FL 34787

Contractor Name:

Project Description: Construct infrastructure associated with an industrial/commercial subdivision. Clearing and Grubbing; installing a stabilized construction entrance; perimeter and other erosion and sediment controls; grading; excavation for the stormwater ponds, storm sewer, utilities and building foundations; construction of roads, curbing, sidewalks; preparation for final planting and seeding.

Construction Sequence:
 1. Install stabilized construction entrance.
 2. Clear and Grub for silt fence installation.
 3. Install Silt fence.
 4. Construct Retention ponds/Mass Site Grading.
 5. Install infrastructure - (Storm Sewer, Utilities, Roads, etc.)
 6. Complete final grading and install permanent seeding and plantings.
 7. Remove any accumulated sediment from basin.
 8. When construction activity is complete and the site is stabilized, remove silt fence and reseed/resod any areas disturbed by their removal.

Soil Type: Site is primarily underlain with USDA-SCS Type "C" Soils
 (Ona and Smyrna Fine Sands)

Runoff Coefficient: The final runoff coefficient for the site will be C=0.67

Dewatering Methods: Point well

Receiving Water
 Body: Drainage Ditch

CONTROLS (BMP's)

Erosion and Sediment Controls

Stabilization Practices
 Temporary Stabilization - Top stock piles and disturbed portions of the site where construction activity temporarily ceases for at least 7 days will be stabilized with temporary seed and mulch.

Permanent Stabilization - Disturbed portions of the site where construction activities permanently ceases shall be stabilized with permanent seed and mulch and/or sod no later than 30 days after the last construction activity.

Structural Practices
 Silt Fencing - Will be constructed around the perimeter of the site as indicated on the overall plans of the construction plans.

Retention Pond/
 Sediment Basin - Will be constructed with the site grading. Once construction activities are nearly complete, the accumulated sediment will be removed from the basin.

Other Controls

Waste Disposal
 Waste Materials - All waste materials will be collected and stored in a dumpster or as required by the City of Ocoee. All trash and debris from the site will be stored in the dumpster.

Hazardous Waste - All hazardous waste materials will be disposed of in the manner specified by local or state regulation or by the manufacturer.

Sanitary Waste - All sanitary waste will be collected from the portable units as per the requirement of the City of Ocoee.

Offsite Vehicle Tracking
 A stabilized construction entrance has been provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept as necessary to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

TIMING OF CONTROLS/MEASURES

As indicated in the Sequence of Major Activities, the silt fence, stabilized construction entrance will be constructed prior to clearing or grading of any other portions of the site. Areas where construction activity temporarily ceases for more than 7 days will be stabilized with a temporary seed and mulch. Once construction activity ceases permanently in an area, that area will be stabilized with permanent seed and mulch and/or sod. After the entire site is stabilized, the accumulated sediment will be removed from the retention ponds and along the silt fence.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The storm water pollution prevention plan reflects the City of Ocoee, Orange County, St. Johns River Water Management District, Florida Department of Environmental Protection and the U.S. Environmental Protection Agency requirements for storm water management and erosion and sediment control.

MAINTENANCE/INSPECTION PROCEDURES

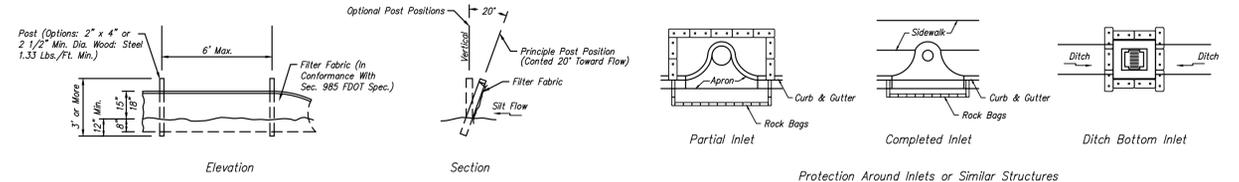
These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls.
 - All control measures will be inspected at least once each week and following any storm event of 0.5 inches or greater. A rain gauge will be on site to measure rainfall amounts.
 - All measures will be maintained in good working order; if repair is necessary, it will be initiated within 24 hours of the report.
 - Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
 - 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.
 - The retention ponds/sediment basins will be inspected, and sediment will be removed at the end of the job.
 - Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.

It is expected that the following non-stormwater discharges will occur from the site during construction:
 - Water from flushing of the water lines.
 - Water from the washing of the pavement (where no spills or leaks of toxic or hazardous materials have occurred).
 - Uncontaminated groundwater (from dewatering excavation)
 All non-storm water discharges will be directed to the sediment basin prior to discharge.

INVENTORY FOR POLLUTION PREVENTION PLAN

The materials or substances listed below are expected to be present onsite during construction:
 - Concrete
 - Asphalt
 - Wood
 - Masonry Block
 - Roofing Shingles
 - Petroleum Based Products
 - Fertilizers
 - Cleaning Solvents
 - Paints (Enamel and Latex)
 - Metal Studs
 - Detergents

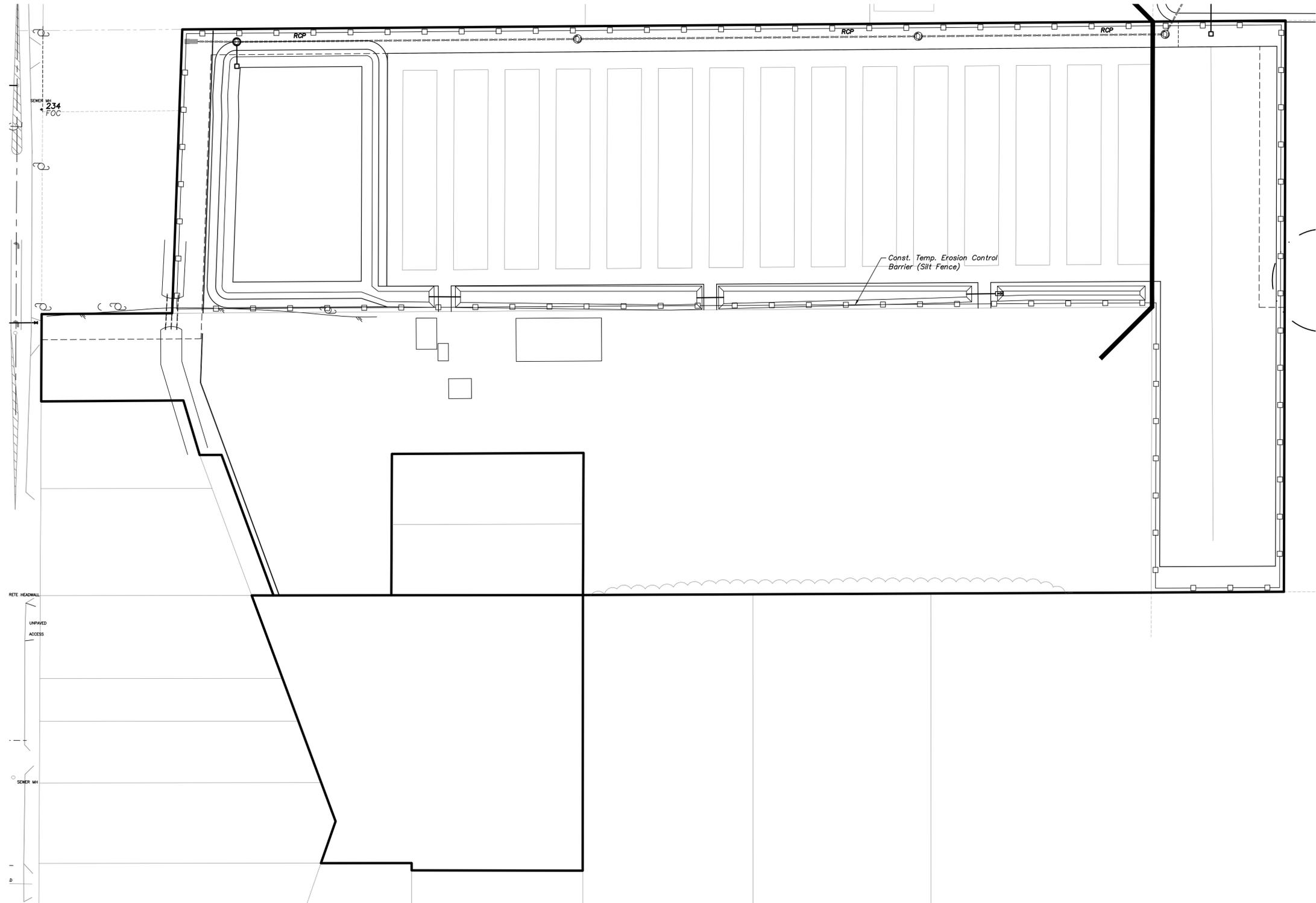
CONTRACTOR IS RESPONSIBLE FOR INSTALLING ANY ADDITIONAL EROSION CONTROL IF IT BECOMES NECESSARY TO MEET STATE AND LOCAL STANDARDS.



Note: Silt Fence to be Paid for Under the Contract Unit Price for Staked Silt Fence (LF).

TYPE III SILT FENCE
 N.T.S.

(Per F.D.O.T. Index No. 102)
EROSION PROTECTION DETAILS
 N.T.S.



DATE	REVISION
2/20/12	City Comments
3/2/12	City Comments

Erosion Control Plan
 Winter Garden Vehicle Storage

JEC June engineering consultants, inc.
 132 W. Plant Street, Suite 200
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232

Certificate of Authorization #00008507

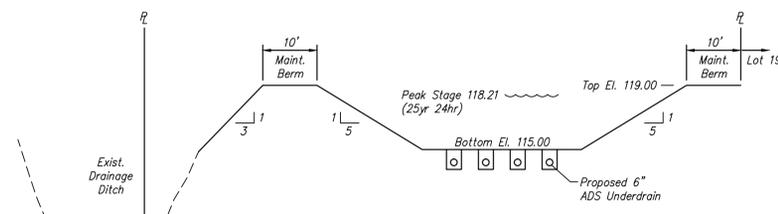
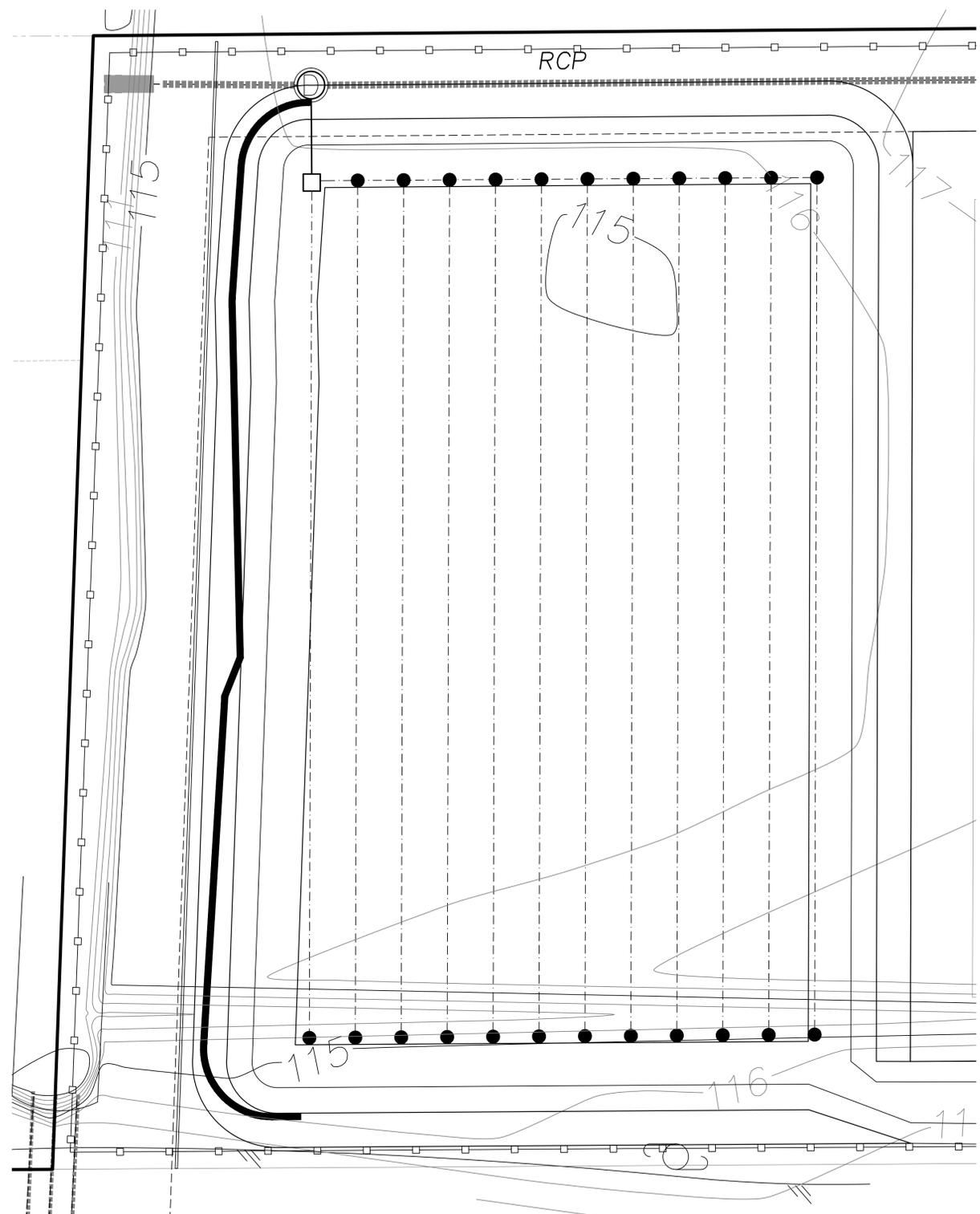
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 DATE: 5/7/10

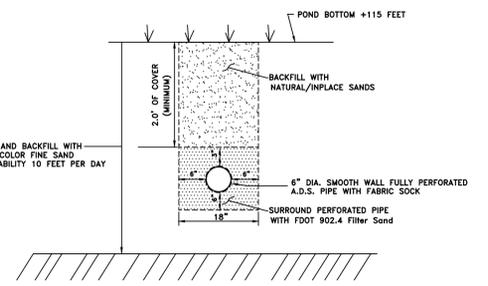
SCALE
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ROHLAND ALLEN JUNE II
 PE# 41949

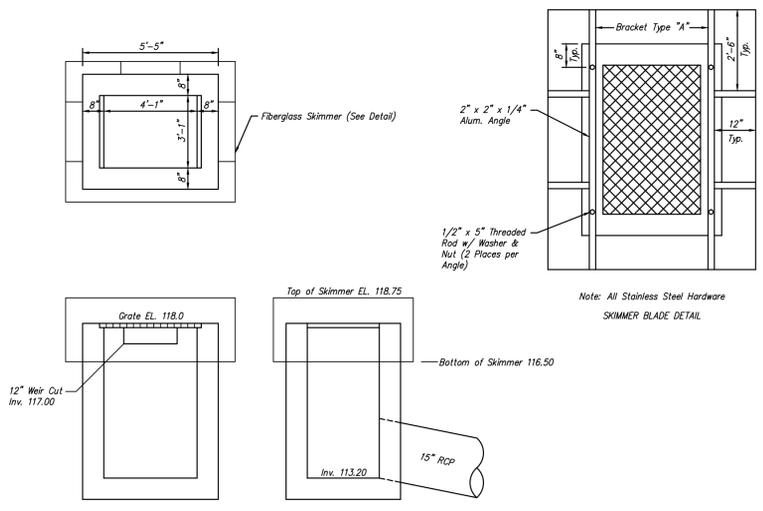
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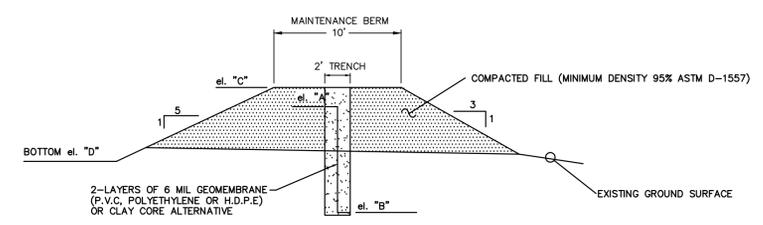
(Pond "B")
TYPICAL DRY POND SECTION
N.T.S.



TYPICAL CROSS-SECTION POND "B" UNDERDRAIN
NOT TO SCALE



(Type "D" Inlet)
DISCHARGE STRUCTURE #2
N.T.S.



TYPICAL CROSS-SECTION VERTICAL IMPERVIOUS BARRIER
NOT TO SCALE

Pond Elevations		
EL.	Pond A	Pond B
A	118.5	118.0
B	118.5	118.0
C	118.5	119.0
D	116.5	115.0

DATE	REVISION

Pond Details
Winter Garden Vehicle Storage

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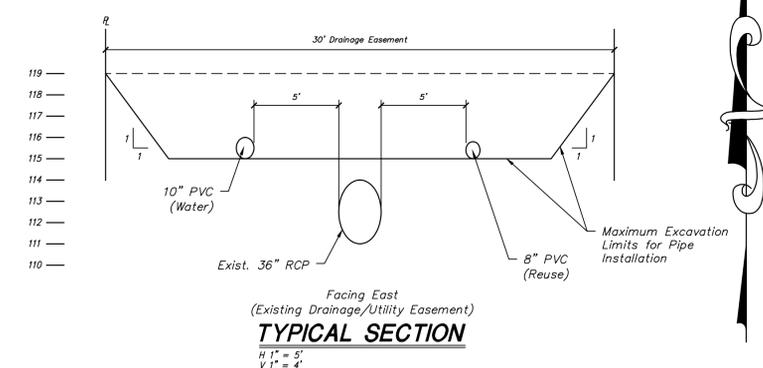
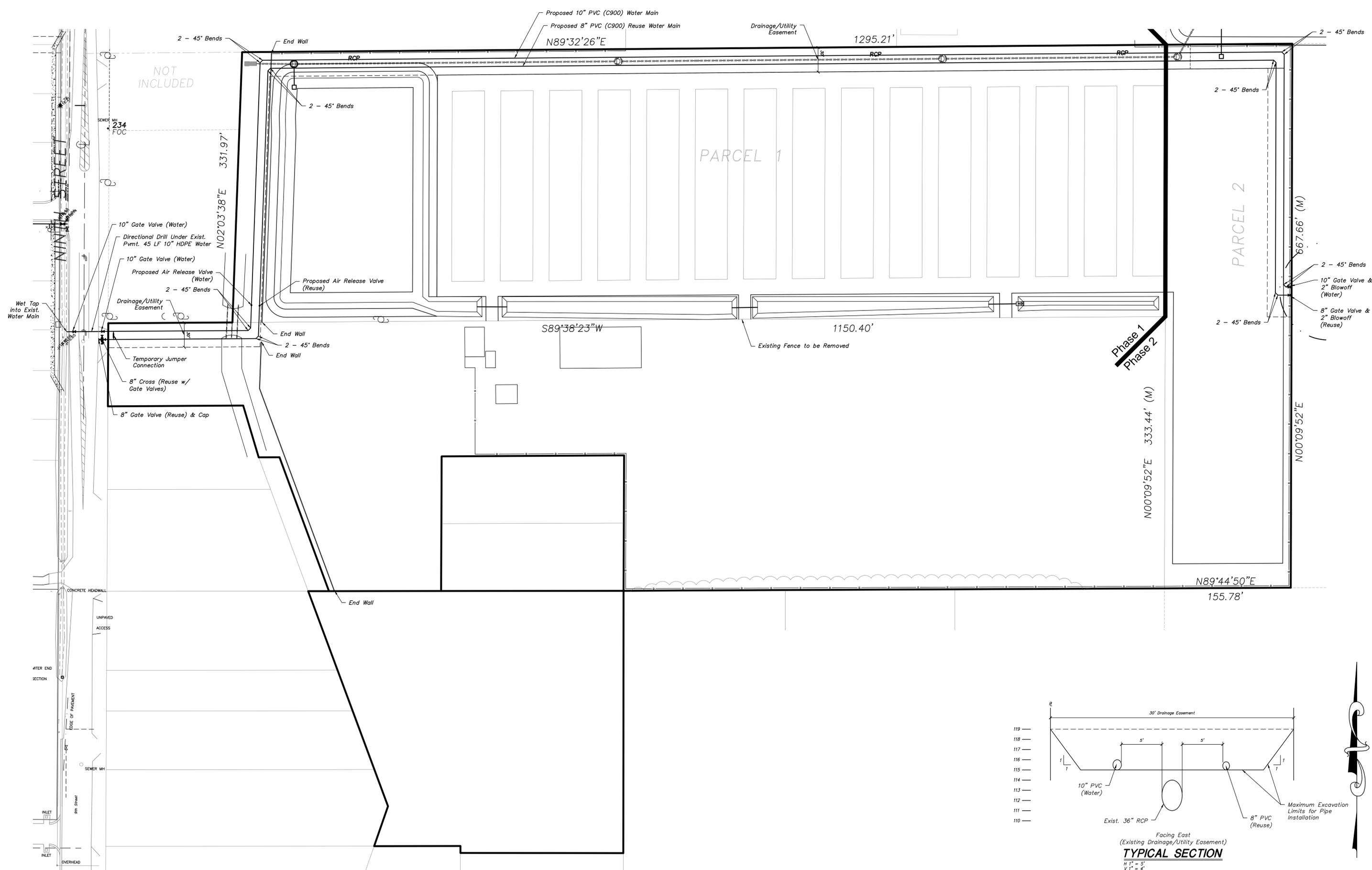
Certificate of Authorization #00008507

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DATE: 5/7/10 DATE: 5/7/10

ROHLAND ALLEN JUNE II
PE# 41949

JOB NO.
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K:\ACTIVE JOBS\0429 Winter Garden Vehicle Storage Construction Plans for Rutherford with Pond.dwg, 3/5/2012 9:47:21 AM



DATE	REVISION
2/20/12	City Comments
3/2/12	City Comments

Utility Exhibit
Winter Garden Vehicle Storage

JEC june engineering consultants, inc.
132 W. Plant Street, Suite 200
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00008507

DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 50'
DATE: 5/7/10 DATE: 5/7/10

ROHLAND ALLEN JUNE II
PE# 41949

JOB NO.
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CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

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

MEMORANDUM

TO: CITY COMMISSION
MIKE BOLLHOEFER, CITY MANAGER

FROM: DEVELOPMENT REVIEW COMMITTEE

DATE: MARCH 14, 2012

SUBJECT: BUDGET AUTO PARTS OF ORLANDO, INC
881 9TH STREET – COMMERCIAL SITE PLAN

The Development Review Committee has reviewed the Site Plan dated 3/05/2012 for compliance with the City's site and stormwater requirements. These plans were submitted in response to our comments of 2/27/2012, DRC meeting of 2/29/2012, and previous meetings with the Design Engineer and Owner. We recommend approval subject to the following conditions and comments:

1. Provide current stormwater permit from SJRWMD, including a modification for the proposed construction on Parcels 2 & 4. Response indicates the permit modification has been applied for (Parcel 4); No work shall be performed on the site until the SJRWMD permit is approved. NPDES NOI is also required since the disturbed area is over 1.0 acre.
2. No work will be allowed in Phase 2 (Parcel 2) shown to drain to the existing pond, Tract "A", until approval and possibly easements have been granted by the Phase 1 Property Owners Association and SJRWMD.
3. Since this property is part of the approved master plan for Winter Garden Commerce Center, commitments for extension of utilities shall be provided via a Developers Agreement or other instrument suitable to the City's Attorneys. This shall include granting of utility and drainage easements and timelines on when the utilities will be constructed.
4. The Winter Garden Commerce Center master plan shows a cul-de-sac terminating between Parcel 2 and Parcel 4. The Developers Agreement mentioned above shall include provisions for future connection to this road.
5. Prior to construction, provide copy of the recorded drainage and utility easement for the existing storm pipe that runs along the north side of the project.
6. Pursuant to the City's Codes, on-site and street lighting shall be provided (meeting dark skies requirements).
7. As discussed at the 2/15/12 DRC meeting, Fire Marshall shall review and approve the proposed site for fire protection and access.
8. In addition to all other permitting requirements, the following items will require building permits: tree removal; fence; wall; signage.
9. Sheet 2 of the Site Plan dated 3/5/2012 identifies the location of the 6 foot tall chain link fence with black vinyl coating and green shield mesh screening. The use of green shield mesh screening is permitted with the condition that it be installed tightly against the chain link fence with no drooping, sagging, or flapping materials and shall be maintained to equal standard. Should the green shield mesh screening fall into disrepair, or be found in an improper or unrepaired state, then the City may require that the property owner install slats into the fence to ensure that an opaque visual screen is maintained.

(see page 2)

STANDARD GENERAL CONDITIONS

10. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
11. All work shall conform to City of Winter Garden standards and specifications.
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 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 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 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.
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.

END OF MEMORANDUM

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: **March 19, 2012**

Meeting Date: **March 22, 2012**

Subject: Developers Agreement
720 - Roper Road (**Serenades by Sonata**)
Parcel ID # 35-22-27-0000-00-001

Issue: The applicant is requesting approval of a Developers Agreement for 720 Roper Road, the project is known as Serenades by Sonata.

Recommended action:

Staff recommends approval of the Developers Agreement for 720 Roper Road (Serenades by Sonata).

Attachments/References:

Developers Agreement

Prepared by:
Account No. 802
Thomas R. Sullivan, Esquire
Lowndes, Drosdick, Doster, Kantor
& Reed, P.A.
Post Office Box 2809
Orlando, Florida 32802-2809

After Recording Return to:
Daniel W. Langley, Esquire
Fishback Domnick
1947 Lee Road
Winter Park, Florida 32789

**SERENADES BY SONATA
DEVELOPER'S AGREEMENT**

This **DEVELOPER'S AGREEMENT** (hereinafter, the "Agreement") is made and entered into this ___ day of _____, 2012, by and between the **CITY OF WINTER GARDEN**, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), whose address is 300 West Plant Street, Winter Garden, Florida 34787, **JOHN M. NABERS** (the "Owner") and **SONATA HEALTH CARE, LLC**, a Florida limited liability company (the "Developer"), whose address is 301 East Pine Street, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, the Developer is the contract purchaser of certain real property located on the northwest corner of Roper Road and Daniels Road in Winter Garden, Florida, more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Owner is the fee simple owner of the Property and has given Developer a limited power of attorney to seek and obtain development orders and approvals for the Property; and

WHEREAS, Owner hereby joins into and consents to this Agreement and agrees that this Agreement is binding upon the Property; and

WHEREAS, on December 8, 2011, the City of Winter Garden City Commission adopted Ordinance Number 11-36 (Serenades By Sonata PUD) rezoning the Property from City R-1 to City PUD subject to certain terms and conditions (the "PUD Ordinance"); and

WHEREAS, the Owner and Developer shall comply with all provisions of the PUD Ordinance; and

WHEREAS, the PUD Ordinance required, among other things, that all development on the Property substantially conform to the Serenades by Sonata PUD Plan (the "Concept Plan") attached thereto; and

WHEREAS, the PUD Ordinance further provided that a Development Agreement addressing certain items be approved and recorded prior to approval of any site or building permits for the Property; and

WHEREAS, pursuant to the Code of Ordinances and the PUD Ordinance, Developer is required to cause the installation, construction and extension of all public utility mainlines and other infrastructure to adequately serve the Project and the development of the Property based on minimum design requirements established by the City; and

WHEREAS, the purpose of this Agreement is to set forth the understanding and agreement of the parties with respect to the foregoing matters.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Developer and the Owner agree as follows:

1. **Recitals**. The foregoing recitals are true and correct, are incorporated herein by this reference, and form a material part of this Agreement.

2. **Project Phasing/Cross Access**. Consistent with the PUD Ordinance and Concept Plan, the first phase of development shall be a +/- 37,400 s.f., 45 unit, 56 bed Memory Care/Nursing Home Facility to be constructed on the Serenades PUD Area (the "Memory Care Facility"). The second phase of development shall consist of a Memory Care/Nursing Home Facility, Independent Living Facility, Assisted Living Facility, Hospice and/or Medical Office on the Future PUD Area. Each phase of development of the Property shall operate as an individual unit such that each particular phase stands alone in the event that no other phase is developed. Prior to the issuance of any building permits for the Future PUD Area, cross access between the Future PUD Area and the Memory Care Facility shall be established by legally binding recorded easements running with the land in a form acceptable to the City and provide that such cross access shall not be eliminated or restricted without the City's prior written approval.

3. **Access**. Transportation access shall be provided to the Property in the form of a driveway access point on Roper Road as depicted on the Concept Plan (the "Access Point"). In the event that Roper Road is realigned and extended adjacent to the Property's northern boundary in the future, an additional Access Point shall be provided on the Property's northern boundary consistent with such realignment. All costs directly related to the future additional access point shall be borne by the Developer and Owner. No additional curb-cuts on Daniels Road shall be provided benefiting the Property.

4. **Utilities**. In accordance with Section 78-2, City of Winter Garden Code of Ordinances and other applicable ordinances and regulations, as part of the Developer's construction of the site infrastructure for the Memory Care Facility, the Developer, at its expense, shall diligently pursue the design, permitting, installation and construction of all necessary utility lines (water, sewer and reclaimed water) to be extended from their current terminus to the Property ("Utility Lines"). As part of the Utility Lines installation, the Developer, or the Developer's designee, is responsible for the notification, location and protection of all utilities that may exist within the rights-of-way and Property. Said Utility Lines shall be designed, permitted, installed and constructed in accordance with the City's ordinances, regulations,

policies and requirements and in accordance with utilities plans approved by the City, a copy of which will, upon approval, be retained by the City's Public Services Director. Developer shall control all aspects of the construction and installation of the Utility Lines and shall select and hire any independent contractors to complete the work as it shall determine.

The City shall have final approval of all plans, calculations, designs, locations and specifications for the Utility Lines. The Developer acknowledges and agrees that its design, permitting, installation and construction of the Utility Lines are proportionate to the impacts of the development of the Property and that such improvements provide a direct benefit to the Property.

Upon completion of the Utility Lines, the Developer shall have the City Engineer inspect such improvements, obtain a certificate of completion from the City Engineer for such improvements and as a condition precedent to receiving a certificate of completion Developer shall execute and deliver to the City: (i) invoices for construction costs of the Utility Lines, (ii) a 1 year maintenance bond or irrevocable letter of credit in amount equal to 20 percent of the Utility Lines construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney; (iii) the design engineer of record certification to the City that the Utility Lines have been completed in accordance with approved designed plan, (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment with warranties for the Utility Lines, and (v) utility easements granted to the City over, under and through the Property concerning the Utility Lines, in dimensions and form acceptable to the City Engineer and City Attorney. The Utility Lines shall be deemed completed upon Developer satisfying all of the conditions of this paragraph 4 ("Utility Lines Completion"). No certificates of occupancy shall be issued for any part of the Property until the occurrence of the Utility Lines Completion.

The proposed sanitary sewer system shall be designed to show a future connection from the Future PUD Area, including ensuring that the lift station design accommodates the future flow. With the exception of the courtyard area for the Memory Care Facility, all irrigation on the Property shall be designed to be supplied by reclaimed water. Once sufficient reclaimed water becomes available to the Property as determined by the City, the Developer agrees to accept all flows to the Property in an amount as determined by the City which amount will vary, all subject to City Code and City Engineer review and approval.

5. **Roper Road Extension.** The City may pursue, in whole or part, the extension of Roper Road ("Roper Road Extension") along the northern portion of Property. On or before sixty (60) days following receipt of a written request by the City or prior to the issuance of building permit(s) for the development of the Future PUD Area, whichever occurs first, the Developer (or the then current owner of the Right-of-Way Property (as hereafter defined)) shall convey to the City in fee simple an area thirty (30) feet in width running along the entire northernmost edge of the Property as generally depicted on Exhibit "B" attached hereto and incorporated herein by reference (the "Right-of-Way Property"). The conveyance of the Right-of-Way Property shall be performed in the manner prescribed in paragraph 6 of this Agreement. Provided however, if the City determines in its reasonable discretion that it does not desire to pursue the Roper Road Extension, then the City will provide Developer written notice of such determination and release

Developer's obligation to convey the Right of Way Property and thereafter, the terms and conditions of paragraphs 5 and 6 of this Agreement shall no longer be of any force or effect.

6. **Conveyance of Right-of-Way.** The Owner or Developer shall convey or cause to be conveyed the Right-of-Way Property to the City by special warranty deed, free and clear of all liens and encumbrances except for those matters acceptable to the City. The form of special warranty deed shall be subject to the approval of the City and the then current owner of the Right-of-Way Property. The Developer shall, prior to the conveyance of the Right-of-Way Property to the City, provide to the City a boundary survey of the Right-of-Way Property certified to the City and a current attorney's opinion of title or a current title commitment to be followed by a policy of title insurance, evidencing that fee simple title to the Right-of-Way Property is free and clear of all liens and encumbrances except for those matters acceptable to the City. The cost and expenses related to the conveyance of the Right-of-Way Property including the cost of title work and survey shall be borne solely by the Developer. Real property taxes on the Right-of-Way Property shall be prorated as of the day before the City's acceptance of the conveyance of the same, and the prorated amount of such real property taxes attributable to the Developer shall be paid and escrowed by the Developer in accordance with the provisions of Section 196.295, Florida Statutes; provided, however, that if the conveyance occurs between November 1 and December 31, then Developer shall be responsible for real property taxes for the entire year. Owner and Developer shall comply with the disclosure requirements of Section 286.23, Florida Statutes, with respect to the conveyance of the Right-of-Way Property to the City.

7. **Stormwater and Drainage.** The Developer shall provide stormwater retention to accommodate the 100 year, 24 hour storm event, or volumetric pre-post 25 year, 96 hour storm event. In connection with stormwater and drainage matters, the Developer shall coordinate site design, to the extent practicable, with the development plans for the adjoining property to the north. No fill or runoff shall be discharged onto adjacent properties, and existing drainage patterns shall not be altered.

8. **Design Standards and Signage.** The design standards and signage applicable to the Serenades PUD Area shall be consistent with the PUD Ordinance and Concept Plan and as approved by development orders and permits issued by the City.

9. **Impact Fees.**

(a) **Transportation Impact Fees.** With the exception of transportation impact fees associated with the 37,400 square foot square foot Memory Care Facility developed on the Serenades PUD Area identified by the PUD Ordinance, transportation impact fees shall be paid at rates applicable within the City at the time of building permit issuance. Based on an alternative impact fee study and consistent with the PUD Ordinance, the applicable road impact fee is \$71,161.20 with respect to the 37,400 square foot Memory Care Facility on Serenades PUD Area. However, two (2) years after the issuance of the certificate of occupancy for and commencing operation of the Memory Care Facility on the Serenades PUD Area, the City shall have the right to review traffic count data prepared by a certified transportation engineer for such facility to determine if the alternative impact fee study correctly measured the impact of the facility. If the review of such traffic count data shows that the alternative impact fee study underestimated the

impact of the facility on the public roads and transportation system, the City shall have the right to require the Developer to make an additional true-up payment of road impact fees representing the difference between the fees already paid and the amount of fees owed based upon the subsequent traffic count data to compensate for the impact. The additional true-up payment shall be paid by Developer (or then current owner of the Property) within thirty (30) days from receipt of an invoice from the City.

(b) Water and Sewer Impact Fees. One hundred percent (100%) of the total water and sewer impact fees for each Phase shall be paid by Developer prior to submittal of a Florida Department of Environmental Protection ("FDEP") permit application and City execution of same.

(c) Police and Fire Services Impact Fees. Applicants for building permits within the Property shall comply with the City Code, as it may from time to time be amended, imposing impact fees for police and fire services. In addition, impact fees, which may be adopted in the future or which currently exist, applicable to the development of the Property, will be paid consistent with the applicable adopted ordinance or inter-local agreement at time of building permit issuance.

(d) The impact fee determination of subparagraphs (a) through (c) above shall be determined pursuant to City Code as such may be amended from time to time. The Owner and Developer shall not receive any compensation or impact fee credits for the obligations of Owner and Developer provided in the PUD Ordinance and this Agreement including without limitation, for the Right-of-Way Property conveyance and installation of Utility Lines.

10. Further Assurances. In addition to those acts hereinabove stated in this Agreement to be performed by each party, the City and the Developer each also hereby agree to perform or cause to be performed such other and further acts as may be reasonably necessary or required of it in order to implement the provisions of this Agreement, including the execution and/or recordation of further documents or instruments.

11. Force Majeure. The parties shall use reasonable diligence to ultimately fulfill the intent of this Agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to Acts of God, or of the public enemy, acts of other governments in their sovereign or contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

12. Notices. Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, notice shall be sent to:

If to City:

City of Winter Garden
Attn: City Manager
300 West Plant Street

With a copy to: Winter Garden, Florida 34787
City of Winter Garden
Attn: City Attorney
300 West Plant Street
Winter Garden, Florida 34787

If to Developer: Sonata Health Care, LLC
c/o Mr. Stuart J. Beebe
301 East Pine Street, Suite 730
Orlando, Florida 32801

If to Owner: John M. Nabers
628 Highland Avenue
Windermere, FL 34786

With a copy to: Thomas R. Sullivan, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

14. **City's Obligation.** This Agreement shall not be deemed to pledge the credit of the City nor to make the City a co-venturer or partner of Owner or Developer.

15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties, and shall run with the Property. Owner represents and warrants to City that Owner is the fee simple owner of the Property, free and clear of any encumbrances including but not limited to mortgages, liens or easements, or, in the event an encumbrance exists, Owner, at Owner and Developer's cost, shall obtain the necessary joinders and consents and subordinations to this Agreement (and documents called for herein) or releases from the appropriate parties with an interest in the Property. Upon request by the City, Developer shall provide to City, certified surveys, title reports or other documents evidencing said ownership interest. If the Developer does not acquire fee simple ownership of the Property, Owner and its successors and assigns shall perform or cause the performance of all duties and obligations of the Developer herein.

16. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Owner, Developer and the City and their respective successors in interest and title. No right or cause of action shall accrue under or by reason of this Agreement to or for the benefit of any third party. Nothing contained in this Agreement, whether expressed or implied, is intended, nor shall be construed, to confer upon or give to any person or entity not a party hereto any right, remedy or claim under or by reason of this Agreement or any particular term, provision or condition of this Agreement other than Owner, Developer and the City and their respective successors in interest and title.

17. **Applicable Law/Venue/Remedies.** This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be in Orange County, Florida. Each party shall bear its own costs and fees.

18. **Time is of the Essence.** Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

19. **Non-Waiver.** No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

20. **Severability.** If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

21. **Construction.** This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that each played an equal part in drafting this Agreement. Capitalized terms contained herein shall have no more force or effect than uncapitalized terms. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

22. **Local Development Approvals and Permits.** Notwithstanding anything herein to the contrary, all development of the Property and Project shall be in compliance with all applicable federal, state, county and municipal laws and ordinances, rules and regulations

(including, but not limited to, the City's land development regulations, zoning requirements and comprehensive plan). Unless expressly authorized or granted herein, nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, final site plan, preliminary subdivision plan, final subdivision plan, building permit, grading, stormwater drainage, engineering, or any other land use or development approval. Nor shall this Agreement be deemed to reduce, eliminate, derogate from or otherwise adversely affect any such approvals, permissions or rights. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City's Code of Ordinances and subject to any conditions of approval thereof. Nothing in this Agreement shall constitute or be deemed to constitute a limitation, restriction or any other type of waiver of Developer's right or ability to seek a rezoning, comprehensive plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval.

23. **Indemnity.** Owner and Developer hereby indemnifies and holds City and its elected and appointed officials, employees and agents harmless from and against any and all claims, disputes, lawsuits, injuries, damages, attorneys' fees (including trial and appellate fees), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to the Developer's and its officers', employees' and agents' acts, omissions, negligence, misrepresentation and default under this Agreement, or any combination thereof, arising from or related to the Developer's exercise of (or failure to exercise) the rights or obligations of the Owner and Developer under this Agreement and for the risk assumed by Owner and Developer under this Agreement.

24. **Breach.** In the event of a breach, default, or violation of one or more of the provisions herein by the Owner, Developer or the City, the violating party shall be given ten (10) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period or good faith efforts are not being used to cure such violation, the City, Owner or the Developer, as the case may be, shall have the right to pursue any and all legal and equitable remedies available provided by law. Notwithstanding the foregoing, the City shall be permitted to without notice immediately withhold the issuance of certificates of occupancy or building permits associated with the Property and Project in the event Owner or Developer is in violation of any provision of this Agreement. In addition to any of the above stated remedies, in the event the Owner or Developer fails to timely complete the Utility Lines or any portion thereof, the City may record a Notice of Lien against the Property in an amount equal to the design, permitting, installation and construction costs of such improvements (less City's share of such improvements provided herein). In addition, if Developer fails to timely pay the City any monies due pursuant to this Agreement, the City may record a Notice of Lien against the Property in the amount owed to the City. A copy of such Notice of Lien shall also be delivered to Developer in the same manner as required under this Agreement for delivery of written notices. The recorded Notice of Lien shall constitute a lien upon the Property and the lien may be foreclosed upon for the benefit of the City any time after ten (10) days after the Notice of Lien has been recorded in the public records. The City may foreclose the lien in accordance with the procedures established in Section 702.10, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. The Owner and Developer may obtain a release from the lien by paying the amount stated in the lien,

plus accrued interest of eighteen percent per annum, plus attorney's fees and costs incurred by the City in filing and collecting upon the lien.

25. **Reimbursement.** On or before thirty (30) days after the date of invoicing, Developer shall reimburse the City for the City's engineer and attorney fees for negotiations, inspections, conferences, title issues, meetings, reviews, drafting of this Agreement and other matters relating to this Agreement and development reviews concerning the Property.

26. **Recordation of Agreement.** An executed original of this Agreement shall be recorded by Developer, at Developer's expense, among the Public Records of Orange County, Florida.

CITY

Attest:

CITY OF WINTER GARDEN, FLORIDA

Kathy Golden, City Clerk

JOHN REES, Mayor/Commissioner

State of Florida)
County of Orange)

The foregoing instrument was acknowledged before me this ___ day of _____, 2012, by John Rees, as Mayor of the City of Winter Garden, Florida, and who has acknowledged that he executed the same on behalf of the City of Winter Garden, Florida and that he was authorized to do so. Who is personally known to me or has produced _____ as identification.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public, State of Florida
Printed Name:_____

(Notarial Seal)

WITNESSES

Signed, sealed and delivered
in the presence of:

Print: _____

Print: _____

DEVELOPER

SONATA HEALTH CARE, LLC, a Florida limited
liability company

By: _____
Stuart J. Beebe, its President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2012
by **STUART J. BEEBE**, as President of **SONATA HEALTH CARE, LLC**, a Florida limited
liability company, on behalf of the company. He is personally known to me or has produced
_____ as identification.

Notary Public; State of Florida
Print: _____
My Commission Expires:

(NOTARY SEAL)

WITNESSES

OWNER

Signed, sealed and delivered
in the presence of:

Print:_____

JOHN M. NABERS

Print:_____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2012
by **JOHN M. NABERS**. He is personally known to me or has produced
_____ as identification.

Notary Public; State of Florida
Print:_____
My Commission Expires:_____

(NOTARY SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

The North 1/2 of Northeast 1/4 of Northwest 1/4 of Section 35, Township 22 South, Range 27 East (less Road Right of Ways) and that part of South 1/2 of Northeast 1/4 of Northwest 1/4 of Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Public Records of Orange County, Florida, lying East of State Road.

and

A portion of Section 35, Township 22 South, Range 27 East, Orange County, Florida; being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 35; thence run South 00 degrees 48 minutes 20 seconds East, along the West line of the Northeast 1/4 of said Section 35, a distance of 506.15 feet; thence departing along the West line of the Northeast 1/4 of said Section 35; run North 89 degrees 11 minutes 40 seconds East, a distance of 30.00 feet to a point on the East line of a 30.00 foot wide Right-of-Way Agreement as recorded in Official Records Book 516, Page 317, Public Records of Orange County, Florida, for the POINT OF BEGINNING; said point also being on a non-tangent curve, concave Northeasterly, having a radius of 1260.00 feet and a central angle of 04 degrees 10 minutes 32 seconds; thence, on a chord bearing of South 24 degrees 43 minutes 17 seconds East, run 91.82 feet along the arc of said curve to the point of reverse curvature with a curve, concave Northwesterly, having a radius of 25.00 feet and a central angle of 87 degrees 32 minutes 48 seconds; thence run Southwesterly, along the arc of said curve, a distance of 38.20 feet to the point of tangency thereof; thence run South 60 degrees 44 minutes 16 seconds West, a distance of 30.32 feet to a point on the East line of the aforementioned 30.00 foot wide Right-of-Way Agreement; thence run North 00 degrees 48 minutes 20 seconds West, along the East line of said wide Right-of-Way Agreement, a distance of 131.31 feet to the POINT OF BEGINNING.

TOGETHER WITH:

That portion of the vacated Right of Way as vacated and abandoned by that certain Ordinance 04-75 recorded in Official Records Book 7757, Page 992, Public Records of Orange County, Florida, being more particularly described as follows:

A portion of a 30.00 foot wide Right-of-Way Agreement as recorded in Official Records Book 516, Page 317, Public Records of Orange County, Florida, lying in Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 35; thence run South 00 degrees 48 minutes 20 seconds East, along the West line of the Northeast 1/4 of said Section 35, a distance of 422.89 feet for the POINT OF BEGINNING; said point also being on a non-tangent curve, concave Northeasterly, having a radius of 1260.00 feet and a central angle of 04 degrees 01 minutes 30 seconds; thence departing the West line of the Northeast 1/4 of said Section 35, on a chord bearing of South 20 degrees 37 minutes 16 seconds East, run 88.52 feet along the arc of said curve to a point on the East line of a 30.00 foot wide Right-of-Way Agreement as recorded in said Official Records Book 516, Page 317; thence run South 00 degrees 48 minutes 20 seconds East, along the East line of said 30.00 foot wide Right-of-Way Agreement, a distance of 131.31 feet to a point; thence, departing the said East line, run South 60 degrees 44 minutes 16

EXHIBIT "A"

LEGAL DESCRIPTION

seconds West, a distance of 4.38 feet to a point of curvature of a curve, concave Northwesterly, having a radius of 20.00 feet and a central angle of 29 degrees 02 minutes 44 seconds; thence run Southwesterly, along the arc of said curve, a distance of 10.14 feet to the point of tangency thereof, thence run South 89 degrees 46 minutes 59 seconds West, a distance of 16.41 feet to a point on the West line of the Northeast 1/4 of said Section 35; thence run North 00 degrees 48 minutes 20 seconds West, along the West line of the Northeast 1/4 of said Section 35, a distance of 218.90 feet to the POINT OF BEGINNING.

LESS AND EXCEPT from the above lands that portion conveyed by Warranty Deed recorded in Official Records Book 6002, Page 1336, Public Records of Orange County, Florida, being more particularly described as follows:

A portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 less road right-of-ways and the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 lying East of County Road 535, all in Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East; thence run South 89 degrees 56 minutes 13 seconds West, along the North line of said Northwest 1/4 for a distance of 523.70 feet to the POINT OF BEGINNING; thence run South 00 degrees 42 minutes 50 seconds East, along a line lying 523.67 feet West of and parallel to the East line of said Northwest 1/4 for a distance of 642.42 feet to a point on the North right-of-way line of Daniels Road; thence run South 89 degrees 51 minutes 50 seconds West, along said North right-of-way line for a distance of 861.48 feet to a point on the East right-of-way line of Winter Garden Vineland Road (County Road 535), said point also being a point on a curve concave Easterly, having a radius of 963.30 feet, a central angle of 06 degrees 24 minutes 39 seconds, a chord bearing of North 02 degrees 11 minutes 12 seconds West and a chord length of 107.76 feet; thence along the arc of said curve, an arc length of 107.82 feet to the point of tangency; thence run North 01 degrees 01 minutes 07 seconds East, for a distance of 199.09 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 35; thence run North 89 degrees 54 minutes 02 seconds East, along said North line for a distance of 29.25 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run North 00 degrees 34 minutes 34 seconds West, along said West line for a distance of 336.73 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence run North 89 degrees 56 minutes 13 seconds East, along aforementioned North line of the Northwest 1/4 for a distance of 828.18 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT from the above lands that portion conveyed to the City of Winter Garden, a Florida municipal corporation, for road right of way by virtue of that certain Warranty Deed recorded in Official Records Book 6608, Page 2300, Public Records of Orange County, Florida, being more particularly described as follows:

A portion of Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

EXHIBIT "A"

LEGAL DESCRIPTION

Begin at the Northeast corner of the Northwest 1/4 of said Section 35; thence run South 00 degrees 48 minutes 20 seconds East, along the East line of the Northwest 1/4 of said Section 35, a distance of 422.89 feet to a point on a non-tangent curve, concave Northeasterly, having a radius of 1260.00 feet and a central angle of 18 degrees 25 minutes 27 seconds; thence on a chord bearing of North 09 degrees 23 minutes 48 seconds West, run 405.17 feet along the arc of said curve to the point of tangency thereof; thence run North 00 degrees 11 minutes 04 seconds West, a distance of 24.69 feet to a point on the North line of the Northwest 1/4 of said Section 35; thence run North 89 degrees 51 minutes 35 seconds East, along the North line of the Northwest 1/4 of said Section 35, a distance of 60.00 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT from the above lands that portion conveyed to the City of Winter Garden, a Florida municipal corporation, for road right of way by virtue of that certain Warranty Deed recorded in Official Records Book 6852, Page 4525, Public Records of Orange County, Florida, being more particularly described as follows:

A portion of Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run South 89 degrees 46 minutes 59 seconds West, along the South line of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 35, a distance of 338.39 feet to the Southwest corner of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run North 00 degrees 46 minutes 15 seconds West, along the West line of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 35, a distance of 30.00 feet; thence North 89 degrees 46 minutes 59 seconds East, along a line parallel with and 30.00 feet North of (when measured perpendicular to) the South line of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 35, a distance of 338.37 feet to a point on the East line of the Northwest 1/4 of said Section 35; thence South 00 degrees 48 minutes 20 seconds East, along said East line of the Northwest 1/4 of Section 35, a distance of 30.00 feet to the POINT OF BEGINNING.

**BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS
(OVERALL METES AND BOUNDS DESCRIPTION OF SUBJECT PROPERTY):**

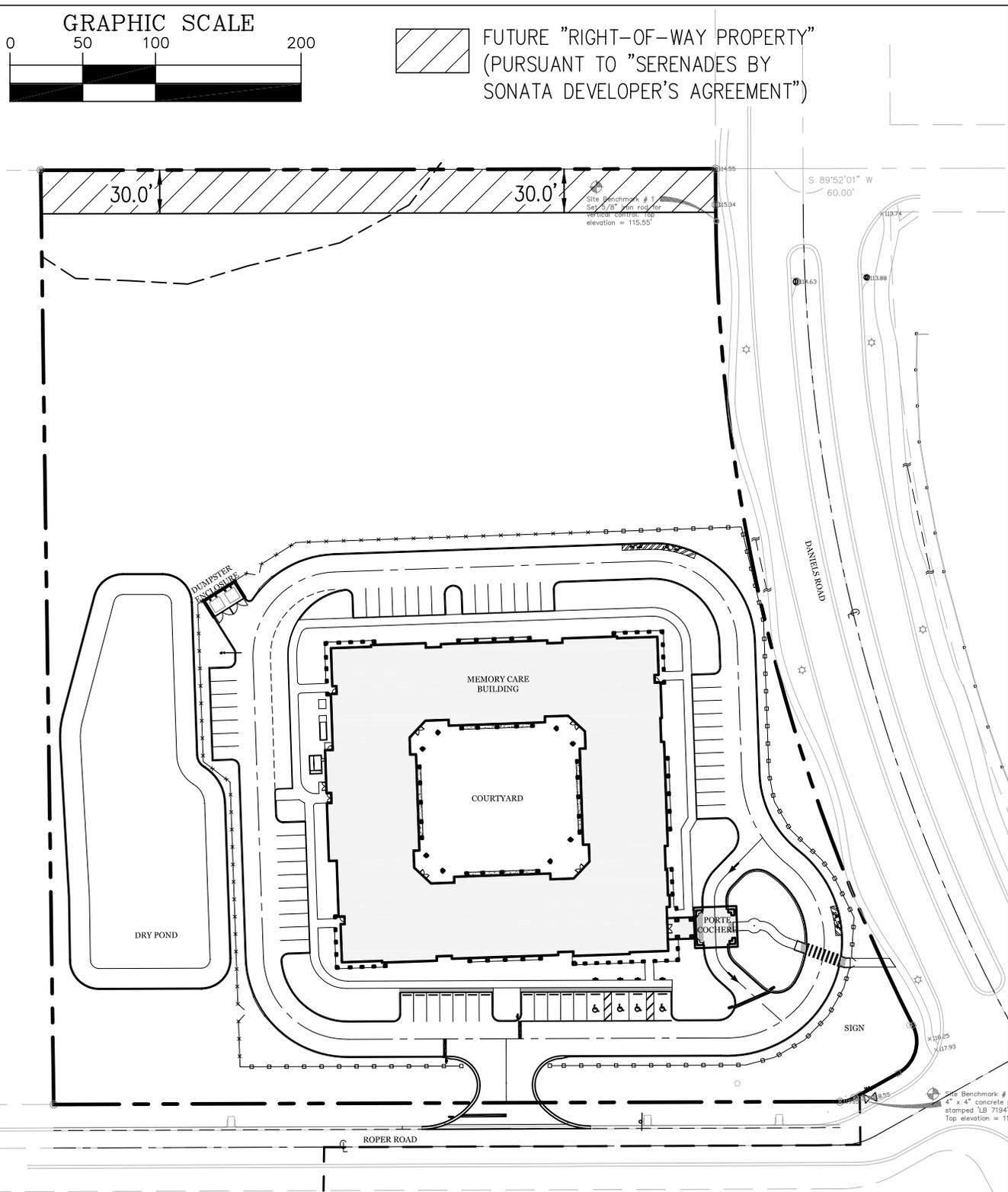
A parcel of land being a portion of the Northwest 1/4 and Northeast 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida; thence South 89°52'01" West, along the North line of said Northwest 1/4, a distance of 60.00 feet to the POINT OF BEGINNING, said point being on the West right of way line of Daniels Road according to that certain Warranty Deed recorded in Official Records Book 6608, Page 2300, Public Records of Orange County, Florida; thence South 00°11'04" East, along said West right of way line, a distance of 24.69 feet to a point of curvature of a curve concave Northeasterly, having a radius of 1260.00 feet and a central angle of 26°37'30"; thence 585.51 feet along the arc of said curve and said West right of way line to a point of reverse curvature with a curve, concave Northwesterly, having a radius of 25.00 feet and

EXHIBIT "A"

LEGAL DESCRIPTION

a central angle of 87°32'48"; thence Southwesterly, along the arc of said curve and right of way line, a distance of 38.20 feet to the point of tangency; thence South 60°43'30" West, along the North right of way of Roper Road according to the subdivision plat of GROVE PARK AT STONE CREST recorded in Plat Book 66, Page 46, Public Records of Orange County, Florida, a distance of 34.70 feet to a point of curvature of a curve, concave Northerly, having a radius of 20.00 feet and a central angle of 29°02'44"; thence, along the arc of said curve and Northerly right of way line of said Roper Road, a distance of 10.14 feet to the point of tangency; thence South 89°47'18" West, along the North right of way line according to that certain Warranty Deed recorded in Official Records Book 6852, Page 4525, Public Records of Orange County, Florida, a distance of 540.19 feet to a point on a line lying 523.67 feet West of and parallel to the East line of the Northeast 1/4 of said Section 35; thence North 00°48'20" West, along said line, a distance of 642.47 feet to the North line of the Northwest 1/4 of said Section 35; thence North 89°52'01" East, along said North line, a distance of 463.70 feet to the POINT OF BEGINNING.



Serenades by Sonata
EXHIBIT "B"

drawn by: RVZ	plot scale: Per Plan
checked by: SGW	project number: 11sona002
date: 03-09-2012	file name: E001 Exhibit Plan

385 DOUGLAS AVENUE, STE 2100
ALTA MONTE SPRINGS, FL 32714
TELEPHONE 407 478 5750
FACSIMILE 407 478 5749
www.klimaweeks.com



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Don Cochran, Public Services
Ed Williams, Planning

Via: City Manager Mike Bollhoefer

Date: March 15, 2012 **Meeting Date:** March 22, 2012

Subject: Discussion of the Realignment of Roper Road

Issue: As Daniels Road develops, the City needs to consider the possible realignment of Roper Road.

Recommended action:

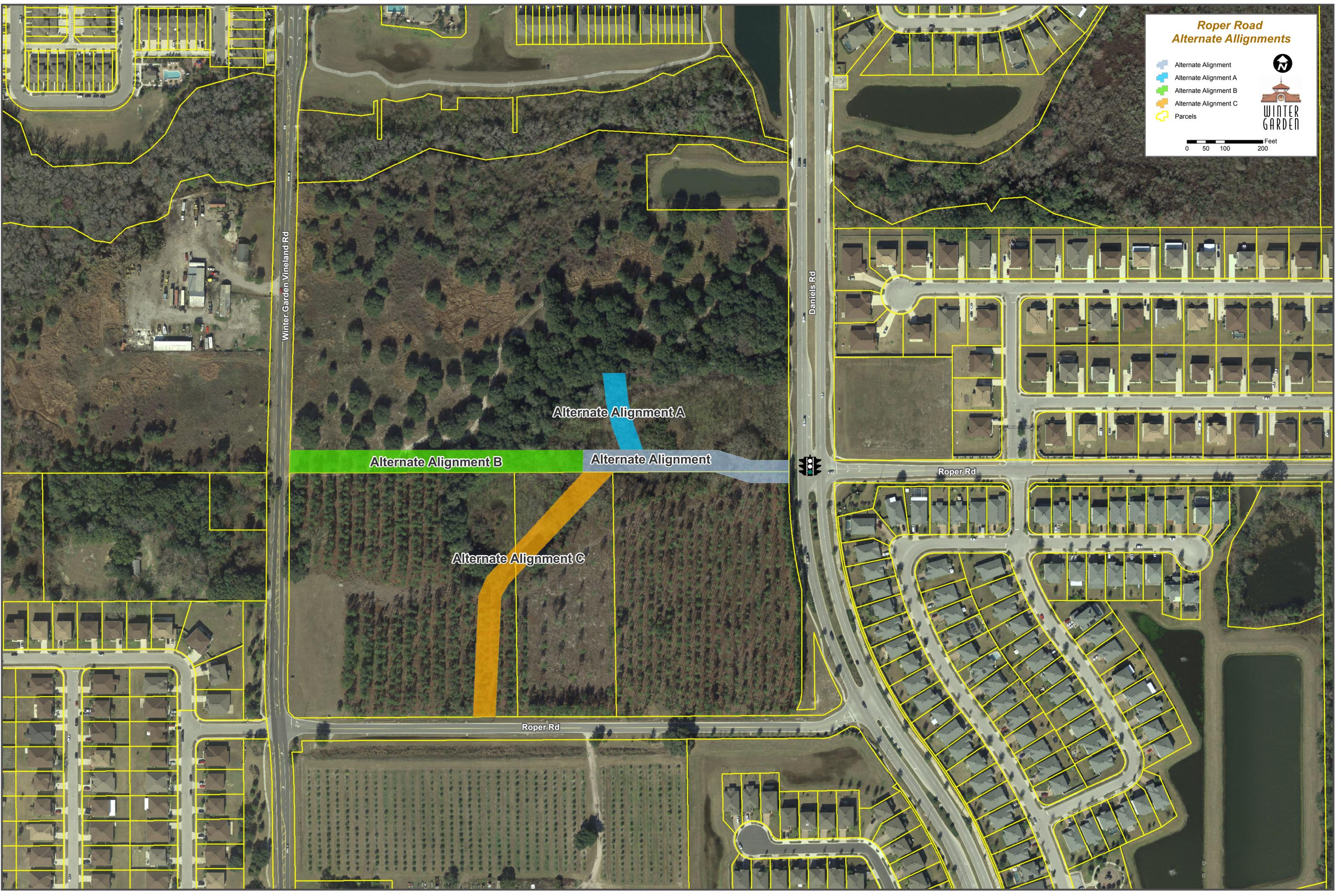
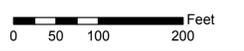
This is a discussion item only.

Attachments/References:

- Maps of the options presented by Staff.

**Roper Road
Alternate Allignments**

- Alternate Alignment
- Alternate Alignment A
- Alternate Alignment B
- Alternate Alignment C
- Parcels



Alternate Alignment A

Alternate Alignment B

Alternate Alignment

Alternate Alignment C

Winter Garden Vineland Rd

Daniels Rd

Roper Rd

Roper Rd