



**CITY COMMISSION AGENDA**  
**REVISION #2 11/07/12\***  
**CITY HALL COMMISSION CHAMBERS**  
**300 W. Plant Street**

**REGULAR MEETING**

**NOVEMBER 8, 2012**

**6:30 P.M.**

**CALL TO ORDER**

Determination of a Quorum

Invocation and Pledge of Allegiance

**1. APPROVAL OF MINUTES**

Regular Meeting of October 25, 2012

**2. PRESENTATION**

International City/County Management Association awards for Voice of the People for Transformation and Excellence (*Postponed from 10/25/12 meeting*) – City Manager Bollhoefer

**3. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

- A. **Ordinance 12-49:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.57 ± ACRES LOCATED AT 441 LAKEVIEW ROAD ON THE EAST SIDE OF LAKEVIEW ROAD, NORTH OF WEST PLANT STREET AND SOUTH OF TILDENVIEW ROAD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for December 13, 2012** – Community Development Director Williams
- B. **Ordinance 12-50:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.57 ± ACRES LOCATED AT 441 LAKEVIEW ROAD ON THE EAST SIDE OF LAKEVIEW ROAD, NORTH OF WEST PLANT STREET AND SOUTH OF TILDENVIEW ROAD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for December 13, 2012** – Community Development Director Williams
- C. **Ordinance 12-51:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.57 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT 441 LAKEVIEW ROAD ON THE EAST SIDE OF LAKEVIEW ROAD, NORTH OF WEST PLANT STREET AND SOUTH OF TILDENVIEW ROAD FROM ORANGE COUNTY A-1 CITRUS RURAL DISTRICT TO CITY R-1 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for December 13, 2012** – Community Development Director Williams
- D. **Ordinance 12-54:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 2 OF ORDINANCE 05-24 GENERALLY KNOWN AS THE WINTER GARDEN VILLAGE AT FOWLER GROVES PCD PERTAINING TO DEVELOPMENT AND PERMITTED USES WITHIN THE 54 +/- ACRE PORTION OF THE 174.8 +/- ACRE PROPERTY GENERALLY LOCATED NORTH OF THE WESTERN BELTWAY AND EAST OF COUNTY ROAD 535 IDENTIFIED ON EXHIBIT “B” OF ORDINANCE 05-24 AS THE RESIDENTIAL TRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **staff requests postponing until December 13, 2012** - Community Development Director Williams
- E. **Ordinance 12-55:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE DEVELOPMENT ORDER OF THE WINTER GARDEN VILLAGE AT FOWLER GROVES DEVELOPMENT OF REGIONAL IMPACT, CONSISTING OF 174.8 +/- ACRES OF LAND GENERALLY LOCATED NORTH OF THE WESTERN BELTWAY AND

EAST OF COUNTY ROAD 535; PROVIDING FOR APPROVAL AND EXECUTION OF SECOND AMENDMENT TO CITY OF WINTER GARDEN DEVELOPMENT ORDER FOR WINTER GARDEN VILLAGE AT FOWLER GROVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **staff requests postponing until December 13, 2012** - Community Development Director Williams

- F. **Ordinance 12-56:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.44 ± ACRES LOCATED AT 1101 EAST PLANT STREET AT THE NORTHEAST CORNER OF EAST PLANT STREET AND HENNIS ROAD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for December 13, 2012** – Community Development Director Williams
- G. **Ordinance 12-57:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.44 ± ACRES LOCATED AT 1101 EAST PLANT STREET AT THE NORTHEAST EAST PLANT STREET AND HENNIS ROAD FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for December 13, 2012** – Community Development Director Williams
- H. **Ordinance 12-58:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.44 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT 1101 EAST PLANT STREET AT THE NORTHEAST CORNER OF EAST PLANT STREET AND HENNIS ROAD ORANGE COUNTY C-3 COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for December 13, 2012** – Community Development Director Williams
- I. **Ordinance 12-63:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION FROM ORANGE COUNTY RURAL/AGRICULTURAL TO CITY CONSERVATION FOR PROPERTY GENERALLY DESCRIBED AS 209 ± ACRES LOCATED AT 100 AVALON ROAD ON THE WEST SIDE OF AVALON ROAD AND SOUTH OF THE FLORIDA TURNPIKE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (Tucker Ranch) **with the second reading and public hearing being scheduled for December 13, 2012** - Community Development Director Williams

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

- A. **Ordinance 12-53:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ARTICLE VII OF CHAPTER 62 OF THE WINTER GARDEN CITY CODE; PROVIDING FOR REVISED DEFINITIONS; PROVIDING FOR REVISED STANDARDS, REQUIREMENTS, CRITERIA AND CONDITIONS FOR SIDEWALK CAFES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (*Postponed 10/11/12 and staff is recommending removal of this ordinance from the Agenda as City staff will bring back an ordinance addressing the issues differently.*) – City Manager Bollhoefer

5. **REGULAR BUSINESS**

- A. Recommendation to approve entering into a developer's agreement for Bradford Creek Subdivision – Community Development Director Williams
- B. Recommendation to approve Final Plat for Covington Chase Phase 2B – Community Development Director Williams
- C. Consider appointments for expiring terms of Morabito and Defuso on the Police and Firefighter Pension Board – City Clerk Golden
- D. \*Recommendation to approve bids for East Plant Street Widening Project (Segment 2) and award contract to DeWitt Excavating, Inc. in the amount of \$6,462,606.54 that includes a ten percent project contingency – Public Services Director Cochran (**\*Added November 7, 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 fencing the City cemetery

B. \*Discussion and possible action on entering into an agreement to fund rehabilitating local railroad track (\*Added November 7, 2012)

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

**ADJOURN** to a Regular Meeting on December 13, 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

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## CITY COMMISSION REGULAR MEETING MINUTES

October 25, 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 Bob Buchanan, Kent Makin, Robert Olszewski and Colin Sharman

**Also Present:** City Manager Mike Bollhoefer, City Attorney Kurt Ardaman, City Clerk Kathy Golden, Assistant City Manager – Administrative Services Frank Gilbert, Assistant City Manager - Public Services Don Cochran, Finance Director Laura Zielonka, Fire Chief John Williamson, Police Chief George Brennan, Economic Development Director Tanja Gerhartz, Parks and Recreation Director Jay Conn, Network Specialist George Strobel, Senior Planner Laura Smith, and West Orange Times Reporter Kelsey Tressler

### 1. **APPROVAL OF MINUTES**

**Motion by Commissioner Buchanan to approve the regular meeting minutes of October 11, 2012 as submitted. Seconded by Commissioner Sharman and carried unanimously 5-0.**

### 2. **PRESENTATION**

A. **Proclamation 12-24** was read and presented by Mayor Rees to Victoria Laney declaring October 27 through November 3, 2012 as the Week of the Family.

B. **Proclamation 12-27** was read by Mayor Rees declaring the month of November 2012 as Pancreatic Cancer Awareness Month.

#### C. **Teaching local elementary students about the importance of nutritional gardens in our schools**

Greg Ohe, with Health Central, spoke on the benefits to children experiencing the upkeep of a nutritional garden within our schools.

John Rinehart stated that the concept of a nutritional garden is not new and is fast becoming active all over Orange County. He suggested starting a pilot program with a limited number of schools, and asked the City of Winter Garden to partner with them. He noted they have already met with the Orange County School Board and six elementary school principals in the City of Winter Garden. They would like to proceed with planning the implementation of the school garden program into the local elementary

schools by next fall. He noted that they are reaching out to other organizations and they are looking for this to be a holistic community approach.

Mr. Rinehart stated that he was present to explain their plans, answer any questions, seek the Commission's commitment and for a financial contribution of \$5,000.00. The hospital will be contributing as well as other funding along the way. They will be looking to West Orange Healthcare District to fund the implementation next year.

Mayor Rees ask if all six schools would participate next fall. Mr. Rinehart stated yes, they want to start a program with some commonality with schools sharing versus individual school initiatives.

City Manager Bollhoefer asked how the \$5,000.00 would be used. Mr. Rinehart responded that they have hired Sara Stagg, a consultant, to manage the implementation of this program. Mr. Rinehart gave some history of Ms. Stagg's experience in the management of projects.

Commissioner Olszewski asked if the program has the endorsement of Orange County Public Schools (OCPS). Mr. Rinehart responded yes and named several OCPS contacts with whom they have spoken and some of the details being worked out.

Commissioner Makin asked if the gardens would be on each school campus. Mr. Rinehart responded yes.

Commissioner Buchanan stated that he would like to have more information and time to review. He noted that this would be taxpayer's dollars given to an Orange County facility. He understands the effort but it would be giving away \$5,000.00 and needs more review. Mr. Ohe stated that if the Commissioners have not received the preliminary information they submitted, then he would understand delaying this until the next meeting. Mr. Bollhoefer suggested letting him make sure everyone has the information and bring the matter back to the next meeting. *(No objections were noted so the matter will be added to the next agenda under regular business without a presentation.)*

D. **International City/County Management Association awards for Voice of the People for Transformation and Excellence** *This item was postponed.*

E. **Oath of Office and introduction of new police officers**

Police Chief Brennan introduced new police officers Alba Agosto, Gerald Bentil, Brian Kirk, and Dave Vernon and administered them the oath of office.

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

A. **Ordinance 12-30:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 63.06 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF ROPER ROAD ON THE EAST AND WEST SIDE OF WINTER GARDEN VINELAND ROAD (CR 535) AND ON THE

WEST SIDE OF DANIELS ROAD AT 420 AND 421 WINTER GARDEN VINELAND ROAD, FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE BRADFORD CREEK PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 12-30 by title only. Senior Planner Smith stated that this is the second reading of a proposal for rezoning a 63 acre property located on either side of Winter Garden Vineland Road. Ms. Smith noted that it is a rezoning from R-1 to PUD; the PUD as proposed contains 118 single family lots. She noted that at the first reading of this ordinance there was an outstanding issue relating to school capacity for the project. Since then, the applicant has requested approval from the School Board to transfer 36 credits from another project (Horizons West). The request for transfer was approved by the school board on October 23<sup>rd</sup>, so that issue is now resolved. The property will also participate in the signalization at the intersection of Roper Road and Daniels Road. She noted that this would be clarified further in a developer's agreement which is currently being drafted.

Ms. Smith stated that a community meeting was held and the Planning and Zoning Board, along with City staff, recommend approval subject to the conditions outlined in the PUD ordinance.

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

**Motion by Commissioner Buchanan to adopt Ordinance 12-30. Seconded by Commissioner Olszewski and carried unanimously 5-0.**

- B. **Ordinance 12-61**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING DIVISION 2 OF ARTICLE II, CHAPTER 42 OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR ELIMINATION OF THE CR 545 SPECIAL BENEFIT OVERLAY DISTRICT IMPACT FEE; PROVIDING FOR PARTIAL REFUNDS OF PAID CR 545 SPECIAL BENEFIT OVERLAY DISTRICT IMPACT FEES; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 12-61 by title only. City Manager Bollhoefer stated that this ordinance was discussed in detail at the last meeting. Originally this entire road was going to be a four lane road as agreed to by Orange County. Since then, it has been determined that it is not necessary to four-lane the road to the first 90 degree turn by the Stonybrook pond, which was the City's obligation. Instead, we will blow out the intersection at Tilden and Avalon, install a traffic light and turn lane, and fix the hill coming from the west. He noted that staff is requesting the elimination of the super impact fee as it is no longer needed. Mr. Bollhoefer stated that some of the funds would have to be repaid to the developers that paid the fees. The regular impact fees would be

used to improve the intersection because it does qualify for impact fees if it does increase intersection capacity. There will not be any risk of losing any funds if at a later date the entire CR 545 needs to become four-lanes.

Commissioner Makin asked if Orange County has any involvement. Mr. Bollhoefer responded that the City has an interlocal agreement in which the City would four-lane the southern section and Orange County would widen the northern section. Staff has spoken to Orange County and explained what is planned and they have no issues. A new agreement may be required.

Commissioner Makin asked if there were any conceptual plans to see what the new intersection would look like. Mr. Bollhoefer responded that he believes there are plans which would be brought back to the City Commission for review.

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

**Motion by Commissioner Sharman to adopt 12-61. Seconded by Commissioner Makin and carried unanimously 5-0.**

4. **REGULAR BUSINESS**

A. **Recommendation to approve the purchase of two solid waste trucks**

Public Services Director Cochran stated that staff is proposing to purchase two solid waste trucks through two piggyback bids. The first truck is a 2013 side-loader loadall and is a piggyback contract through the City of Venice for a purchase price of \$207,520.00. This truck would replace truck #214 which has 120,000 miles and in the past three years maintenance costs have been \$39,113.11. The second truck is a 2013 Mack front-loader and is a piggyback purchase off of the Sheriff's State contract with a purchase price of \$228,597.00. This truck would replace truck #260 which has 105,000 miles and the approximate maintenance cost for the past three years has been \$33,600.00.

Commissioner Makin asked how old are the trucks being replaced. Mr. Cochran stated the side loader is a 2002 and the front loader is a 2003.

**Motion by Commissioner Buchanan to approve the purchase of two solid waste trucks as requested. Seconded by Commissioner Olszewski and carried unanimously 5-0.**

B. **Recommendation to approve and award to Middlesex Corporation the 2012-2013 street resurfacing projects using Orange County's contract #Y10-195**

Public Services Director Cochran stated that this item is a request to piggyback Orange County's contract with Middlesex Corporation on street resurfacing for this budget year. Since Orange County has already gone through the competitive bidding process, the City can piggyback. In addition, staff would also like to start using Middlesex Corporation for resurfacing Westside Townhomes streets.

Mr. Cochran noted that the list provided in the agenda packet for the streets to be paved is not in any order and the City Commission can make suggestions on the order the projects are done.

There was discussion that the Middlesex Corporation is who the City has used for the past two years and they have done a good job.

Commissioner Olszewski asked about the order of the projects. Mr. Bollhoefer noted that the worst streets would and should be done first.

**Motion by Commissioner Sharman to approve and award to Middlesex Corporation the 2012-2013 street resurfacing projects using Orange County contract #Y10-195. Seconded by Commissioner Makin and carried unanimously 5-0.**

C. **Approve City Manager entering in to an agreement with Tetra Tech Engineering to provide engineering services for the design of the Tucker Ranch Community Park**

Parks and Recreation Director Conn stated this is a potential contract with Tetra Tech Engineering for the design of the Tucker Ranch property. The City purchased this property with the intent of turning it into a city park. There is a grant stipulation deadline that this park be open by March 2015. Mr. Conn stated staff hopes to complete engineering and permitting in 2013 and go into construction in 2014 in time for the 2015 opening. Staff recommends approval of the contract and noted Tetra Tech Engineering is one of the firms on the City's approved list of continuing services contracts for engineering firms.

Commissioner Olszewski asked if their main function is to make sure the land is suitable to develop or will they actually make plans to determine what goes where. Mr. Conn replied that they will make plans as part of the permitting process to St. Johns Water Management District and Florida Department of Environmental Protection.

Commissioner Sharman asked if this project will be built in phases. Mr. Bollhoefer responded that this company is not designing the entire park; they will do a lot of the design work on pipes, roads, and parking lot infrastructure. Staff can provide the in-house plans showing the status of where we are to date on the actual park design. Yes, it will be done in phases.

**Motion by Commissioner Buchanan authorizing the City Manager to enter into an agreement with Tetra Tech Engineering to provide engineering services for the Tucker Ranch community park as submitted. Seconded by Commissioner Sharman and carried unanimously 5-0.**

**D. Recommendation to authorize the disposal of four 2008 Harley-Davidson motorcycles to Gator Harley-Davidson, Inc. in exchange for a two-year lease on four new police motorcycles**

Police Chief Brennan stated that he is seeking authorization to trade-in four police motorcycles in exchange for four leased Harley Davidson motorcycles. He noted that Gator Harley Davidson has agreed to take the used motorcycles in a complete trade for a two-year lease plus the transfer of all the equipment. The lease for the bikes for two years is approximately \$5,500.00 each. The last equipment transfer in 2007 was approximately \$950.00 per bike. Therefore, we are receiving \$6,500.00 in trade for the bikes. He recommended that we go back to leasing. He explained the exorbitant cost of repairs incurred on the current motorcycles.

Commissioner Makin asked if the repairs were performed by Harley. Police Chief Brennan replied yes, but last year staff switched to a local repair shop that has reduced the City's costs. He explained that the benefit of getting a new bike is that the first year is covered under the manufacturer's warranty, except for wear and tear of such items as the clutch and tires.

**Motion by Commissioner Sharman authorizing the disposal of four 2008 Harley-Davidson police motorcycles to Gator Harley-Davidson, Inc. in exchange for a two-year lease on four new police motorcycles.**

Commissioner Makin asked how this plan compares to BMW motorcycles. Police Chief Brennan responded that if we were to continue to purchase the motorcycles, he would strongly look at the BMW, but they do not offer a lease program. He further explained that one of the advantages of the BMW is that they come with a three year warranty and are fully equipped with lights and sirens. He noted that with the Harley, we would have to put all of the equipment on at an extra expense. The BMW comes as a complete package which covers everything under the factory warranty. He noted that with the Harley the City puts all the equipment on and if the lights or wiring needs repair, it is not covered under the warranty because it is added on after market.

**Seconded by Commissioner Makin and carried unanimously 5-0.**

**E. Consider reappointment of Larry Cappleman to the Community Redevelopment Agency (CRA) for his expiring four year term**

**Motion by Commissioner Buchanan to reappoint Larry Cappleman to the Community Redevelopment Agency for a four-year term. Seconded by Commissioner Olszewski and carried unanimously 5-0.**

Mayor Rees thanked Larry Cappleman for all he does on the CRA.

5. **MATTERS FROM CITIZENS**

Charlie Mae Wilder, 284 11<sup>th</sup> Street, Winter Garden, Florida, requested support from the City for the Veterans and Family of Veterans appreciation event to be held on November 2, 2012 at 10:30 a.m. at the Bethlehem Missionary Baptist Church. She stated that in the past the City advertised in their program booklet. She asked for a donation of \$200.00, which includes the advertisement.

**Motion by Commissioner Sharman to approve donating \$200.00 to the Veterans and Veterans' Family appreciation event. Seconded by Commissioner Makin and carried unanimously 5-0.**

David Kassander, 15155 Ovation Drive (Belle Meade Subdivision), Winter Garden, Florida, and a member of their Homeowners Association (HOA) noted that he was recently before the City Commission asking about the missing segment of sidewalk between Stone Creek and the shopping center. He stated that he had not heard anything and wanted to get an update.

Commissioner Sharman noted that he and the City Manager spoke on this topic and deferred the update to the City Manager.

City Manager Bollhoefer stated that staff has reviewed this and thinks it can be done ahead of schedule with possibly no additional cost using the push button contract. He noted that staff will need to work with the HOA to determine a good time to work on the sidewalk because it will shut down the road for a period of time. Mr. Kassander noted that discussions would be great and they would make themselves available. He also noted that Stone Creek is also affected so their HOA would also need to be contacted.

Mr. Kassander complimented all of staff's effort in getting information out to the community.

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

7. **MATTERS FROM CITY MANAGER**

• **Financials**

City Manager Bollhoefer stated the financials were distributed for the City Commission's review and if anyone has any questions, they could contact him or Finance Director Laura Zielonka.

• **Cemetery Fence**

City Manager Bollhoefer stated that he distributed a rendering of the proposed cemetery fence. He noted that the County has agreed to pay \$75,000.00 to install a fence along the south and west perimeter of the cemetery once the construction was near completion on CR 535. The approximate cost of the fencing is approximately \$70,000.00 to \$80,000.00. He suggested the City Commission think about adding approximately 70 to 80 brick columns every so many feet to give the fence a much statelier look. To add

columns every twenty feet would add approximately \$45,000.00 to \$50,000.00. He noted that the look and appearance of the cemetery is very important to a lot of people.

Commissioner Makin noted that the cemetery is lakefront property and asked what it would take to trim some of the vegetation down in order to make it look more like a park. City Manager Bollhoefer replied that staff has not looked at that option and is not sure if it is wetland or not; staff can look at it at a later date.

- **Zanders Park playground equipment**

City Manager Bollhoefer stated that Commissioner Olszewski has received a request for a swing set in Zanders Park and asked if there could be a budget adjustment of approximately \$5,000.00 to purchase and install a swing set as requested by a number of residents.

- **Walker Field Net**

City Manager Bollhoefer stated that a Commissioner has requested that a net (30 feet by 30 feet) be placed at least on the west side (Park Avenue) of Walker Football Field for approximately \$2,500.00.

**Motion by Commissioner Sharman to approve the budget changes, up to the amount indicated, for Zanders Park playground equipment and Walker Field net. Seconded by Commissioner Makin and carried unanimously 5-0.**

*The following two agenda items were handled in reverse order of the actual agenda.*

A. **Request closure of city offices on Monday, December 24, 2012 and Monday, December 31, 2012**

City Manager Bollhoefer commended the City employees for all they do and requested that the City Commission approve adding two additional paid days off; Monday, December 24<sup>th</sup> and Monday, December 31<sup>st</sup> to give the employees the four day weekend. He noted that this is only requested when these holidays are adjacent to a weekend.

**Motion by Commissioner Olszewski to approve Monday, December 24, 2012 and Monday, December 31, 2012 as additional paid days off for City employees. Seconded by Commissioner Sharman and carried unanimously 5-0.**

B. **Cancel regular City Commission meetings of November 22 and December 27, 2012 for the holidays**

City Manager Bollhoefer stated that this is the standard request to cancel the regular City Commission meetings for the Thursday's of Thanksgiving and Christmas which fall this year on November 22 and December 27, 2012.

**Motion by Commissioner Makin to cancel the regular City Commission meetings of November 22 and December 27, 2012. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

- Mr. Bollhoefer advised that there will be an instructional course given on the use of iPads for Commissioners and some staff.

## 8. MATTERS FROM MAYOR AND COMMISSIONERS

**Commissioner Sharman** thanked the City Manager for working on the sidewalk and the update.

Commissioner Sharman stated that he wanted to be sure citizen Andy Bruns knew that he did attend the last car show.

City Manager Bollhoefer noted that the downtown sound system was utilized during the car show. Commissioner Makin reported that it could not be heard from Main Street to Woodland Street. Mayor Rees stated the rest of the speakers worked great. Mr. Bollhoefer noted that easy listening jazz is being played downtown on Mondays, Tuesdays, and Thursdays; the types of music may change based on requests received.

**Commissioner Olszewski** thanked the City Manager, Parks and Recreation Director, and former City Commissioner Charlie Mae Wilder for being instrumental in getting the swing set in Zanders Park.

Commissioner Olszewski announced the Veterans and Veterans Family appreciation on November 2, 2012 at 10:30 a.m. and invited all to attend.

Commissioner Olszewski announced the free Community Health Fair at the Maxey Community Center on November 3, 2012 from 10:00 a.m. to 2:00 p.m.

Commissioner Olszewski announced that he will be representing the City of Winter Garden at the Third Annual Symposium on Poverty at Florida A & M University Law School. He noted that he is also the City's representative on the Orange County Community Action Board and this is the third event that is being held around the state.

**City Manager Bollhoefer** announced that on November 17, 2012 the awards recognition ceremony will be held at the City's Farmer's Market at 11:00 a.m. and asked the Mayor and Commissioners to attend.

**Commissioner Buchanan** noted that the sidewalks at Tanner Hall look great. Also, the new trail spur has taken shape and looks good at Courtlea Park.

Commissioner Buchanan shared that there are a lot of good things going on downtown and looks forward to the upcoming events. He commended the employees on doing a great job.

**Commissioner Makin** noted that there was a great turn out for the car show and stated that he thinks approximately 280 cars were present. He stated that the sound system worked great except for that one little piece and hopes to get it taken care of by the next car show.

Commissioner Makin thanked Mr. Cochran for meeting him on Main Street and is happy to see that the new drainage system is underway. Mr. Cochran stated that it would take approximately 90 days.

Commissioner Makin noted that he and Public Services Director Cochran would be attending the St. Johns Water Management District meeting regarding the dredging of Lake Apopka.

The meeting adjourned at 7:47 p.m.

APPROVED:

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Mayor John Rees

ATTEST:

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

DRAFT

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

**From:** Ed Williams, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** October 31, 2012

**Meeting Date:** November 8, 2012

**Subject:** **441 Lakeview Road**  
(Asma, Charles - Annexation-Zoning-FLU Amendment)  
**Ordinance 12-49**  
**Ordinance 12-50**  
**Ordinance 12-51**  
**PARCEL ID # 22-22-27-0000-00-101**

**Issue:** The applicant is requesting voluntary Annexation into the City of Winter Garden, Zoning, and a Future Land Use Amendment on property located at 441 Lakeview Road.

**Discussion:** The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 0.57 ± acre enclave located on the east side of Lakeview Road north of West Plant Street and south Tildenview Road. The applicant has requested Annexation into the City, Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Low Density Residential, and Rezoning of the property to City R-1 Single Family Residential District. (See attached Staff Report).

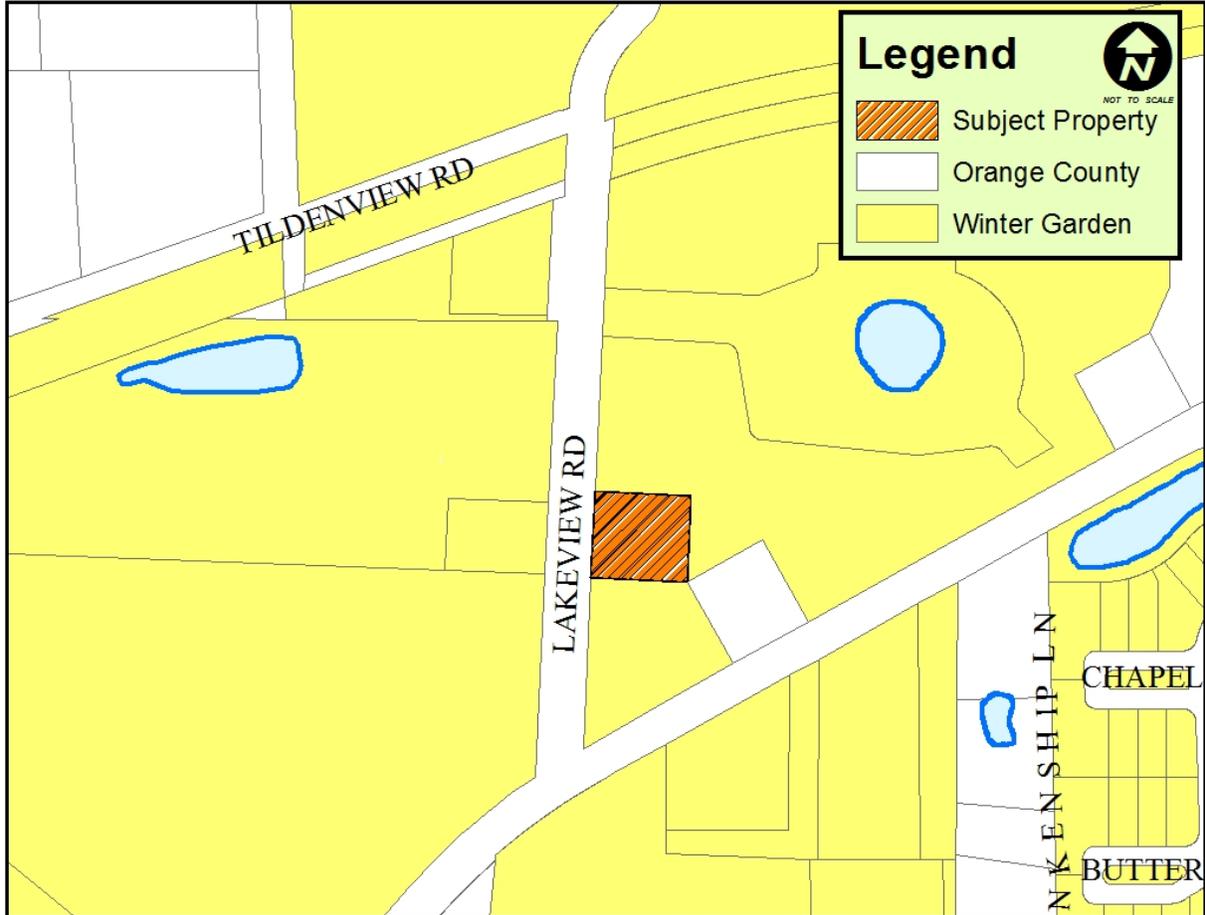
**Recommended Action:**  
Staff recommends approval of Ordinance 12-49, Ordinance 12-50 and Ordinance 12-51 with the second reading and public hearing being scheduled for December 13, 2012.

**Attachments/References:**

Location Map  
Ordinance 12-49  
Ordinance 12-50  
Ordinance 12-51  
Staff Report

# LOCATION MAP

441 Lakeview Road  
Parcel ID # 22-22-27-0000-00-101



ORDINANCE 12-49

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.57 ± ACRES LOCATED AT 441 LAKEVIEW ROAD ON THE EAST SIDE OF LAKEVIEW ROAD, NORTH OF WEST PLANT STREET AND SOUTH OF TILDENVIEW ROAD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner of the land, generally described as approximately 0.57 ± acres located on the east side of Lakeview Road, north of West Plant Street and south of Tildenview Road and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida (“City”), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

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

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

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

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

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

**SECTION 3: *Effect of Annexation.*** That the City of Winter Garden, Florida, shall have all of the power, authority, and jurisdiction over and within the land as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have over its present corporate limits and laws, ordinances, and resolutions of said City shall

apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

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

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

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

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

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

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

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

**APPROVED:**

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

**ATTEST:**

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

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

PARCEL ID#: 22-22-27-0000-00-101

Commence at the Northeast corner of the SE ¼ of the NW ¼ of Section 22, Township 22 South, Range 27 East, run thence S 1°37'28" E along the East Boundary of said SE ¼ of the NW ¼, a distance of 288.44 feet to a point 33 feet Northerly, measured at right angle, from the center line of a public road, said point being the Northerly Right-of-Way line thereof; run thence S 60°54'15" W along said Northerly line, 624.60 feet; thence N 29°05'45" W 163.51 feet for a Point of Beginning; thence N 87°13'45" W 166.90 feet to a point 50 feet Easterly, measured at right angle, from the center line of Lakeview Road, said point being Easterly right of way line thereof; thence N 2°46'15" E along said Easterly line 150.00 feet; thence S 87°13'45" E 166.90 feet; thence S 2°46'15" W parallel with said Easterly line 150.00 feet to the Point of Beginning.

ORDINANCE 12-50

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.57 ± ACRES LOCATED AT 441 LAKEVIEW ROAD ON THE EAST SIDE OF LAKEVIEW ROAD, NORTH OF WEST PLANT STREET AND SOUTH OF TILDENVIEW ROAD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on the 13<sup>th</sup> of June, 1991, the City Commission of the City of Winter Garden adopted Ordinance 91-16 which adopted a new Comprehensive Plan for the City of Winter Garden, and on the 24<sup>th</sup> of June, 2010, the City Commission of the City of Winter Garden adopted Ordinance 10-19 readopting and amending the Comprehensive Plan for the City of Winter Garden;

**WHEREAS**, the owner of that certain real property generally described as 0.57 ± acres of land located at 441 Lakeview Road on the east side of Lakeview Road, north of West Plant Street and south of Tildenview Road, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Low Density Residential to City Low Density Residential; and

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

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

**SECTION I.** *FLUM Amendment.* The City of Winter Garden hereby amends the Future Land Use Map of the City of Winter Garden Comprehensive Plan by designating the aforesaid Property to City Low Density Residential as set forth in ATTACHMENT "B".

**SECTION II.** *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 12-49, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order

determining that the adopted Ordinance is in compliance.

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

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

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

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

**APPROVED:**

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

**ATTEST:**

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

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

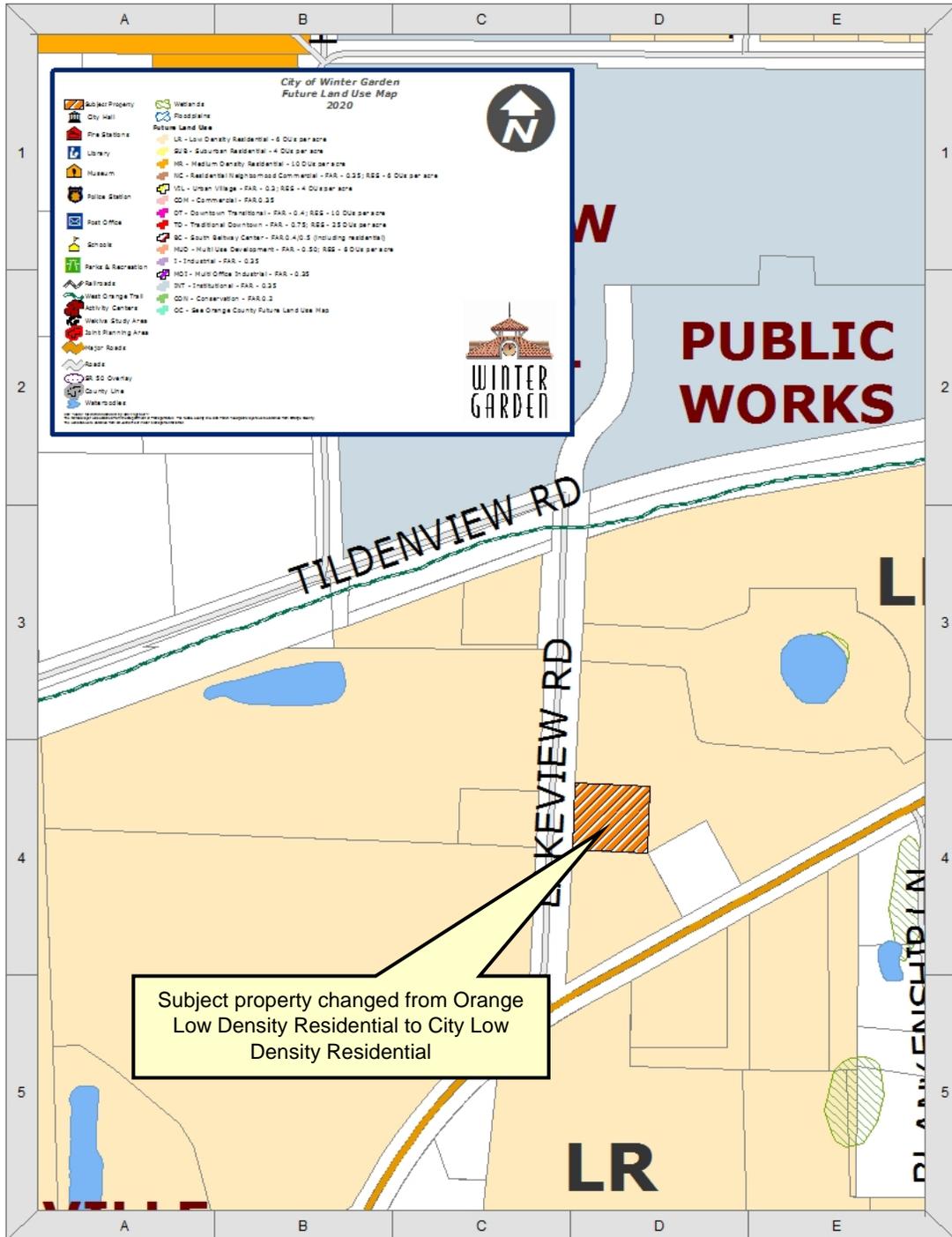
PARCEL ID#: 22-22-27-0000-00-101

Commence at the Northeast corner of the SE ¼ of the NW ¼ of Section 22, Township 22 South, Range 27 East, run thence S 1°37'28" E along the East Boundary of said SE ¼ of the NW ¼, a distance of 288.44 feet to a point 33 feet Northerly, measured at right angle, from the center line of a public road, said point being the Northerly Right-of-Way line thereof; run thence S 60°54'15" W along said Northerly line, 624.60 feet; thence N 29°05'45" W 163.51 feet for a Point of Beginning; thence N 87°13'45" W 166.90 feet to a point 50 feet Easterly, measured at right angle, from the center line of Lakeview Road, said point being Easterly right of way line thereof; thence N 2°46'15" E along said Easterly line 150.00 feet; thence S 87°13'45" E 166.90 feet; thence S 2°46'15" W parallel with said Easterly line 150.00 feet to the Point of Beginning.

# ATTACHMENT "B"

## FUTURE LAND USE MAP

### 441 Lakeview Road



ORDINANCE 12-51

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.57 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT 441 LAKEVIEW ROAD ON THE EAST SIDE OF LAKEVIEW ROAD, NORTH OF WEST PLANT STREET AND SOUTH OF TILDENVIEW ROAD FROM ORANGE COUNTY A-1 CITRUS RURAL DISTRICT TO CITY R-1 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner of that certain real property generally described as 0.57 ± acres of land located on the east side of Lakeview Road, north of West Plant Street and south of Tildenview Road, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County A-1 Citrus Rural District to the City’s R-1 Residential District zoning classification, therefore; and

**WHEREAS**, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the rezoning approved by this Ordinance is consistent with the City of Winter Garden Comprehensive Plan; and

**WHEREAS**, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to R-1 Residential District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

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

**SECTION 1: *Rezoning.*** The above “Whereas” clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT “A,” is hereby rezoned from Orange County A-1 Citrus Rural District to City R-1 Residential District in the City of Winter Garden, Florida.

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

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

**SECTION 4: *Effective Date.*** This Ordinance shall become effective simultaneously upon the effective date of Ordinance 12-50 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

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

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

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

**APPROVED:**

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

**ATTEST:**

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

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

PARCEL ID#: 22-22-27-0000-00-101

Commence at the Northeast corner of the SE ¼ of the NW ¼ of Section 22, Township 22 South, Range 27 East, run thence S 1°37'28" E along the East Boundary of said SE ¼ of the NW ¼, a distance of 288.44 feet to a point 33 feet Northerly, measured at right angle, from the center line of a public road, said point being the Northerly Right-of-Way line thereof; run thence S 60°54'15" W along said Northerly line, 624.60 feet; thence N 29°05'45" W 163.51 feet for a Point of Beginning; thence N 87°13'45" W 166.90 feet to a point 50 feet Easterly, measured at right angle, from the center line of Lakeview Road, said point being Easterly right of way line thereof; thence N 2°46'15" E along said Easterly line 150.00 feet; thence S 87°13'45" E 166.90 feet; thence S 2°46'15" W parallel with said Easterly line 150.00 feet to the Point of Beginning.

# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

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

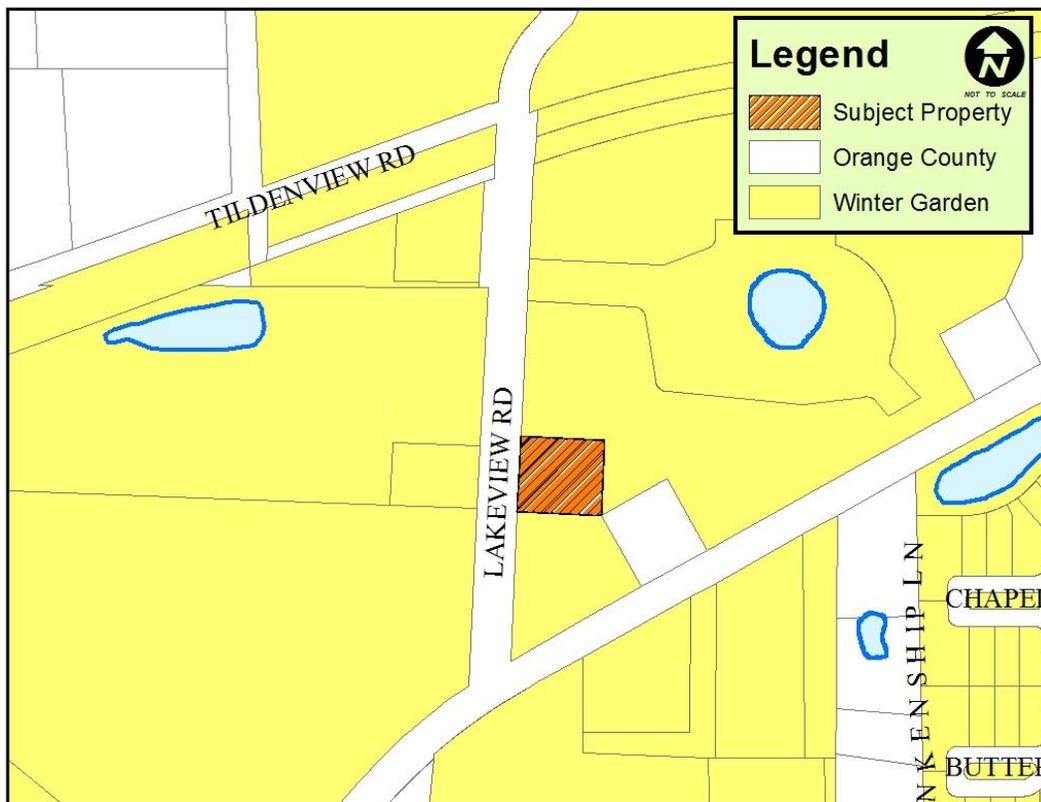
# STAFF REPORT

**TO:** PLANNING AND ZONING BOARD  
**PREPARED BY:** STEVE PASH, SENIOR PLANNER  
**DATE:** NOVEMBER 5, 2012  
**SUBJECT:** ANNEXATION – ZONING – FLU AMENDMENT  
**441 LAKEVIEW ROAD (0.57 +/- ACRES)**  
**PARCEL ID #:** 22-22-27-0000-00-101  
**APPLICANT:** CHARLES N. ASMA TRUST

### INTRODUCTION

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

The subject property is located at 441 Lakeview Road and is approximately 0.57 ± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Low Density Residential, and rezoning the property to R-1 Residential District.

In accordance with the City's Comprehensive Plan, permitted uses within the Low Density Residential land use include single family homes and churches and schools. The zoning classifications that are consistent with the Low Density Residential land use designation include PUD, R-1A, R-1, R-2, R-1B, and INT.

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

### **EXISTING USE**

The subject property is currently developed with a single family home. The applicant intends to keep the existing single-family home once the annexation, FLU, and zoning process is complete.

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

The properties located to the north are an orange grove and single family house, zoned R-1 and located in the City. The properties located to the east are an orange grove, zoned R-1 and located in the City and a single family house, zoned A-1 and located in Orange County. The property to the south is a single family house, zoned R-1 and located in the City. The properties to the west are developed a single family home, a retirement home, and a church, zoned R-2 and located in the City.

### **PROPOSED USE**

The owner is proposing to annex the property and keep the existing single-family home.

### **PUBLIC FACILITY ANALYSIS**

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

### **SUMMARY**

City Staff recommends approval of the proposed Ordinances. Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden's Comprehensive Plan to eliminate enclaves. The property is currently developed with a single family home and is consistent with the surrounding area.

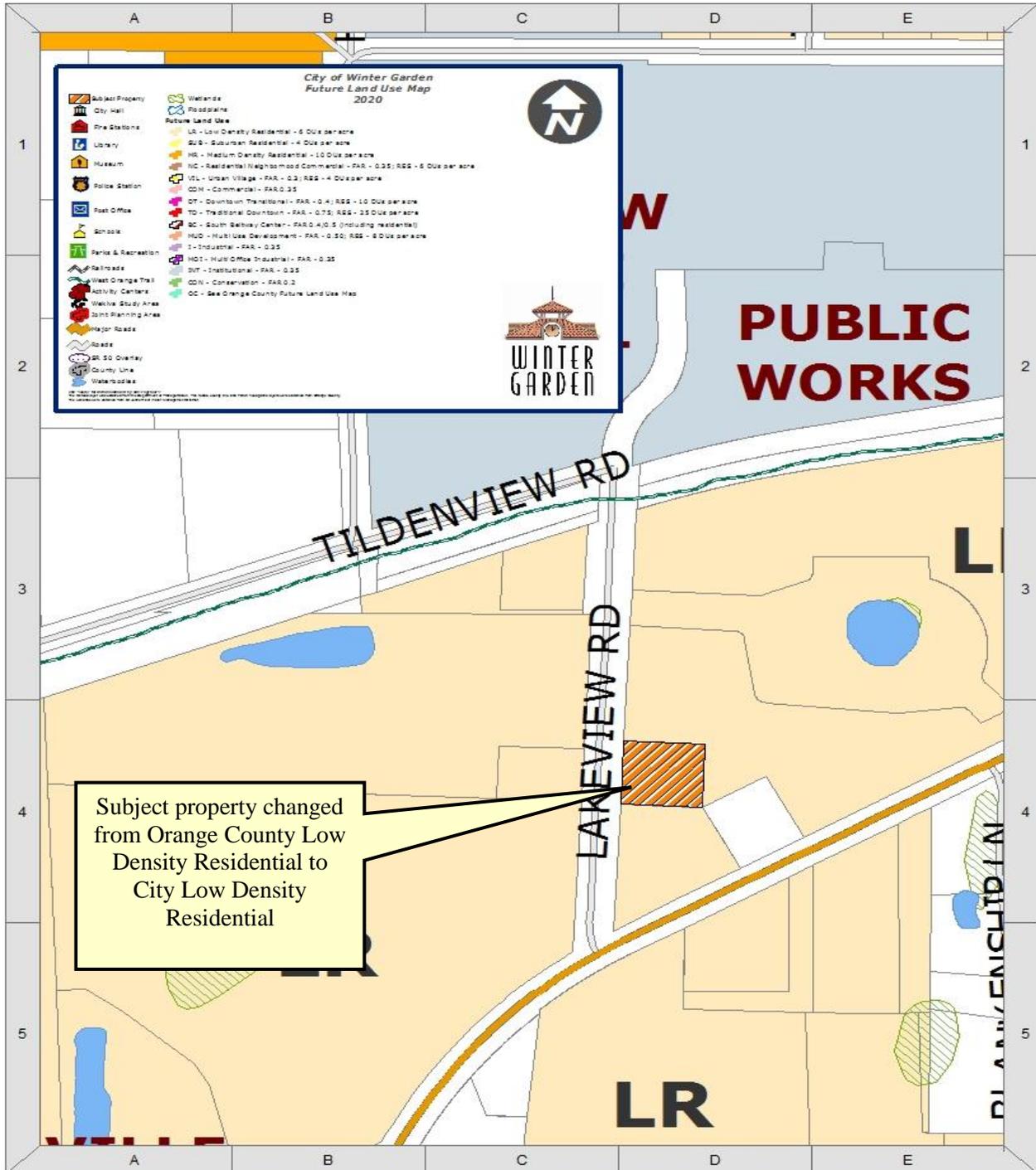
MAPS

**AERIAL PHOTO**

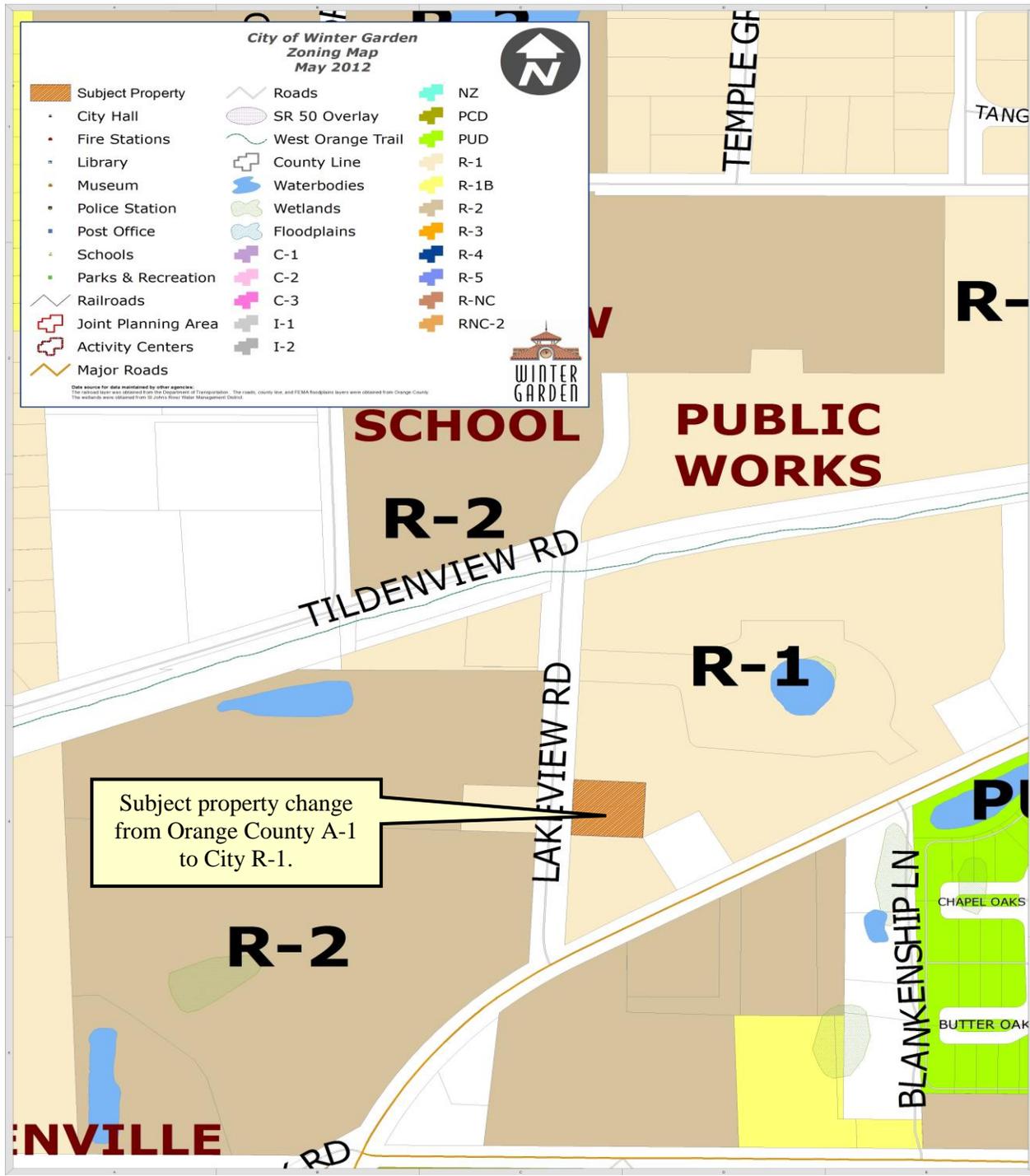
**441 Lakeview Road**



**FUTURE LAND USE MAP**  
**441 Lakeview Road**



**ZONING MAP**  
**441 Lakeview Road**



**END OF STAFF REPORT**

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

**From:** Ed Williams, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** October 31, 2012

**Meeting Date:** November 8, 2012

**Subject:** **1101 East Plant Street**  
City of Winter Garden  
**Ordinance 12-56 Annexation**  
**Ordinance 12-57 FLU Amendment**  
**Ordinance 12-58 Zoning**  
**PARCEL ID# 13-22-27-0000-00-009**

**Issue:** The applicant is requesting Annexation into the City of Winter Garden, Zoning, and a Future Land Use Amendment on property located at 1101 East Plant Street.

**Discussion:** The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 0.57 ± acre enclave located on the east side of Lakeview Road north of West Plant Street and south Tildenview Road. The applicant has requested Annexation into the City, Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Low Density Residential, and Rezoning of the property to City R-1 Single Family Residential District. (See attached Staff Report).

**Recommended Action:**

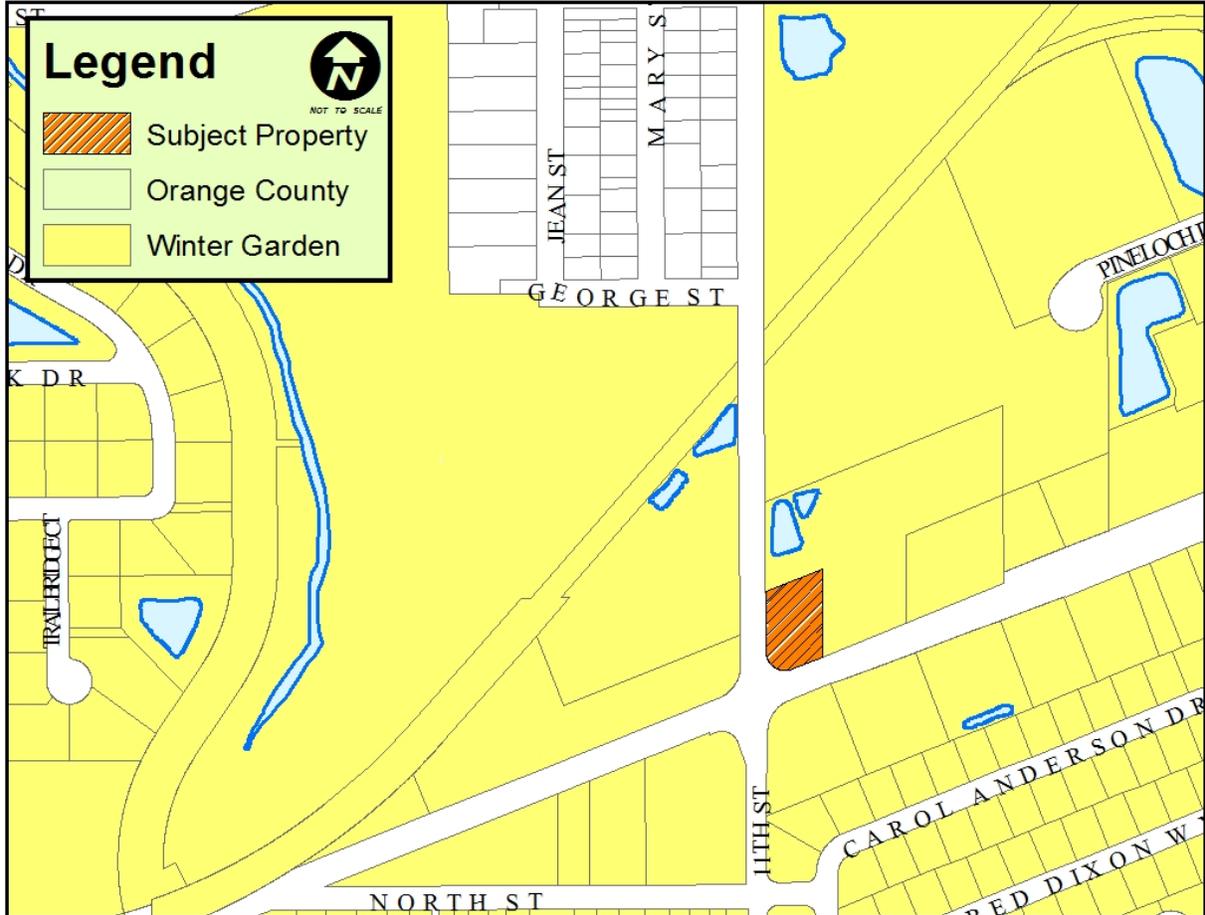
Staff recommends approval of Ordinance 12-56, Ordinance 12-57 and Ordinance 12-58 with the second reading and public hearing being scheduled for December 13, 2012.

**Attachment(s)/References:**

Location Map  
Ordinance 12-56  
Ordinance 12-57  
Ordinance 12-58  
Staff Report

# LOCATION MAP

1101 E. Plant Street  
Parcel ID # 13-22-27-0000-00-009



ORDINANCE 12-56

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.44 ± ACRES LOCATED AT 1101 EAST PLANT STREET AT THE NORTHEAST CORNER OF EAST PLANT STREET AND HENNIS ROAD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner of the land, generally described as approximately 0.44 ± acres located at the northeast corner of East Plant Street and Hennis Road and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida (“City”), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

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

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

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

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

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

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

the time of the passage of such laws, ordinances, and resolutions.

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

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

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

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

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

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

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

**APPROVED:**

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

**ATTEST:**

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

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

PARCEL ID#: 13-22-27-0000-00-009

W 150 FT OF SE1/4 OF SW1/4 N OF RD (LESS W 30 FT RD R/W & RD R/W ON S & LESS BEG 1140.88 FT N & N 68 DEG E 32.33 FT FROM SW COR OF SE1/4 OF SW1/4 TH N 63.68 FT SELY 84.01 FT S 68 DEG W 63.68 FT TO POB TAKEN FOR RD R/W) & IN OVERSTREET CRATE CO F/9 W 130 FT OF FOLLOWING DESC AS BEG SW COR BLK E RUN N 68 DEG E 598.63 FT TH S TO S LINE OF BLK E TH WLY ALONG BLK LINE TO POB ALL IN SEC 13-22-27 & (LESS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13 THENCE ALONG THE NORTH LINE OF SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13 NORTH 89-37-40 EAST 29.95 FEET TO THE EAST RIGHT OF WAY LINE OF HENNIS ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 3905 PAGE 2432 AND OFFICIAL RECORDS BOOK 2025 PAGE 957 PUBLIC RECORDS OF ORANGE COUNTY FLORIDA THENCE ALONG SAID EAST RIGHT OF WAY LINE SOUTH 00-09-03-EAST 110.39 FEET TO THE POINT OF BEGINNING THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 56-05-19 EAST 39.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 9247.75 FEET A CENTRAL ANGLE OF 00-36-50 AND A CHORD BEARING AND DISTANCE OF NORTH 68-21-26 EAST 99.08 FEET THENCE ALONG THE ARC OF SAID CURVE 99.05 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9079 PAGES 1060 THROUGH 1062 PUBLIC RECORDS OF ORANGE COUNTY FLORIDA THENCE ALONG SAID EAST LINE SOUTH 00-15-45 EAST 36.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PLANT STREET (STATE ROAD 438) AS RECORDED IN FLORIDA DEPARTMENT OF TRANSPORTATION-RIGHT OF WAY MAP SECTION NUMBER 75230-2518 THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 67-54-15 WEST 70.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 43.00 FEET A CENTRAL ANGLE OF 111-56-42 AND A CHORD BEARING AND DISTANCE OF NORTH 56-07-24 WEST 71.27 FEET THENCE ALONG THE ARC OF SAID CURVE 84.01 FEET TO THE POINT OF TANGENCY SAID POINT ALSO BEING A POINT ON AFORESAID EAST RIGHT OF WAY LINE THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00-09-03 WEST 8.62 FEET TO THE POINT OF BEGINNING)

ORDINANCE 12-57

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.44 ± ACRES LOCATED AT 1101 EAST PLANT STREET AT THE NORTHEAST EAST PLANT STREET AND HENNIS ROAD FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on the 13<sup>th</sup> of June, 1991, the City Commission of the City of Winter Garden adopted Ordinance 91-16 which adopted a new Comprehensive Plan for the City of Winter Garden, and on the 24<sup>th</sup> of June, 2010, the City Commission of the City of Winter Garden adopted Ordinance 10-19 readopting and amending the Comprehensive Plan for the City of Winter Garden;

**WHEREAS**, the owner of that certain real property generally described as 0.44 ± acres of land located at 1101 East Plant Street at the northeast corner of East Plant Street and Hennis Road, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Commercial to City Commercial; and

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

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

**SECTION I.** *FLUM Amendment.* The City of Winter Garden hereby amends the Future Land Use Map of the City of Winter Garden Comprehensive Plan by designating the aforesaid Property to City Low Density Residential as set forth in ATTACHMENT "B".

**SECTION II.** *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 12-56, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

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

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

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

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

**APPROVED:**

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

**ATTEST:**

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

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

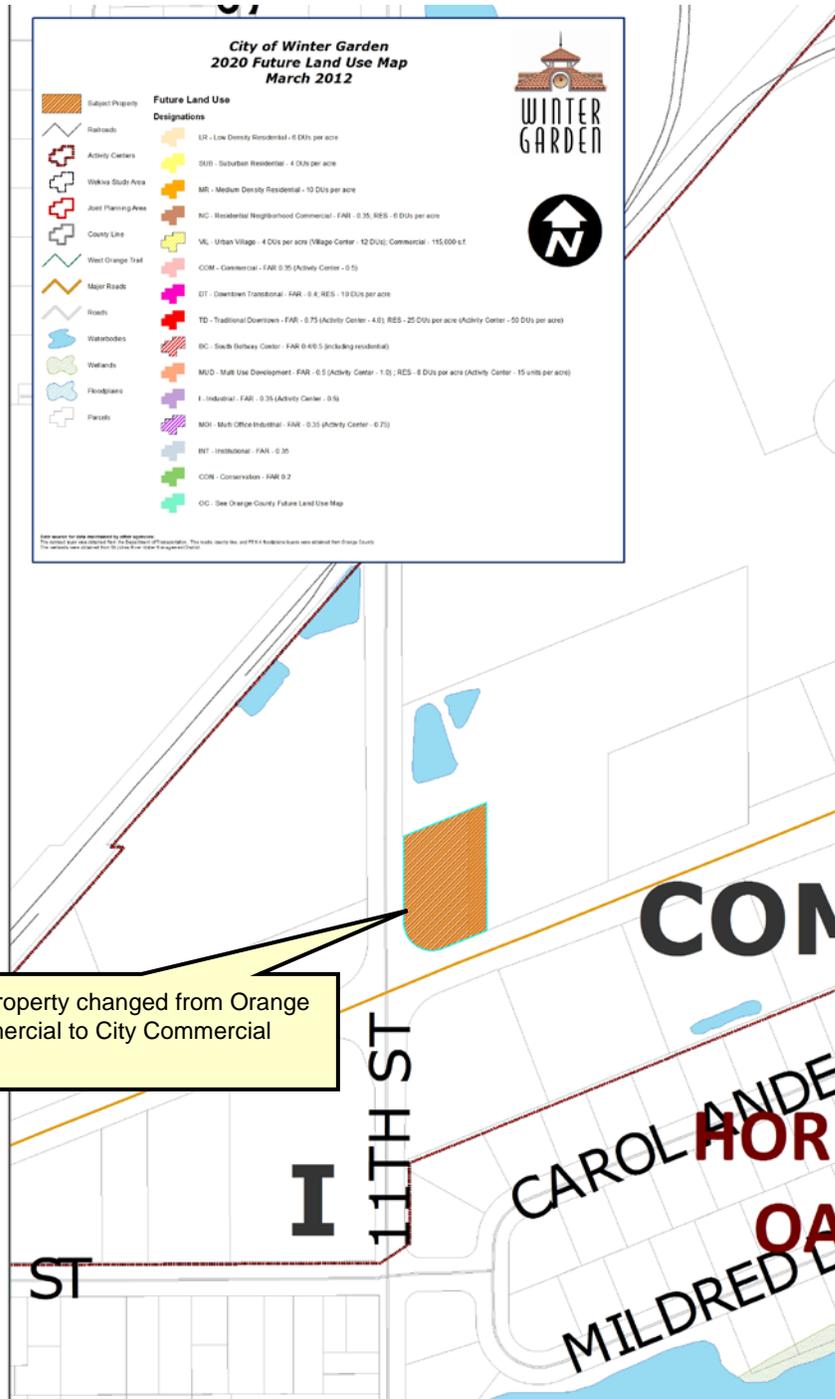
PARCEL ID#: 13-22-27-0000-00-009

W 150 FT OF SE1/4 OF SW1/4 N OF RD (LESS W 30 FT RD R/W & RD R/W ON S & LESS BEG 1140.88 FT N & N 68 DEG E 32.33 FT FROM SW COR OF SE1/4 OF SW1/4 TH N 63.68 FT SELY 84.01 FT S 68 DEG W 63.68 FT TO POB TAKEN FOR RD R/W) & IN OVERSTREET CRATE CO F/9 W 130 FT OF FOLLOWING DESC AS BEG SW COR BLK E RUN N 68 DEG E 598.63 FT TH S TO S LINE OF BLK E TH WLY ALONG BLK LINE TO POB ALL IN SEC 13-22-27 & (LESS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13 THENCE ALONG THE NORTH LINE OF SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13 NORTH 89-37-40 EAST 29.95 FEET TO THE EAST RIGHT OF WAY LINE OF HENNIS ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 3905 PAGE 2432 AND OFFICIAL RECORDS BOOK 2025 PAGE 957 PUBLIC RECORDS OF ORANGE COUNTY FLORIDA THENCE ALONG SAID EAST RIGHT OF WAY LINE SOUTH 00-09-03-EAST 110.39 FEET TO THE POINT OF BEGINNING THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 56-05-19 EAST 39.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 9247.75 FEET A CENTRAL ANGLE OF 00-36-50 AND A CHORD BEARING AND DISTANCE OF NORTH 68-21-26 EAST 99.08 FEET THENCE ALONG THE ARC OF SAID CURVE 99.05 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9079 PAGES 1060 THROUGH 1062 PUBLIC RECORDS OF ORANGE COUNTY FLORIDA THENCE ALONG SAID EAST LINE SOUTH 00-15-45 EAST 36.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PLANT STREET (STATE ROAD 438) AS RECORDED IN FLORIDA DEPARTMENT OF TRANSPORTATION-RIGHT OF WAY MAP SECTION NUMBER 75230-2518 THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 67-54-15 WEST 70.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 43.00 FEET A CENTRAL ANGLE OF 111-56-42 AND A CHORD BEARING AND DISTANCE OF NORTH 56-07-24 WEST 71.27 FEET THENCE ALONG THE ARC OF SAID CURVE 84.01 FEET TO THE POINT OF TANGENCY SAID POINT ALSO BEING A POINT ON AFORESAID EAST RIGHT OF WAY LINE THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00-09-03 WEST 8.62 FEET TO THE POINT OF BEGINNING)

# ATTACHMENT "B"

## FUTURE LAND USE MAP

### 1101 East Plant Street



ORDINANCE 12-58

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.44 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT 1101 EAST PLANT STREET AT THE NORTHEAST CORNER OF EAST PLANT STREET AND HENNIS ROAD ORANGE COUNTY C-3 COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner of that certain real property generally described as 0.44 ± acres of land located at 1101 East Plant Street at the northeast corner of East Plant Street and Hennis Road, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County C-3 Commercial District to the City's C-2 Arterial Commercial District zoning classification, therefore; and

**WHEREAS**, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the rezoning approved by this Ordinance is consistent with the City of Winter Garden Comprehensive Plan; and

**WHEREAS**, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to C-2 Arterial Commercial District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

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

**SECTION 1: *Rezoning.*** The above "Whereas" clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from Orange C-3 Commercial District to City C-2 Arterial Commercial District in the City of Winter Garden, Florida.

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

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

**SECTION 4: *Effective Date.*** This Ordinance shall become effective simultaneously upon the effective date of Ordinance 12-57 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

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

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

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

**APPROVED:**

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

**ATTEST:**

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

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

PARCEL ID#: 13-22-27-0000-00-009

W 150 FT OF SE1/4 OF SW1/4 N OF RD (LESS W 30 FT RD R/W & RD R/W ON S & LESS BEG 1140.88 FT N & N 68 DEG E 32.33 FT FROM SW COR OF SE1/4 OF SW1/4 TH N 63.68 FT SELY 84.01 FT S 68 DEG W 63.68 FT TO POB TAKEN FOR RD R/W) & IN OVERSTREET CRATE CO F/9 W 130 FT OF FOLLOWING DESC AS BEG SW COR BLK E RUN N 68 DEG E 598.63 FT TH S TO S LINE OF BLK E TH WLY ALONG BLK LINE TO POB ALL IN SEC 13-22-27 & (LESS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13 THENCE ALONG THE NORTH LINE OF SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13 NORTH 89-37-40 EAST 29.95 FEET TO THE EAST RIGHT OF WAY LINE OF HENNIS ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 3905 PAGE 2432 AND OFFICIAL RECORDS BOOK 2025 PAGE 957 PUBLIC RECORDS OF ORANGE COUNTY FLORIDA THENCE ALONG SAID EAST RIGHT OF WAY LINE SOUTH 00-09-03-EAST 110.39 FEET TO THE POINT OF BEGINNING THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 56-05-19 EAST 39.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 9247.75 FEET A CENTRAL ANGLE OF 00-36-50 AND A CHORD BEARING AND DISTANCE OF NORTH 68-21-26 EAST 99.08 FEET THENCE ALONG THE ARC OF SAID CURVE 99.05 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9079 PAGES 1060 THROUGH 1062 PUBLIC RECORDS OF ORANGE COUNTY FLORIDA THENCE ALONG SAID EAST LINE SOUTH 00-15-45 EAST 36.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PLANT STREET (STATE ROAD 438) AS RECORDED IN FLORIDA DEPARTMENT OF TRANSPORTATION-RIGHT OF WAY MAP SECTION NUMBER 75230-2518 THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 67-54-15 WEST 70.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 43.00 FEET A CENTRAL ANGLE OF 111-56-42 AND A CHORD BEARING AND DISTANCE OF NORTH 56-07-24 WEST 71.27 FEET THENCE ALONG THE ARC OF SAID CURVE 84.01 FEET TO THE POINT OF TANGENCY SAID POINT ALSO BEING A POINT ON AFORESAID EAST RIGHT OF WAY LINE THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00-09-03 WEST 8.62 FEET TO THE POINT OF BEGINNING)

# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

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

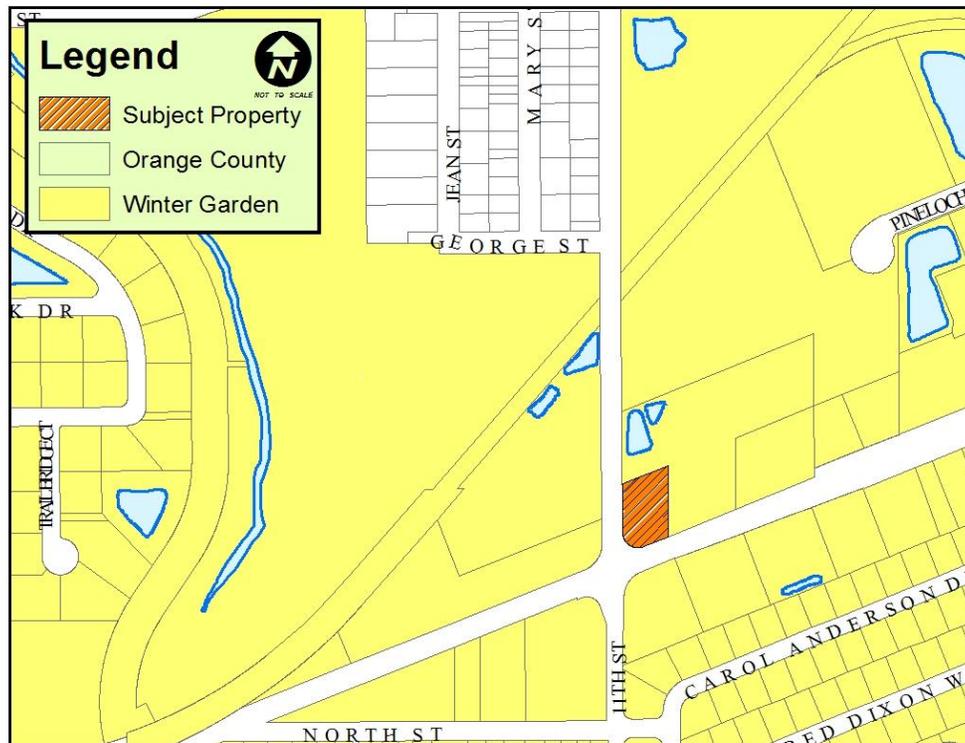
# STAFF REPORT

**TO:** PLANNING AND ZONING BOARD  
**PREPARED BY:** STEVE PASH, SENIOR PLANNER  
**DATE:** NOVEMBER 5, 2012  
**SUBJECT:** ANNEXATION – ZONING – FLU AMENDMENT  
**1101 EAST PLANT STREET (0.44 +/- ACRES)**  
**PARCEL ID #:** 13-22-27-0000-00-009  
**APPLICANT:** CITY OF WINTER GARDEN

### INTRODUCTION

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

The subject property is located at 1101 East Plant Street and is approximately 0.44 ± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Commercial, and rezoning the property to C-2 Arterial Commercial District.

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

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

### **EXISTING USE**

The subject property is currently developed with a warehouse building that was an automotive service facility and convenience store, but is now vacant. The property also contains a non-conforming billboard which will remain. The applicant intends to use a portion of the property for the widening of Plant Street and demolish the building once the annexation, FLU, and zoning process is complete.

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

The property located to the north and east is a concrete plant, zoned I-2 and located in the City. The properties to the south are commercial buildings with a variety of businesses, zoned C-2 and located in the City. The property to the west is a concrete plant, zoned I-2 and located in the City.

### **PROPOSED USE**

The owner is proposing to annex the property, use a portion of the land as right-of-way to widen Plant Street into 4 lanes, and demolish the existing building.

### **PUBLIC FACILITY ANALYSIS**

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

### **SUMMARY**

City Staff recommends approval of the proposed Ordinances. Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden's Comprehensive Plan to eliminate enclaves. The property is consistent with the surrounding area.

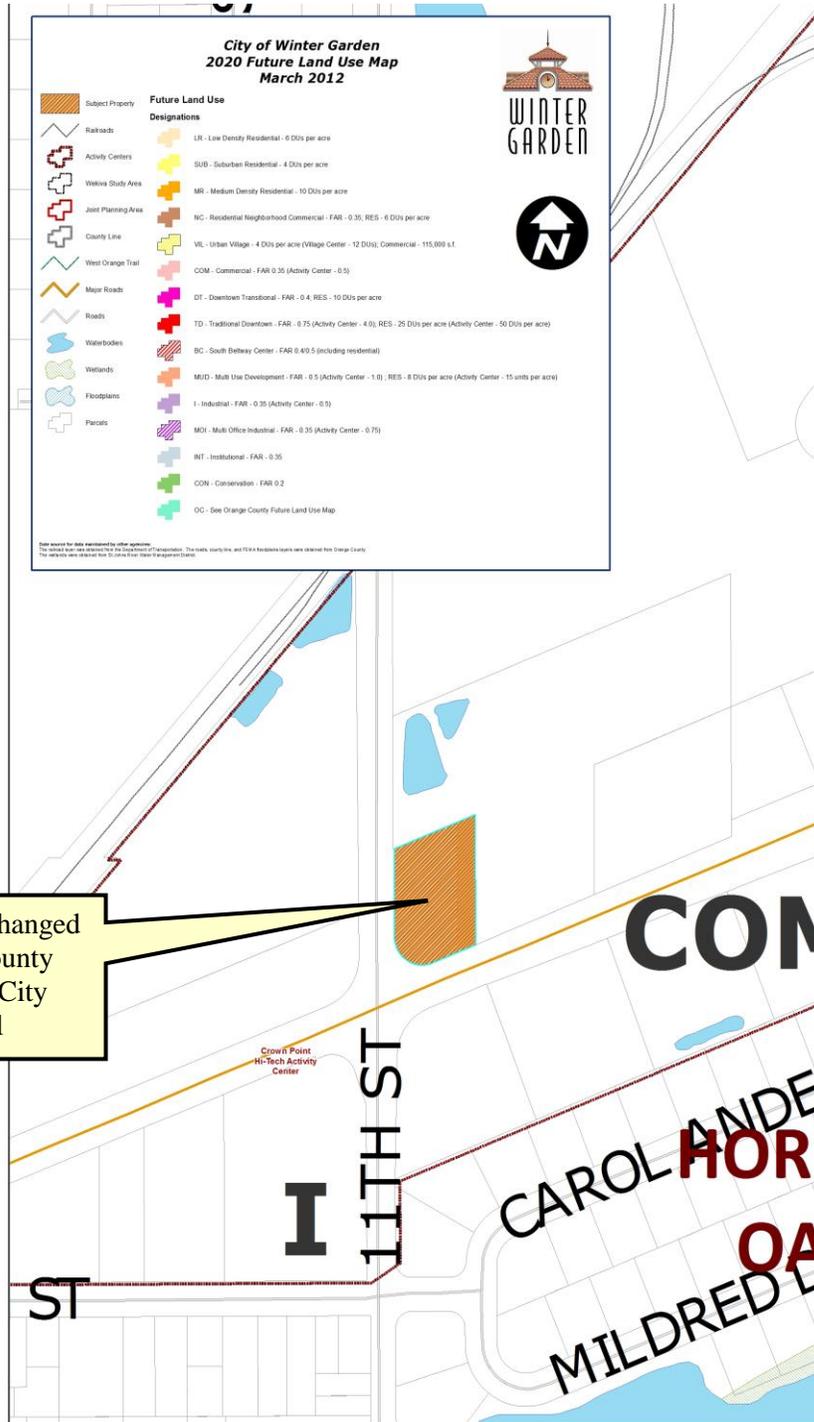
**MAPS**

**AERIAL PHOTO**

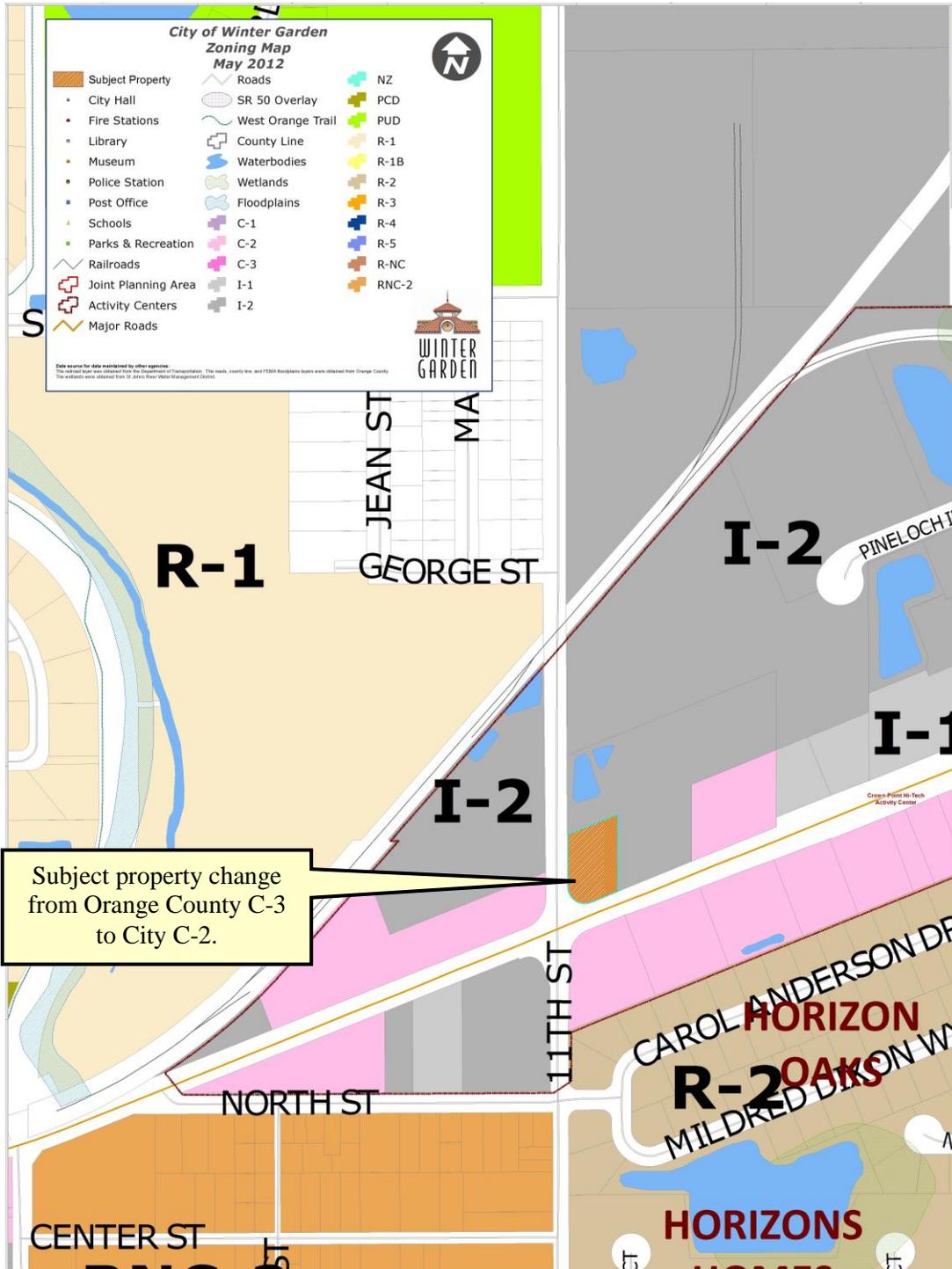
**1101 East Plant Street**



**FUTURE LAND USE MAP  
 1101 East Plant Street**



**ZONING MAP**  
**1101 East Plant Street**



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

**From:** Ed Williams, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** **October 31, 2012**                      **Meeting Date: November 8, 2012**

**Subject:** **Ordinance 12-63** Comprehensive Plan Future Land Use Map Amendment  
**Tucker Ranch Property (209 +/- ACRES)**  
Parcel ID# 28-22-27-0000-00-010  
Parcel ID# 28-22-27-0000-00-035

**Issue:** Request for approval of first reading of Ordinance 12-63 to allow staff to transmit a Large Scale Comprehensive Plan Amendment to the Florida Department of Economic Opportunity, amending the Future Land Use Map of the Comprehensive Plan by changing the future land use designation of the 209 +/- acre Tucker Ranch property from Orange County Rural/Agricultural to City Conservation.

**Discussion:**

The City purchased the property known as the Tucker Ranch property in January 2011. The Tucker Ranch property was City annexed into the City in October 2011 to allow for City laws and regulations to be in place on the land. In addition to amending the future land use designation of the Tucker Ranch property, over the next year the zoning designation will also be amended to City designations consistent with the future recreation and conservation use of the property.

**Recommended Action:**

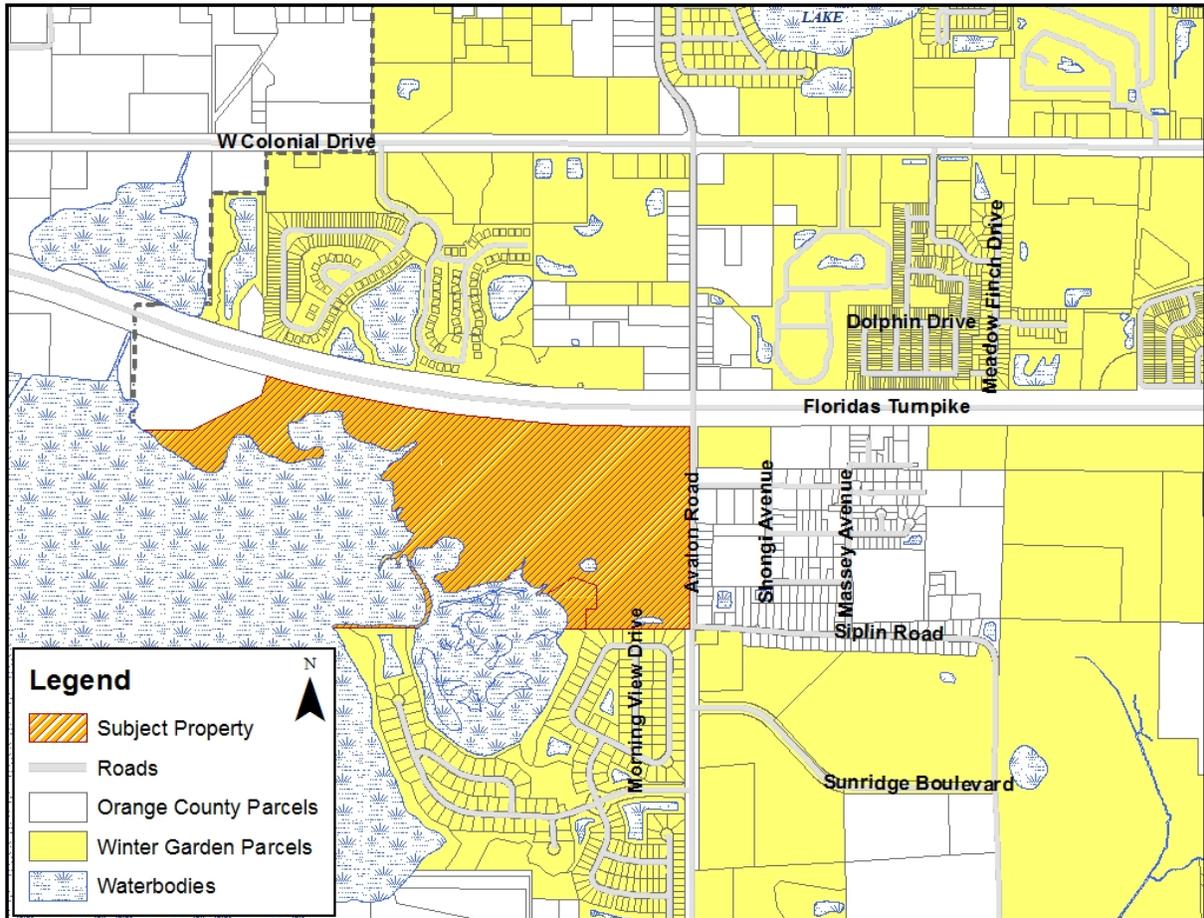
Staff recommends approval of the first reading of Ordinance 12-63, allowing staff to transmit a Large Scale Comprehensive Plan Amendment to the Florida Department of Economic Opportunity, amending the Future Land Use Map of the Comprehensive Plan by changing the future land use designation of the 209 +/- acre property from Orange County Rural/Agricultural to City Conservation, with second reading and adoption scheduled for December 13, 2012.

**Attachments/References:**

Location Map  
Ordinance 12-63  
Staff Report

# LOCATION MAP

100 and 200 Avalon Road  
Parcel ID # 28-22-27-0000-00-010  
Parcel ID # 28-22-27-0000-00-035



ORDINANCE 12-63

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION FROM ORANGE COUNTY RURAL/AGRICULTURAL TO CITY CONSERVATION FOR PROPERTY GENERALLY DESCRIBED AS 209 ± ACRES LOCATED AT 100 AVALON ROAD ON THE WEST SIDE OF AVALON ROAD AND SOUTH OF THE FLORIDA TURNPIKE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on the 13<sup>th</sup> of June, 1991, the City Commission of the City of Winter Garden adopted Ordinance 91-16 which adopted a new Comprehensive Plan for the City of Winter Garden, and on the 24<sup>th</sup> of June, 2010, the City Commission of the City of Winter Garden adopted Ordinance 10-19 readopting and amending the Comprehensive Plan for the City of Winter Garden;

**WHEREAS**, the owner of that certain real property generally described as 209 ± acres of land located at 100 Avalon Road, on the west side of Avalon Road south of the Florida Turnpike, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Rural/Agricultural to City Conservation; and

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

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

**SECTION I.** *FLUM Amendment.* The City of Winter Garden hereby amends the Future Land Use Map of the City of Winter Garden Comprehensive Plan by designating the aforesaid Property to City Conservation as set forth in ATTACHMENT "B".

**SECTION II.** *Effective Date.* This Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

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

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

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

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

**APPROVED:**

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

**ATTEST:**

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

## ATTACHMENT "A"

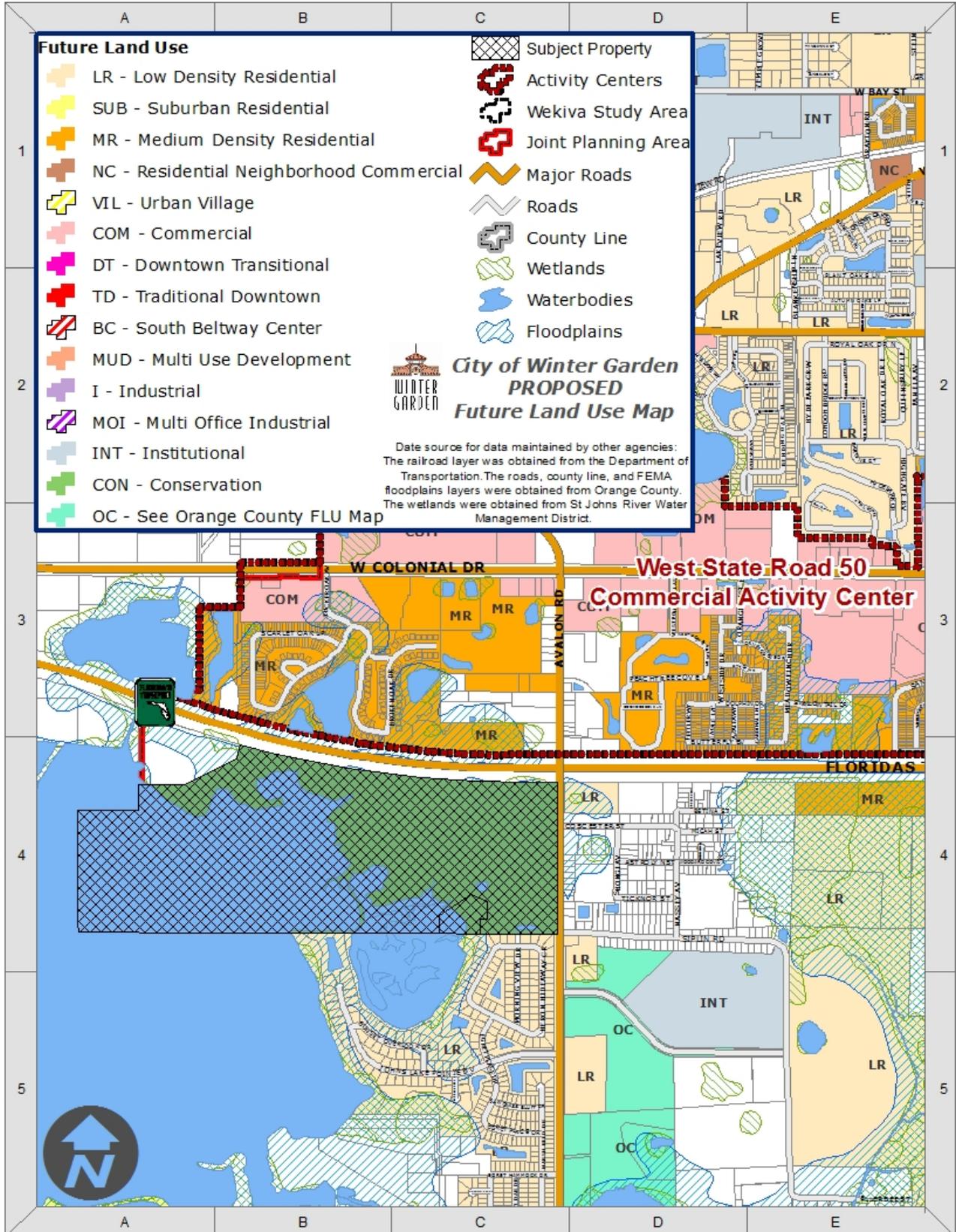
### LEGAL DESCRIPTION

A tract of land lying in Section 28, Township 22 South, Range 27 East, Orange County, Florida and being more particularly described as follows:

Commence at the East 1/4 corner of said Section 28, Township 22 South, Range 27 East, Orange County, Florida; thence run North 89°36'43" West along the South line of the Northeast 1/4 of said Section 28 for a distance of 25.00 feet to a point on the Westerly right of way line of State Road No. 545 (Avalon Road) said point being the POINT OF BEGINNING; thence departing said South line of the Northeast 1/4 and run South 00°04'46" West along the aforesaid Westerly right of way line of State Road No. 545 for a distance of 1,333.42 feet to a point on the South line of the Northeast 1/4 of the Southeast 1/4 of said Section 28; thence run North 89°48'32" West along the aforesaid South line of the Northeast 1/4 of the Southeast 1/4 and the South line of the Northwest 1/4 of the Southeast 1/4 and the South line of the Northeast 1/4 of the Southwest 1/4 as established by the plat of Johns Lake Pointe as recorded in Plat Book 69, Page 121 of the Public Records of Orange County, Florida for a distance of 3948.69 feet; thence departing the North line of the aforesaid plat of Johns Lake Pointe and continue North 89°48'32" West along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 28 for a distance of 1341.45 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 28; thence run North 00°02'08" East along the West line of the Northwest 1/4 of the Southwest 1/4 of said Section 28 for a distance of 1,351.60 feet to the West 1/4 corner of said Section 28; thence run South 89°36'43" East, along the North line of the Northwest 1/4 of the Southwest 1/4 of said Section 28 for a distance of 667.06 feet to the Southwest corner of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 28; thence run North 00°18'20" East along the West line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 28 for a distance of 283.93 feet; thence departing said West line and run South 89°38'06" East along the Southerly right of way line of State Road 91 (Florida's Turnpike) as per the right of way map (Financial Project No. 406146) and along those parcels as described in the Warranty Deed recorded in Official Records Book 9630, Page 3891 of the Public Records of Orange County, Florida for a distance of 522.00 feet; thence run North 63°07'41" East, for a distance of 629.13 feet; thence North 15°17'00" East, for a distance of 165.66 feet to a point on the Southerly limited access right of way line of the aforesaid State Road 91; said point being on a curve concave Northerly and having a Tangent Bearing of South 74°43'00" East and a radius of 11,609.16 feet; thence run Easterly along said right of way line and along the arc of said curve through a central angle of 15°19'03" for a distance of 3,103.63 feet to the Point of Tangency; thence run North 89°57'56" East, for a distance of 429.08 feet to the aforesaid Westerly right of way line of State Road No. 545 (Avalon Road); thence run South 00°04'03" West along said Westerly right of way line being 25 feet West of and parallel to the East line of the Northeast 1/4 of said Section 28 for a distance of 345.78 feet to the POINT OF BEGINNING.

Containing 9,102,404 square feet or 208.962 Acres, more or less.

# ATTACHMENT "B"



# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

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

# STAFF REPORT

**TO:** PLANNING AND ZONING BOARD

**PREPARED BY:** LAURA SMITH, SENIOR PLANNER

**DATE:** NOVEMBER 1, 2012

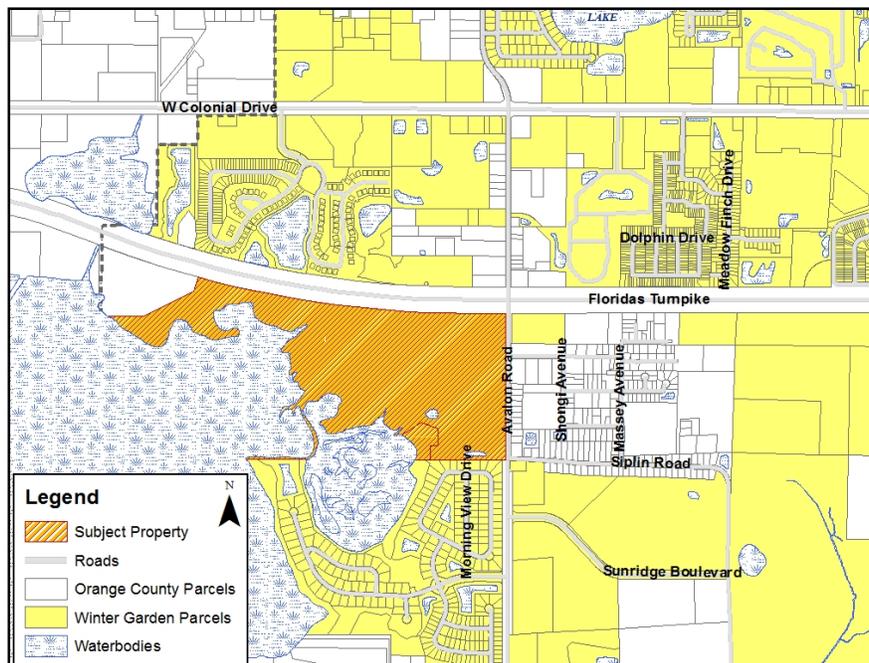
**SUBJECT:** FUTURE LAND USE MAP AMENDMENT  
**TUCKER RANCH PROPERTY (209 +/- ACRES)**  
Parcel ID # 28-22-27-0000-00-010  
Parcel ID # 28-22-27-0000-00-035

**APPLICANT:** CITY OF WINTER GARDEN

### INTRODUCTION

The purpose of this report is to evaluate the proposed future land use map amendment for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property is located on the west side of Avalon Road and south of the Florida Turnpike and is approximately 209 +/- acres. The City purchased the property in January 2011 and was annexed into the City in October 2011. The map below depicts the location of the Tucker Ranch property within the City's jurisdictional limits:



As owner of the Tucker Ranch property, the City has annexed the land onto the City and now requests to amend the future land use designation of the property from Orange County Rural/Agricultural to City Conservation. At this time the property is not being considered for rezoning, however upon completion of the future land use map amendment for the Tucker Ranch property City staff will proceed with the rezoning process to ensure that all City laws and regulations apply to the land.

The City's Comprehensive Plan policy for the future land use designation of Conservation states:

**Policy 1-1.2.11:** Conservation. Properties designated with the Conservation land use category are required to be developed at a floor area ratio not greater than 0.2. Property assigned the Conservation land use designation shall be lands that are natural resources. It is the intent of this land use designation to provide for the long term protection and preservation of environmentally sensitive natural resources systems. Development shall be limited to passive recreation facilities such as boardwalk or conservation related facilities such monitoring facilities or educational trails. The developer of land adjacent to areas designated with the Conservation land use shall bear the burden of proof in determining that proposed development will not adversely impact conservation resources. The zoning classifications that is consistent with the Conservation classification is CON and INT.

### **EXISTING USE**

The property is substantially vacant except for the single family residence that is located on the southernly portion of the land. The property was formerly used for a variety of agricultural and recreational uses. Most recently, the southeastern area of the site had a cattle ranch on approximately thirty (30) acres.

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

To the north of the property is the Florida Turnpike. To the south is the Johns Lake Pointe subdivision, which is actively being developed with single family residential homes under PUD Zoning. To the east is the Tildenville neighborhood that is located in unincorporated Orange County. To the west of the property is Johns Lake, of which a portion is part of the City's land. The surrounding zoning consists of PUD to the south and the Tildenville neighborhood to the east which is located in unincorporated Orange County and primarily zoned R-2 with some properties zoned R-3.

### **PROPOSED USE**

The City purchased the property for a future park with the intent to create a unique nature park with a variety of passive recreational uses and activities, as well as, provide limited access to the lake. Also, the City is in the process of using a portion of the property for sustainable farming.

### **PUBLIC FACILITY ANALYSIS**

The property's primary point of transportation access is from Avalon Road (County Road 545). The existing property access is along the southern edge of the property.

The City will provide water and sewer service to the property. The City has facilities adjacent to the property on the south side along Avalon Road (CR545). The City will provide utilities for the park office with the development of the property. The existing house currently utilizes a well and septic system.

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

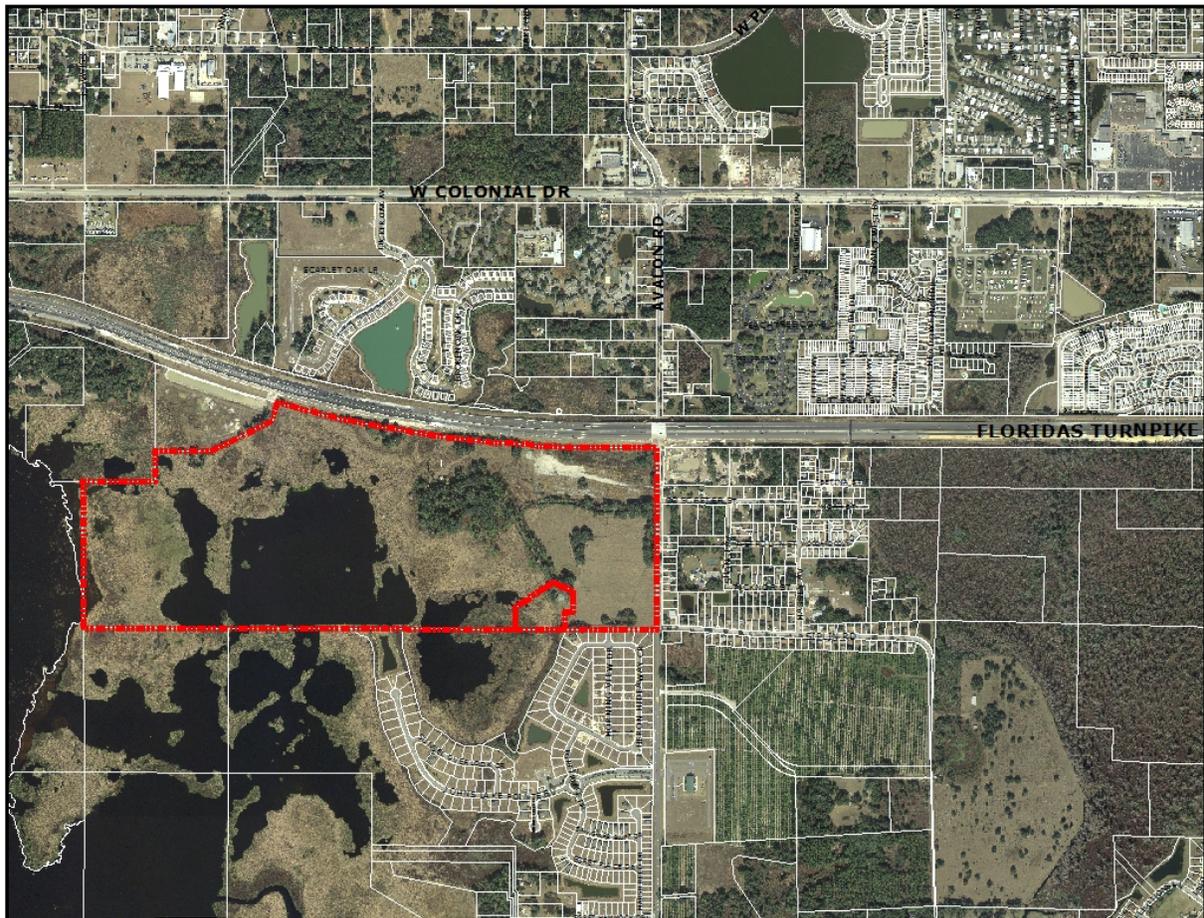
### **SUMMARY**

The City Planning Department has reviewed the proposed ordinance and recommends approval.

### **MAPS**

#### **AERIAL PHOTO**

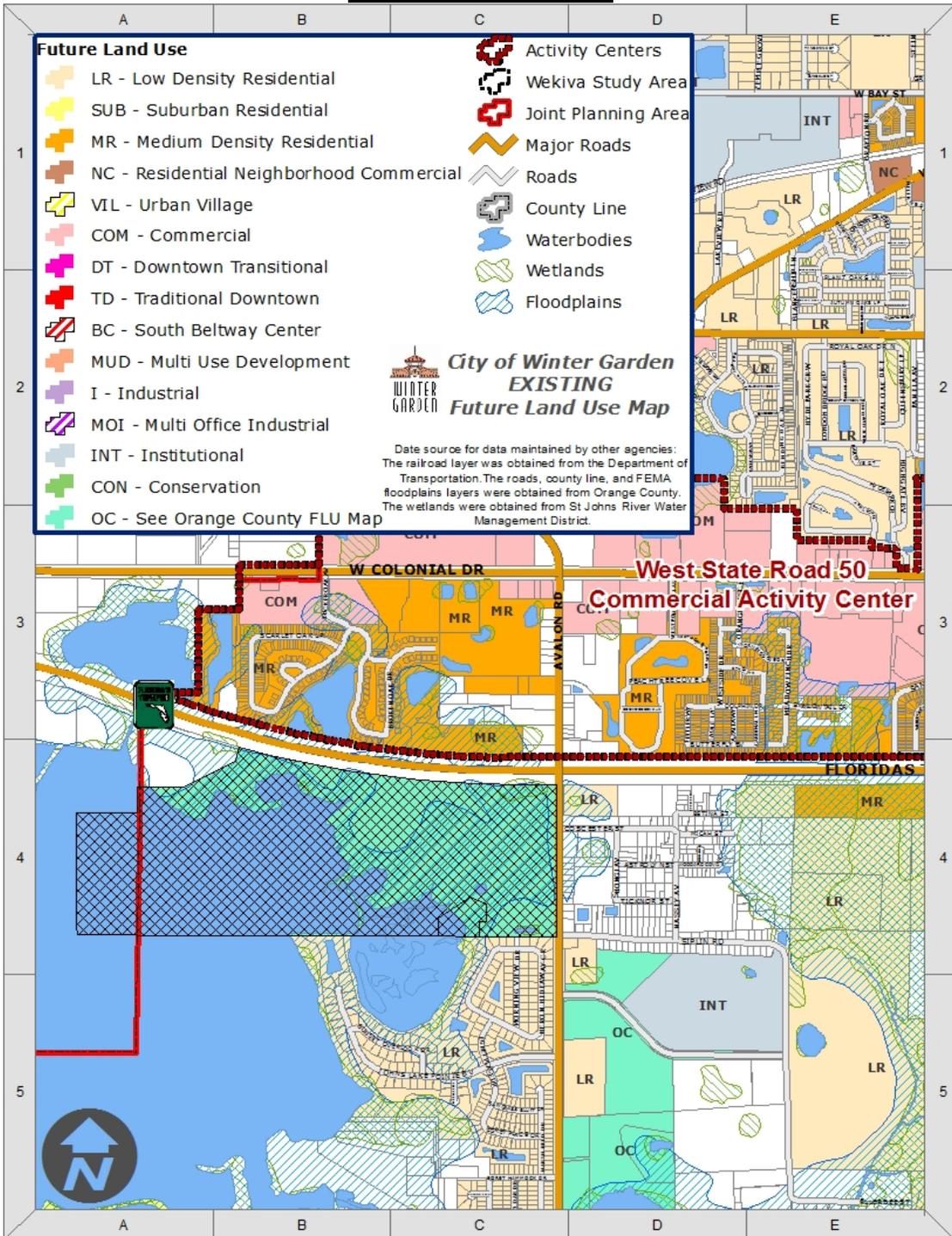
#### **100 - 200 Avalon Road**



**WINTER GARDEN  
 FUTURE LAND USE MAP**

**EXISTING**

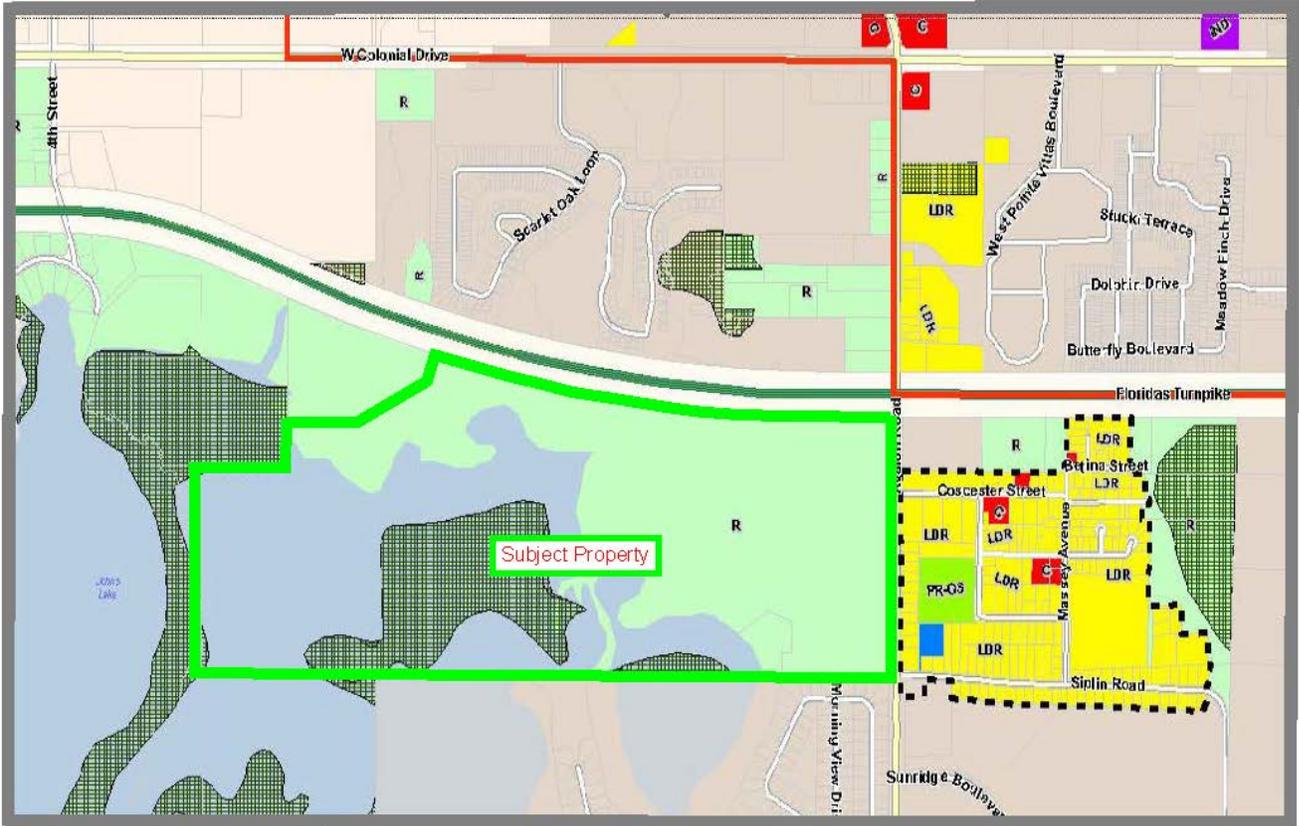
**100 - 200 Avalon Road**



**ORANGE COUNTY  
 FUTURE LAND USE MAP**

**EXISTING**

**100 - 200 Avalon Road**

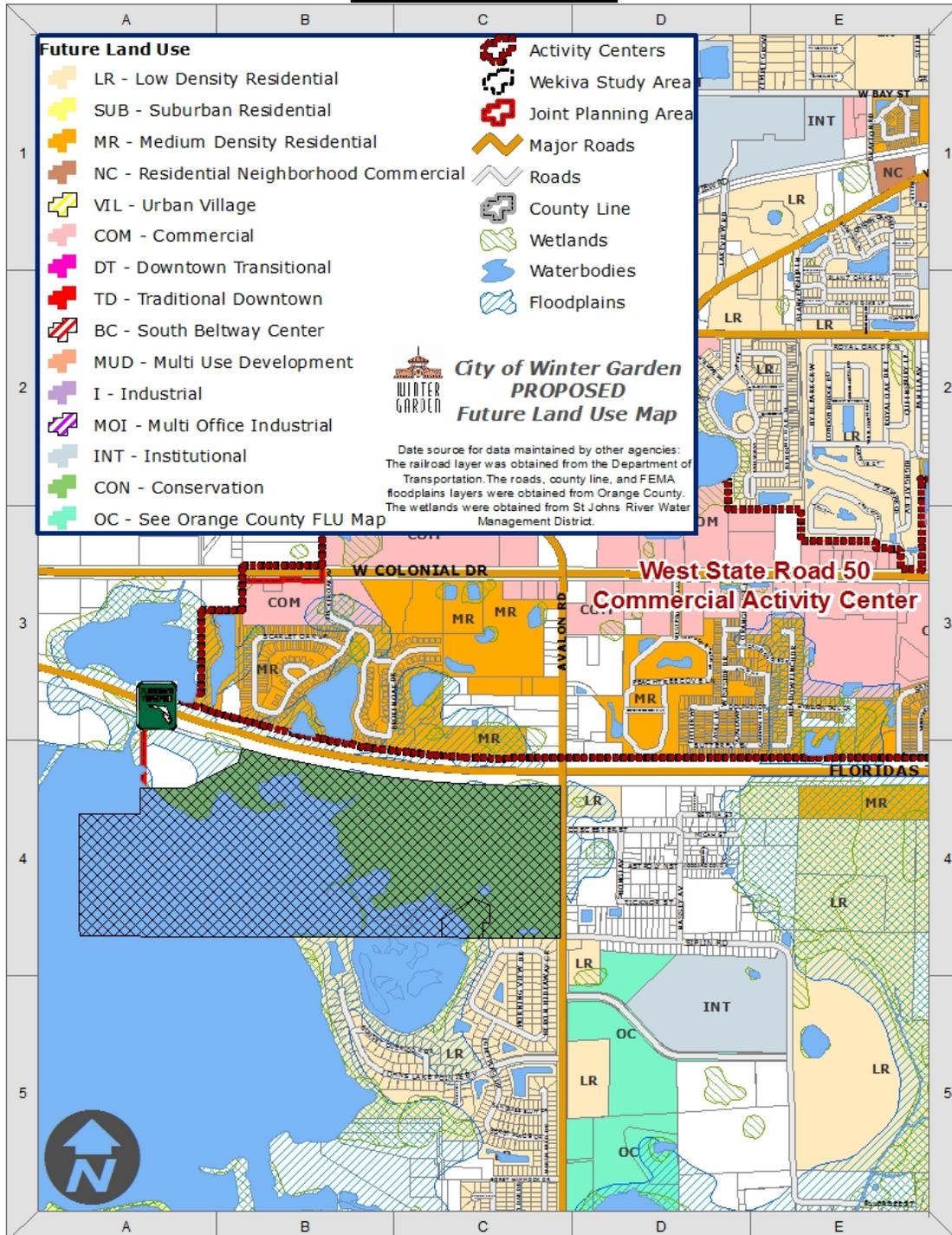


Rural	Low-Medium Density	Neighborhood Center	Village	Education
Rural 1/1	Medium Density Residential	Neighborhood Residential	Office	Parks/Recreation
Rural 1/2	High Density Residential	Activity Center Residential	Commercial	Preservation
Rural 1/5	Traditional Neighborhood	Activity Center Mixed Use	Industrial	Planned Development
Low Density Residential	Neighborhood Activity Corridor	Community Village Center	Institutional	Water Body

## WINTER GARDEN FUTURE LAND USE MAP

### PROPOSED

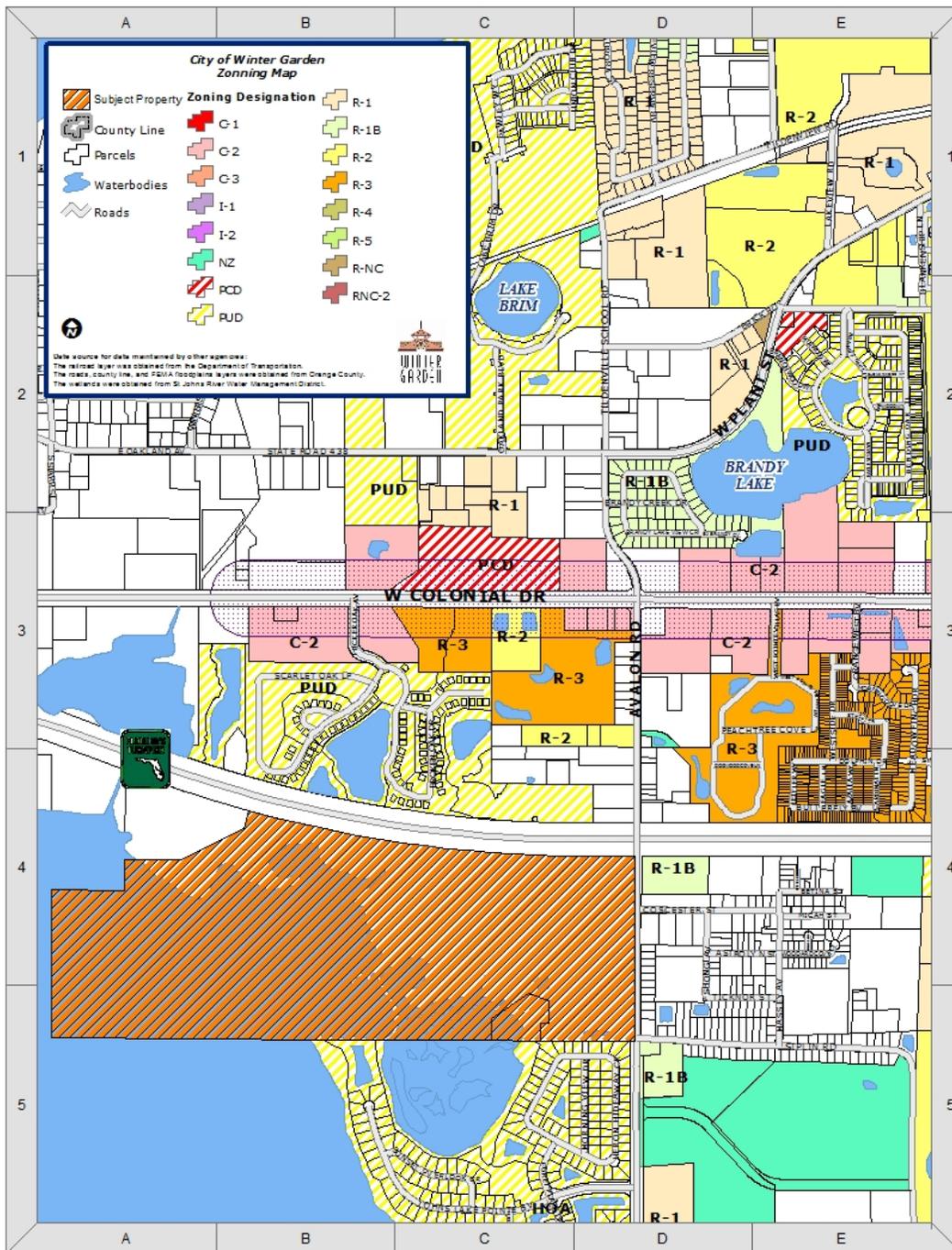
#### 100 - 200 Avalon Road



## WINTER GARDEN ZONING MAP

CURRENT

### 100 - 200 Avalon Road



**END OF STAFF REPORT**

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

**From:** Ed Williams, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** **October 31, 2012**                      **Meeting Date: November 8, 2012**

**Subject:** Bradford Creek  
**Developer's Agreement**

**Recommended Action:**

Approval of the Bradford Creek Developer's Agreement

**Attachments/References:**

Bradford Creek Developer's Agreement

This Instrument Prepared by and Return to:

Daniel W. Langley  
Fishback, Dominick, Bennett, Ardaman,  
Ahlers, Langley & Geller LLP  
1947 Lee Road  
Winter Park, Florida 32789-1834

Tax Parcel Numbers: 26-22-27-0000-00-018  
26-22-27-0000-00-019  
34-22-27-0000-00-014  
35-22-27-0000-00-002  
35-22-27-0000-00-004

## **BRADFORD CREEK DEVELOPER'S AGREEMENT**

**THIS DEVELOPER'S AGREEMENT** (the "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF WINTER GARDEN, FLORIDA, a Florida municipal corporation (the "**City**"), and J & WB, Inc. ("J&WB"), Edward Bradford Family Trust (the "Trust") and Ann Reaves McFadden, Trustee ("McFadden"). J&WB, the Trust and McFadden are collectively referred to herein as "Developer".

### **RECITALS:**

- A.** J&WB, the Trust and McFadden, separately, own in fee simple five (5) parcels that comprise approximately 63.06 ± acres of certain real property generally located north of Roper Road on the east and west side of Winter Garden Vineland Road and on the west side of Daniels Road at 420 and 421 Winter Garden Vineland Road in Winter Garden, Florida, being more particularly described on **Exhibit "A"** (the "**Subject Property**"); and
- B.** The Subject Property is zoned PUD, Planned Unit Development, and subject to and governed by City of Winter Garden Ordinance No. 12-30 (the "PUD Ordinance"); and
- C.** Developer shall comply with all provisions of the PUD Ordinance in the development of the Subject Property; and
- D.** Developer desires to develop the Subject Property in two (2) phases as a residential subdivision to be known as Bradford Creek consisting of a total of not more than 118 residential single-family units with a minimum of 2,400 square feet of living area per dwelling unit and related amenities and infrastructure (the "**Project**"); and
- E.** Development of the Project remains subject to certain approvals by the City, including, but not limited to, preliminary plan approval, final plat approval, construction plans, and issuance of building permits, certificates of occupancy and certificates of completion; and

- F. The impact of such a development on public infrastructure and services, including, but not limited to, roads, the connection of improvements to be constructed on the Subject Property to the City's roadways, public infrastructure, stormwater drainage, sanitary sewer, potable water, police, and fire will be significant given the infrastructure needs generated by the Project; and
- G. Development of the Subject Property at the intensity and configuration proposed requires the Developer to perform certain obligations and provide for certain mitigation of impacts of such development in order to comply with the City's Code of Ordinances, Comprehensive Plan and state law and otherwise address the impacts generated by the Project; and
- H. The Developer acknowledges that construction of the improvements and obligations required herein, which are necessary to serve the Project and the Subject Property, will be of direct benefit to the Developer and the Subject Property; and
- I. The City and the Developer desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to road improvements and other supporting infrastructure, the development of the Project and Subject Property, and other matters as provided for herein.

**NOW, THEREFORE**, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City agree as follows:

**1. Recitals.** The above Recitals are true and correct and are incorporated herein as material provisions of this Agreement.

**2. Preliminary Plat and Subdivision Construction Plans.** In addition to the requirements and obligations of the Developer herein, the development of the Subject Property and Project shall be subject to conditions of development approvals (as may have been imposed, and which are hereinafter imposed by the City Commission, the Planning and Zoning Board, and/or as part of City staff requirements), including but not limited to, the PUD Ordinance, City Code requirements, the preliminary plat, final plat and subdivision construction plans for the Project and Subject Property.

**3. Roper Road Extension Improvements.**

(a) As part of the Developer's construction of the site infrastructure for the first phase of the Project and subsequent to receipt of preliminary subdivision plan (a/k/a preliminary plat) approval, the Developer, at Developer's sole expense, shall design, permit and construct the east-west extension of Roper Road across Daniels Road and curving north and terminating prior to the access key pad area for the Project's subdivision entrance gate and other right-of-way improvements necessary to

accommodate access to the Project in accordance with the schematic drawing attached hereto as **Exhibit "B"** along with sidewalks, streetlights meeting the dark skies City Code requirements, and accommodating the secondary connection of the Serenades By Sonata PUD (Ordinance 11-36) parcel ("Sonata Parcel") located to the south of and adjacent to the east parcel of the Subject Property (collectively the "**Roper Road Improvements**"). The Roper Road Improvements and the Project's access to and from Daniels Road are subject to and contingent upon the City obtaining ownership of necessary right-of-way from the Sonata Parcel. On October 4, 2012, the City sent a written request to John M. Nabers and to Sonata Health Care, LLC requesting, within sixty (60) days following receipt of the request, conveyance of the "Right-of Way Property" as that term is defined in that certain Developer's Agreement executed by and among the City, John M. Nabers and Sonata Health Care, LLC dated March 22, 2012 and recorded at Official Record Book 10351, Page 6761 of the Public Records of Orange County, Florida. Developer shall control all aspects of the construction and installation of the Roper Road Improvements subject to right-of-way permit/use regulations, and Developer shall select and hire any independent contractors to complete the work as it shall determine.

(b) Upon completion of the Roper Road Improvements, the Developer shall have the City Engineer inspect such improvements and shall obtain a certificate of completion from the City Engineer for such improvements. As a condition precedent to receiving a certificate of completion from the City Engineer, the Developer shall execute and deliver to the City: (i) invoices for construction costs of the Roper Road Improvements, (ii) a 2 year maintenance bond or irrevocable letter of credit in an amount equal to twenty percent (20%) of the Road Improvements 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 Roper Road Improvements have been completed in accordance with approved plans, and (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor warranties, if any, for the Roper Road Improvements. The Roper Road Improvements shall be deemed completed upon Developer satisfying all of the conditions of this paragraph 3 ("**Roper Road Improvements Completion**"). No certificates of occupancy shall be issued for Phase II of the Project (also identified as the "East Parcel" on the PUD Ordinance) until the occurrence of the Roper Road Improvements Completion.

#### **4. Turn Lanes.**

(a) As part of the Developer's construction of the site infrastructure of the Project and subsequent to receipt of preliminary subdivision plan (a/k/a preliminary plat) approval, the Developer, at Developer's sole expense, shall design, permit and construct, in conjunction with Phase I, a left-in turn lane and right-in turn lane on C.R. 535 (a/k/a Winter Garden Vineland Road) into the entrance of the east and west parcels of the Subject Property and, in conjunction with Phase II, a left-in turn lane on Daniels Road into the east-west Roper Road extension being constructed in accordance with paragraph 3 of this Agreement and other right-of-way improvements necessary to accommodate access to the Project in accordance with the schematic attached hereto

as **Exhibit “C”** along with streetlights meeting the dark skies City Code requirements and sidewalks along the public road frontage of the Subject Property (the **“Turn Lane Improvements”**). Developer shall control all aspects of the construction and installation of the Turn Lane Improvements subject to right-of-way permit/use regulations and Developer shall select and hire any independent contractors to complete the work as it shall determine.

(b) Upon completion of each of the Turn Lane Improvements, the Developer shall have the City Engineer inspect such improvements and shall obtain a certificate of completion from the City Engineer for such improvements. As a condition precedent to receiving a certificate of completion from the City Engineer, the Developer shall execute and deliver to the City: (i) invoices for construction costs of the Turn Lane Improvements, (ii) a 2 year maintenance bond or irrevocable letter of credit in an amount equal to twenty percent (20%) of the Road Improvements 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 Turn Lane Improvements have been completed in accordance with approved designed plans, and (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor warranties, if any, for the Turn Lane Improvements. The Turn Lane Improvements shall be deemed completed upon Developer satisfying all of the conditions of this paragraph 4 (**“Turn Lane Improvements Completion”**). No certificates of occupancy shall be issued for any part of the Project until the occurrence of the Turn Lane Improvements Completion.

#### **5. Conveyance of Right-of-Way and Transportation Impact Fee Credits.**

(a) The Developer shall convey or cause to be conveyed: (i) an approximately thirty-foot (30') wide area from the Subject Property in order to accommodate the Roper Road Improvements being constructed and installed pursuant to this Agreement as more specifically described in the attached **Exhibit “D”**; and (ii) any other lands from the Subject Property necessary to accommodate the Turn Lane Improvements (collectively the **“Right-of-Way Property”**). The Right-of-Way Property shall be conveyed by the Developer to the City by special warranty deed free and clear of all liens and encumbrances except for those matters acceptable to the City. The Right-of-Way Property shall be conveyed to the City no later than upon final plat approval and simultaneously with the recording of the final plat for the first phase of the Project. The form of the special warranty deed shall be subject to the approval of the City. The Developer shall, at least ten (10) days 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. 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, if applicable.

(b) Neither the Developer nor Developer's successors and assigns nor any other person or entity shall be entitled to any road impact fee credits or other compensation of any kind for, on account of, or with respect to the required conveyance of the Right-of-Way Property to the City. Notwithstanding the foregoing, in the event the City elects to connect the Roper Road Improvements to C.R. 535 or to the segment of Roper Road located south of the Sonata Parcel ("Roper Road South"), then, and in that event, the Developer shall be entitled to receive from the City an award of transportation impact fee credits in an amount equal to one-half (1/2) of the documented costs of designing, engineering, permitting and constructing the Roper Road Improvements, including the cost of wetland mitigation and fill needed for the Roper Road Improvements (the "**Contingent Impact Fee Credit Award**"). The City shall make the Contingent Impact Fee Credit Award to the Developer at such time as the City acquires the additional right-of-way needed for the connection of the Roper Road Improvements either to C.R. 535 or to Roper Road South. As indicated above, the Developer shall not be entitled to receive any transportation impact fee credits for the conveyance of any portion of the Roper Road Right-of-Way. For a period of not more than twenty (20) years following the acquisition of the additional right-of-way that triggers the Contingent Impact Fee Credit Award, any impact fee credits awarded pursuant to this provision may be sold or assigned to third parties and/or used for development anywhere within the City. The ability for Developer or its successor and assigns to obtain the Contingent Impact Fee Credit Award under this provision and redeemed such credits shall terminate no later than twenty-five (25) years from the date this Agreement is recorded in the Public Records of Orange County, Florida.

**6. Lift Station.** Prior to the issuance of any certificate of occupancy related to any building associated with the Project, the Developer shall design, permit, locate and install, and construct, in accordance with City regulations, a lift station or lift stations of a size and capacity and in a location required by conditions of development approvals to accommodate the anticipated sanitary sewer flow requirements of the Project (the "**Lift Station**"). Upon completion of the Lift Station, the Developer shall have the City Engineer inspect such improvements, shall 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 Lift Station, (ii) a 2 year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Lift Station 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 provides a certification to the City that the Lift Station has been completed in accordance with approved design plans, (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor warranties, if any, for the Lift Station, after the

City Engineer certifies that the Lift Station is properly constructed, (v) a special warranty deed conveying the Lift Station tract to the City, free and clear of all encumbrances not acceptable to the City, and (vi) an access easement in favor of the City in a reasonable width requested by the City for ingress and egress to and from the Lift Station tract over a reasonable portion of the Subject Property. The Lift Station shall be deemed completed upon Developer satisfying all of the conditions of this paragraph 6 (“**Lift Station Completion**”). No certificates of occupancy shall be issued for any part of the Project until the occurrence of Lift Station Completion. Upon the occurrence of Lift Station Completion, the City will take over maintenance responsibility of the Lift Station.

**7. Plan Approval.** The City shall have final approval of all plans, calculations, designs, locations and specifications for the foregoing Roper Road Improvements, Turn Lane Improvements, Internal Utility Lines, and Lift Station (hereinafter collectively referred to as the “**Public Infrastructure Improvements**”). The Developer acknowledges and agrees that its design, permitting, installation and construction of the Public Infrastructure Improvements are proportionate to the impacts of the development of the Subject Property and that such improvements provide a direct benefit to the Subject Property. Except as otherwise extended by the City, once the Developer commences construction of the Public Infrastructure Improvements within a phase of the Project, such improvements shall be completed no more than 365 days from the commencement of construction, unless a shorter period of time is required by applicable permits as may be extended, then such shorter period shall apply. The Developer shall construct and install the Public Infrastructure Improvements in accordance with approved design plans.

**8. Dedications/Conveyances.** Pursuant to the terms of this Agreement or as a condition of approval of final plat(s) for the Project, Developer is conveying or causing to be conveyed to the City fee simple title or dedicating to the City certain easements and other real property rights to be identified on the final plat(s). Developer hereby indemnifies and holds the City harmless from any and all claims, damages, penalties, fines, attorneys’ fees (including at appellate and trial levels), costs, including but not limited to clean-up costs and other matters arising out of or any way related to environmental pollution and contamination on any and all real property interest granted, dedicated, gifted, and otherwise conveyed by the Developer to the City pursuant to this Agreement and the final plat(s), but excluding any environmental pollution or contamination that occurs after the date of such conveyance, grant, or dedication unless such environmental pollution or contamination is caused by the Developer.

**9. Traffic Signal.** The City intends to cause to be performed a traffic study (“traffic study”) for the intersection of Roper Road (east leg) and Daniels Road, which will measure traffic flows through such intersection and the traffic generated from the proposed development of the Subject Property and other surrounding development. If and when a traffic signal is warranted at the Roper Road and Daniels Road intersection, the Developer shall be required to pay its proportionate share of the cost of the traffic signal improvements, based on average daily trips generated by the development of the Subject Property as measured by the traffic study (“Traffic Signal Fair Share”). For example, if the development of the Subject Property generates twenty percent (20%) of

the traffic through such intersection, the Developer shall pay to the City twenty percent (20%) of the cost of the traffic signal improvements as the Developer's Traffic Signal Fair Share. Notwithstanding the foregoing, the amount of the Developer's payment for the Traffic Signal Fair Share shall not exceed \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_). The City shall deposit the Traffic Signal Fair Share payment in an interest bearing money market account.

The Traffic Signal Fair Share payment shall be made by the Developer: (i) within forty-five (45) days after the City provides notice to Developer that the traffic signal has been warranted, *or* (ii) prior to the Subject Property/Project obtaining a certificate of occupancy for its 80<sup>th</sup> dwelling unit, whichever occurs first. In the event the traffic signal for the Roper Road and Daniels Road has not been warranted prior to the Subject Property/Project obtaining a certificate of occupancy for its 79<sup>th</sup> dwelling unit, the Developer shall, at that time, make the Traffic Signal Fair Share Payment to the City. Provided however, if the traffic signal has not been warranted within ten (10) years after Developer's payment of the Traffic Signal Fair Share, the City will refund the Traffic Signal Fair Share payment, plus all accrued interest, to Developer or its successors and assigns in interest.

#### **10. Utility Improvements.**

(a) The development of the Subject Property must connect to the City's potable water, reclaimed water, and wastewater facilities at the Developer's expense. All of the City's Code requirements and specifications concerning utility connections and all of the City's Code requirements and specifications concerning solid waste collection apply to the Subject Property and development thereof.

(b) The Developer shall obtain water and sewer capacity through the City's established reservation procedures, when applicable. The Project, if developed in accordance with the applicable provisions of the City Comprehensive Plan and Land Development Code and this Agreement, satisfies and is fully vested against concurrency requirements for sewer, potable water, reclaimed water and transportation as described in the City Land Development Code and the Comprehensive Plan. The development of the Property will not be subject to further concurrency review for sewer, potable water, reclaimed water and transportation under the City's Comprehensive Plan and Land Development Code so long as the Developer commences construction of Public Improvements in accordance with this Agreement.

(c) Pursuant to the City Code, the Developer shall provide the design, permitting and construction of reclaimed (reuse) water systems throughout the development for future service and meter connection in accordance with the applicable City Codes. This reclaimed system may initially be supplied by the City's potable water, and will be supplied in the future with reclaimed water.

**11. Internal Sidewalks.** Prior to the issuance of a certificate of occupancy related to any residential unit associated with the Project, the Developer shall cause its builders to construct sidewalks in accordance with the approved construction plans

along the internal street in front of the particular residential dwelling for which a certificate of occupancy is sought.

**12. Performance Bond.** Prior to final plat approval for the first phase of the Project, if Public Infrastructure Improvements are not then completed, Developer shall, as a condition precedent to obtaining final plat approval, provide or shall cause its contractor to provide to the City a performance bond or irrevocable letter of credit, acceptable to and in favor of the City in an amount which is one hundred twenty percent (120%) of the total design, permitting and construction costs of the Public Infrastructure Improvements and which bond or irrevocable letter of credit shall be subject to approval by the City Attorney and City Engineer.

**13. Internal Utility Lines.** Prior to and as a condition precedent to receipt of a certificate of completion from the City Engineer for sewer, water and reclaimed water utility lines internal to the Project (the “**Internal Utility Lines**”) and before issuance of any certificates of occupancy for any dwelling units for the Project, Developer shall execute and deliver to the City: (i) invoices for construction costs of such Internal Utility Lines, (ii) a two (2) year maintenance bond or irrevocable letter of credit in an amount equal to twenty percent (20%) of the Internal 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 provides a certification to the City that the Internal Utility Lines have been completed in accordance with approved design plans, and (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor warranties, if any, for the Internal Utility Lines. The Internal Utility Lines shall be deemed completed upon Developer satisfying all of the conditions of this paragraph 13 (“**Internal Utility Lines’ Completion**”). No certificates of occupancy shall be issued for a particular phase of the Project until the Internal Utility Lines’ Completion occurs for each particular phase. Upon the occurrence of Internal Utility Lines’ Completion, the City will take over maintenance responsibility of the Internal Utility Lines.

**14. Community Subdivision Infrastructure Improvements.** Prior to the turnover of control of the homeowner’s association as defined by Chapter 110, City of Winter Garden Code of Ordinances and prior to the issuance of certificates of occupancy for ninety percent (90%) of the dwelling units for the Project, Developer shall execute and deliver to the City a 2 year maintenance bond or irrevocable letter of credit covering the community subdivision infrastructure improvements (excluding Public Infrastructure Improvements), in an amount equal to twenty percent (20%) of such community subdivision infrastructure improvements’ construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, and naming the City as beneficiary. Community subdivision infrastructure improvements include stormwater systems, roadways, gates, walls, streetlights, sidewalks and other subdivision infrastructure improvements to be ultimately owned or maintained by the homeowner’s association for the Property/Project. The Developer shall have maintenance responsibility for the community subdivision infrastructure improvements until homeowner’s association turnover occurs.

**15. Compliance with Law.** Nothing in this Agreement shall allow, or be construed to allow the Developer or Developer's successors and assigns to avoid or delay compliance with any or all provisions of the City's Comprehensive Plan, the City Code, City resolutions and other requirements pertaining to the use and development of the Subject Property.

**16. Indemnity.** The 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 (a) the Developer's and its officers', employees' and agents' acts, omissions, negligence, misrepresentation arising from or relating to this Agreement or any combination thereof; (b) the Developer's exercise of or failure to exercise the rights or obligations of the Developer under this Agreement; and (c) for the risks assumed by Developer under this Agreement. The foregoing indemnity shall not apply or be enforceable against any bona fide purchaser homeowner (or successor thereof) who is conveyed a lot within the Project for consideration after a certificate of occupancy is issued for a dwelling unit on such lot.

**17. Validity.** If any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Agreement shall continue in full force and effect.

**18. Notices.** Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to the City and the Developer at the following addresses, or at such other addresses designated in writing by the party to receive notice.

City: City Manager  
City of Winter Garden  
300 West Plant Street  
Winter Garden, Florida 34787

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

Developer: J & WB, Inc., Edward Bradford Family Trust  
and Ann Reaves McFadden  
c/o Wade Bradford  
111 Mericam Court  
Winter Garden, FL 34787

With a copy to: Miranda F. Fitzgerald, Esq.  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive

Orlando, FL 32801

Standard Pacific Homes    Director of Land  
558 West New England Avenue  
Suite 250  
Winter Park, FL 32789

With a copy to:    Travis Rentz, Esq.  
Clark & Albaugh, LLP  
700 West Morse Blvd., Suite 101  
Winter Park, FL 32789

Notices shall be either: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

**19. Attorney's Fees.** In any lawsuit between the parties to this Agreement arising from this Agreement, each party shall bear their own respective attorneys' fees and costs, except as otherwise provided by indemnification and/or hold harmless provisions of this Agreement.

**20. Entire Agreement.** This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings; written or oral, in effect between or among the parties related to the subject matter hereof.

**21. Interpretation.** None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting all or any portion of this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

**22. Binding Effect and Successors.** This Agreement shall run with the Subject Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement. In the event of the assignment of this Agreement, or the conveyance or transfer of the Subject Property, or any part thereof, the Developer shall be and remain liable for performance of the obligations under this Agreement until such time as a written release is obtained from the City, in the City's sole discretion except in the event all obligations under this Agreement have been completed, in which case no such release shall be

required. Excluding the City and any homeowner who is conveyed a lot within the Project after a certificate of occupancy is issued for a dwelling unit on such lot, Developer and all transferees, transferor, grantees, grantors, assignees and assignors relating to the Subject Property are jointly and severally liable for the Developer's obligations under this Agreement. The rights granted to Developer under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property. Notwithstanding the foregoing, in the event that the Subject Property is sold to Standard Pacific of Florida, a Florida general partnership, or to an entity in which Standard Pacific of Florida has the controlling ownership interest (collectively, "**Standard Pacific**") and this Agreement is assigned to Standard Pacific, the rights and obligations under this Agreement shall immediately transfer from the Developer named herein (the "Grantor/Assignor") to Standard Pacific as of the date of the Assignment, and the City shall acknowledge its written release of the Grantor/Assignor regarding the rights and obligations under this Agreement within fifteen (15) business days following receipt of a copy of the deed or deeds conveying the Subject Property to Standard Pacific and a copy of the assignment or assignments naming Standard Pacific as Assignee of the Grantor/Assignor's rights and obligations under this Agreement. The City's rights and obligations under this Agreement shall remain in full force and effect following issuance of the City's acknowledgment of the release.

**23. Local Development Approvals and Permits.** Notwithstanding anything herein to the contrary, all development of the 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 Owner's and 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.

**24. Rights-of-Way.** The City shall be under no obligation to condemn any rights-of-way, easement or other property rights for the construction of the Project or for any of Developer's obligations provided for herein.

**25. Impact Fees.**

(a) Transportation Impact Fees. Transportation impact fees shall be paid at rates applicable within the City at the time of building permit issuance. The amount of impact fee credits to be awarded to the Developer for the demolition of the existing buildings on the Subject Property shall be determined at the time of such demolition, in accordance with Section 42.60(3) of the City Code. Transportation impact fee credits awarded under this provision shall only be used for the development of the Subject Property and are not transferrable to any other property. Except as provided in this subparagraph 25(a) and in subparagraph 5(b) regarding the Contingent Impact Fee Credit Award, the Developer and the Project shall not receive any compensation or impact fee credits for the transportation-related obligations of the Developer provided in this Agreement including without limitation, for Right-of-Way Property conveyances required herein or as a condition to development approval.

(b) Water and Sewer Impact Fees. Water and sewer impact fees shall be paid in accordance with Chapter 78, Article II of the City of Winter Garden Code of Ordinances.

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

(d) The amount of impact fees required by subparagraphs (a) through (c) above shall be determined pursuant to City Code as such may be amended from time to time.

**26. Permit Approvals.** Developer shall be responsible for providing to City and obtaining any and all approval and permits for, by way of example not limitation, all drainage improvements, drainage connections, driveway connections, and utility connections from all applicable governmental agencies or jurisdictions, including but not limited to, the St. John's River Water Management District ("**SJRWMD**"), Orange County and the Florida Department of Environmental Protection ("**FDEP**"). If permit requirements and conditions imposed by Orange County, the St. John's River Water Management District, the Florida Department of Environmental Protection, the Florida Department of Transportation, or any other applicable jurisdiction significantly change the design of the Project or create conflict or inconsistencies with the conditions of this Agreement, the Agreement must be amended and approved by the City prior to the continuation of any development activities within the Subject Property.

**27. Model Homes.** Prior to final plat approval for the first phase of the Project, the Developer may receive building permits for the construction of up to four (4) model homes subject to compliance with Section 110-60 of the City Code. Subject to compliance with Section 110-60 of the City Code, the Developer may occupy the model

homes prior to completion of the infrastructure improvements required pursuant to this Agreement.

**28. Authority.** Each party represents and warrants to the other parties that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest and assigns.

Furthermore, J&WB, the Trust and McFadden represent and warrant to City that they are the fee simple owners of separate parcels comprising collectively the Subject Property, free and clear of any encumbrances including but not limited to mortgages, liens or easements, or, in the event an encumbrance exists, the owner of that parcel, at that owner's sole 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 Subject Property. Developer shall provide to City, certified surveys, title reports or other documents evidencing said ownership interest.

**29. Effective Date.** This Agreement shall become effective upon execution by all parties (the "**Effective Date**").

**30. Breach.** In the event of a breach, default, or violation of one or more of the provisions herein by the 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, the City 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, and revoke, certificates of occupancy or building permits associated with the Project in the event Developer is in violation of any provision of this Agreement. In addition to any of the above stated remedies, in the event the Developer fails to timely pay the Traffic Signal Fair Share payment or fails to timely complete the Public Infrastructure Improvements or any portion thereof, the City may record a Notice of Lien against the Subject Property in an amount equal to the design, permitting, installation and construction costs of such improvements. 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 Subject 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 Subject Property and the lien may be foreclosed upon for the benefit of the City any time which is more than 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 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.

**31. Amendment.** This Agreement may be amended, modified or cancelled by mutual consent of the parties hereto as represented by a written document executed by the City and the Developer.

**32. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Orange County, Florida.

**33. Recording.** Within fourteen (14) days after the execution of this Agreement by the parties, the City shall record this Agreement with the cost thereof to be borne by the Developer.

**34. Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement or 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.

**35. Informed Execution.** This Agreement is entered into voluntarily by the Developer without duress and after full review, evaluation and consideration by the Developer. Developer is represented by counsel, or alternatively, has been afforded an opportunity to retain counsel for review of this Agreement.

**36. Reimbursement.** On or before ten (10) days after the date of invoicing, Developer shall reimburse the City for all the City's direct costs, expenses and fees incurred relating to the review, processing, inspection, and regulation (or any combination thereof) of applications related to the Project, including without limitation, the City's consultants', engineers' and attorneys' fees, concerning the preparation of this Agreement and for other development review expenses in accordance with Chapter 88, City of Winter Garden Code of Ordinances. The City shall provide to Developer reasonable back-up documentation to support its invoices for reimbursement.

**37. Time is of the Essence.** Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.

**38. Captions.** The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.

**39. Independent Parties.** City and Developer are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize the Owner or Developer to represent or bind the City to matters not expressly authorized or provided in this Agreement.

**40. Full Compensation and Release.** Developer agrees that the consideration provided to Developer in this Agreement is intended as and does hereby constitute full, just and complete compensation for the conveyance of the Right-of-Way Property, Lift Station tract and any other dedication and conveyance as provided for herein, including, without limitation, any and all damage, if any, to the Subject Property (or any portion thereof), Developer's remaining property and business which may result from Developer's conveyance to the City of the Right-of-Way Property, Lift Station tract and any other dedication and conveyance as provided for herein, except; provided, however, this paragraph is not intended to and does not release the City from the obligation in subparagraph 5(b) regarding the Contingent Impact Fee Credit Award or the obligation in subparagraph 25(a) to award transportation impact fee credits for the existing structures on the Subject Property. With these exclusions, Developer, on behalf of Developer and its agents, successors, legal representatives and assigns, fully and forever release the City of and from, and waives, any and all condemnation or inverse condemnation claims and business damage claims relating to any or all portions of the Subject Property and the remaining property, which Developer may now have, may have had or which may hereafter accrue or otherwise be acquired arising out of and caused by the conveyance of the Right-of-Way Property, Lift Station tract and any other conveyance as provided for herein to City. The foregoing release and waiver includes, but is not limited to, compensation, damages, expenses, attorney's or expert's fees and costs, whether known or unknown.

**41. Attachments.** The following attachments are incorporated herein by reference:

Exhibit A	Legal Description of Subject Property
Exhibit B	Roper Road Improvements
Exhibit C	Turn Lane Improvements
Exhibit D	Right-of-Way Property

s:\aka\clients\winter garden\bradford creek subdivision w500-23124\bradford creek developers agreement 11-01-2012.doc

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AGREED by the City Commission of the City of Winter Garden, Florida, a Florida municipality, J&WB, Inc., Edward Bradford Family Trust, and Ann Reaves McFadden, Trustee as of the day first written above.

**“CITY”**

**CITY OF WINTER GARDEN, FLORIDA**

By: \_\_\_\_\_  
JOHN REES, MAYOR

**ATTEST:**

By: \_\_\_\_\_  
KATHY GOLDEN, CITY CLERK

[Signatures Continue on Following Pages]

Signed, sealed and delivered in  
the presence of:

**“DEVELOPER”**

**J & WB, Inc.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me  
this \_\_\_\_\_, 2012 by \_\_\_\_\_ as  
\_\_\_\_\_ of J & WB, Inc. She/He (check one) is personally known to  
me, or  has produced a valid driver’s license as identification.

\_\_\_\_\_  
Notary Public, State and County Aforesaid  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

[Signatures Continue on Following Pages]

**“DEVELOPER”**

**Edward Bradford Family Trust**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this \_\_\_\_\_, 2012 by \_\_\_\_\_ as \_\_\_\_\_ of Edward Bradford Family Trust. She/He (check one)  is personally known to me, or  has produced a valid driver's license as identification.

Notary Public, State and County Aforesaid  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

[Signatures Continue on Following Pages]

**“DEVELOPER”**

**Ann Reeves McFadden, Trustee**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me  
this \_\_\_\_\_, 2012 by \_\_\_\_\_ as  
\_\_\_\_\_ of Ann Reeves McFadden, Trustee. She/He (check one)  is  
personally known to me, or  has produced a valid driver's license as identification.

Notary Public, State and County Aforesaid  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

## Exhibit "A"

### **EAST PARCEL (Trust)**

The South 1/2 of the Southeast 1/4 of the Southwest 1/4; AND the North 1/2 of the Southeast 1/4 of the Southwest 1/4, Less that portion platted as DANIELS LANDING per plat thereof recorded in Plat Book 56, Pages 3-8, public records of Orange County, Florida; all in Section 26, Township 22 South, Range 27 East, less right-of-ways and subject to easements.

#### ALSO LESS:

Commence at the Northeast Corner of the Southeast 1/4 of the Southwest 1/4 of said Section 26, thence run S.00°11'04"E., along the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 26, a distance of 462.07 feet; thence run S.89°48'56"W., a distance of 60.00 feet to a point on the West right-of-way line of Daniels Road and the Point of Beginning; thence run S.00°11'04"E. along said right-of-way line, a distance of 125.00 feet; thence run S.89°48'56"W., a distance of 371.50 feet; thence run N.00°11'04"W., a distance of 144.12 feet; thence run N.87°01'05"E., a distance of 61.75 feet; thence run N.38°42'38"E., a distance of 30.67 feet; thence run N.89°56'19"E., a distance of 93.29 feet; thence S.66°29'14"E., a distance of 33.96 feet; thence run S.51°43'56"E., a distance of 37.87 feet; thence run S.69°20'03"E., a distance of 24.19 feet; thence run N.89°48'56"E., a distance of 113.92 feet to the aforesaid west right-of-way line of Daniels Road and the Point of Beginning.

### **WEST PARCEL (Corporation)**

Begin at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 22 South, Range 27 East, run thence N 0°02'00" E, along the East line of said Southwest 1/4 of the Southwest 1/4, a distance of 756.03 ft. to the thread of a stream; thence westerly, along the thread of said stream, the following courses and distances: S 78°12'30" W. 9.66 ft; thence S 89°57'26" W. 50.05 ft; thence S 81°30'03" W, 74.43 ft; thence N 77°45'10" W. 51.67 ft; thence S 87°40'08" W. 29.99 ft; thence N 43°20'18" W. 30.48 ft; thence S 77°16'50" W. 61.0 ft; thence S 76°21'15" W. 15.30 ft; thence S 29°28'07" W. 47.06 ft; thence S 13°45'29" W. 43.0 ft; thence S 60°29'53" W. 35.09 ft; thence S 82°46'31" W. 39.20 ft; thence S 71°52'36" W. 45.36 ft; thence S 47°23'08" W. 54.19 ft; thence N 76°01'52" W. 14.46 ft; thence N 82°37'22" W. 27.34 ft; thence N 58°49'09" W. 43.01 ft; thence N 60°26'07" W. 31.96 ft; thence N 88°35'40" W. 106.82 ft; thence N 76°14'16" W. 52.21 ft; thence S 83°37'37" W. 50.09 ft; thence S 71°48'12" W. 34.20 ft; thence N 86°42'47" W. 46.04 ft; thence departing from stream, run S 89°18'20" W. 464.76 ft to a point on the West line of said Southwest 1/4 of the Southwest 1/4 thence S 0°06'06" W. 642.86 ft; to the Southwest corner of said Section 26, run thence S 89°59'40" E. 1351.62 ft to the point of beginning.

Subject to right of way for Winter Garden-Vineland Road.

AND

The North 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida.

AND

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 22 South, Range 27 East, Orange County, Florida.

AND

### REAVES PARCEL

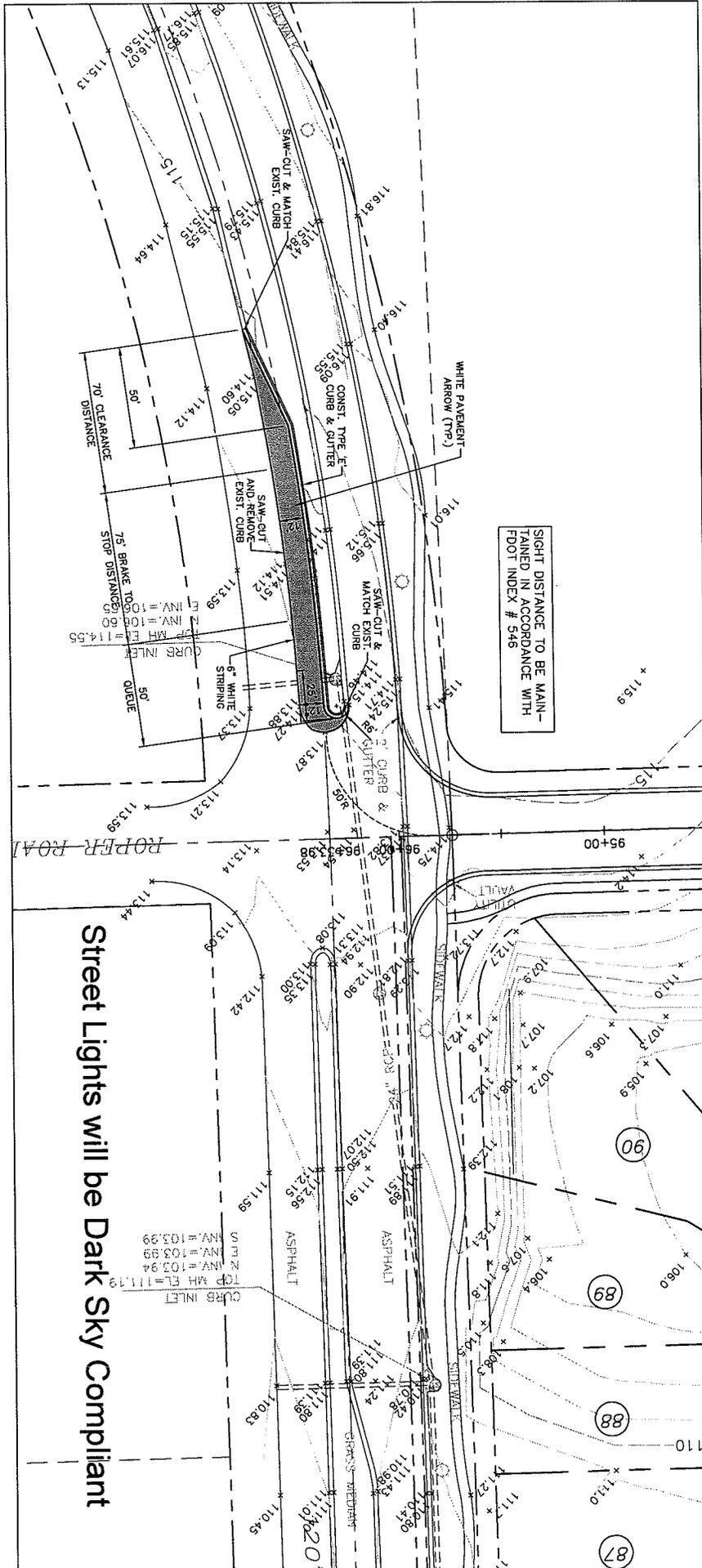
North 1/2 of Northeast 1/4 of Northwest 1/4 of Northwest 1/4 of Section 35, Township 22 South, Range 27 East, lying West of the West Right of Way line of SR 535 (Less begin on North line of Northwest 1/4 of Northwest 1/4 and West Right of Way line of SR 535, run West 150 feet, South 150 feet, East to the West Right of Way line of SR 535, North to the Point of Beginning), Orange County, Florida.

Containing 63.055 acres, more or less





Exhibit C



BRADFORD CREEK SUBDIVISION—DANIELS ROAD  
TURN LANE AND ENTRANCE PLAN FOR EAST PARCEL

## Exhibit "D"

The east 445.6 feet of the south 30 feet of the East Parcel, as described below.

### **EAST PARCEL**

The South 1/2 of the Southeast 1/4 of the Southwest 1/4; AND the North 1/2 of the Southeast 1/4 of the Southwest 1/4, Less that portion platted as DANIELS LANDING per plat thereof recorded in Plat Book 56, Pages 3-8, public records of Orange County, Florida; all in Section 26, Township 22 South, Range 27 East, less right-of-ways and subject to easements.

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## Exhibit "A"

### **EAST PARCEL (Trust)**

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AND

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Containing 63.055 acres, more or less

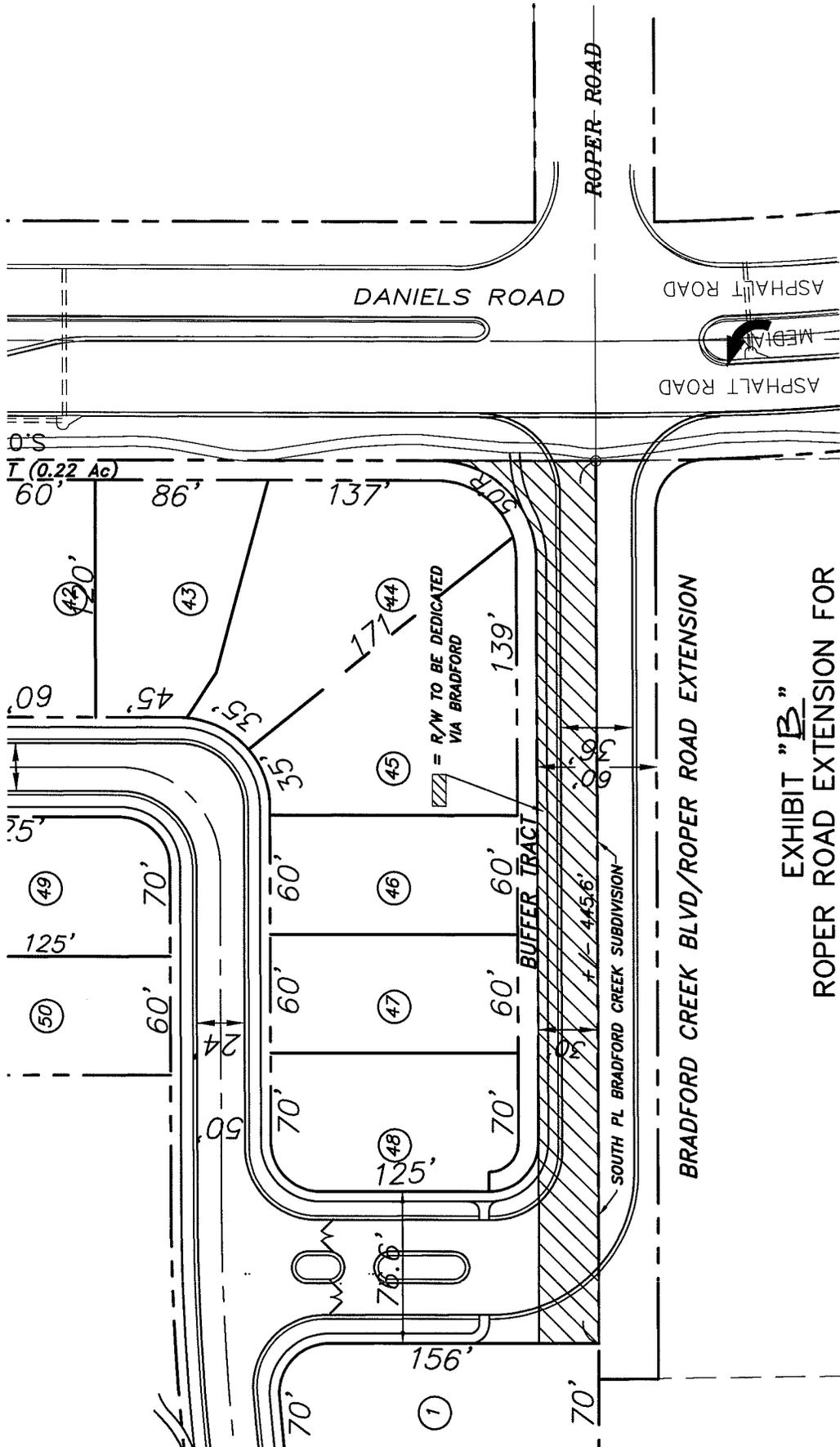
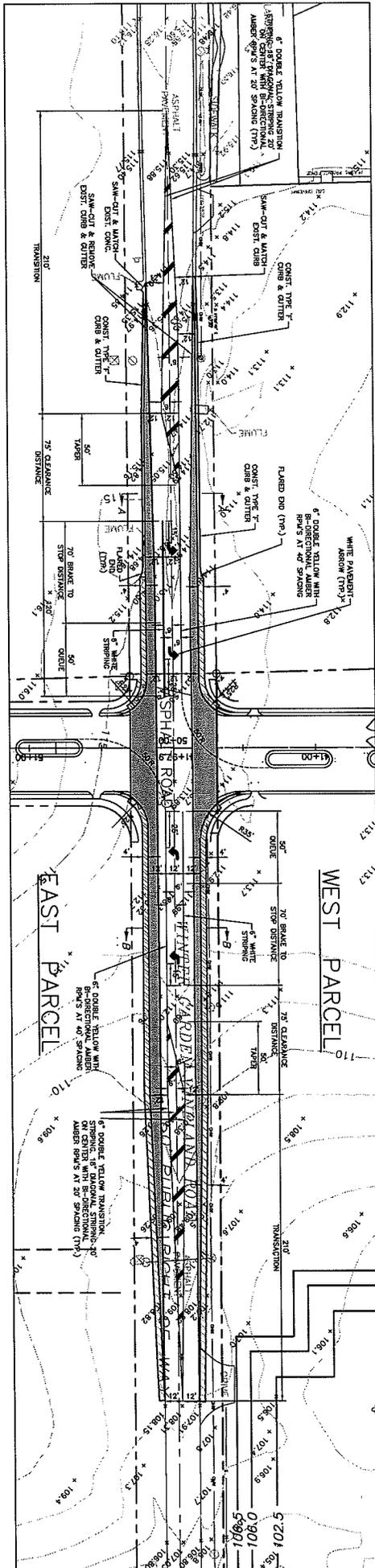


EXHIBIT "B"  
 ROPER ROAD EXTENSION FOR  
 BRADFORD CREEK SUBDIVISION





## Exhibit "D"

The east 445.6 feet of the south 30 feet of the East Parcel, as described below.

### **EAST PARCEL**

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

**From:** Ed Williams, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** **October 31, 2012**                      **Meeting Date: November 8, 2012**

**Subject:** Final Plat  
**Covington Chase Phase 2B (25.2+/- ACRES)**

**Issue:** The applicant is requesting approval of Final Plat of 44 lots in the 25.2+/- acre portion of the Covington Chase subdivision to be platted as Phase 2B. The subject property is located within the City of Winter Garden municipal limits, and carries a zoning designation of PUD (Planned Unit Development).

**Discussion:**

Final Plat of 44 lots in the 25.2+/- acre portion of the Covington Chase subdivision to be platted as Phase 2B is consistent with the Preliminary Plat of the Covington Chase subdivision for a total of 346 lots which was approved by the Planning and Zoning Board on January 13, 2005.

**Recommended Action:**

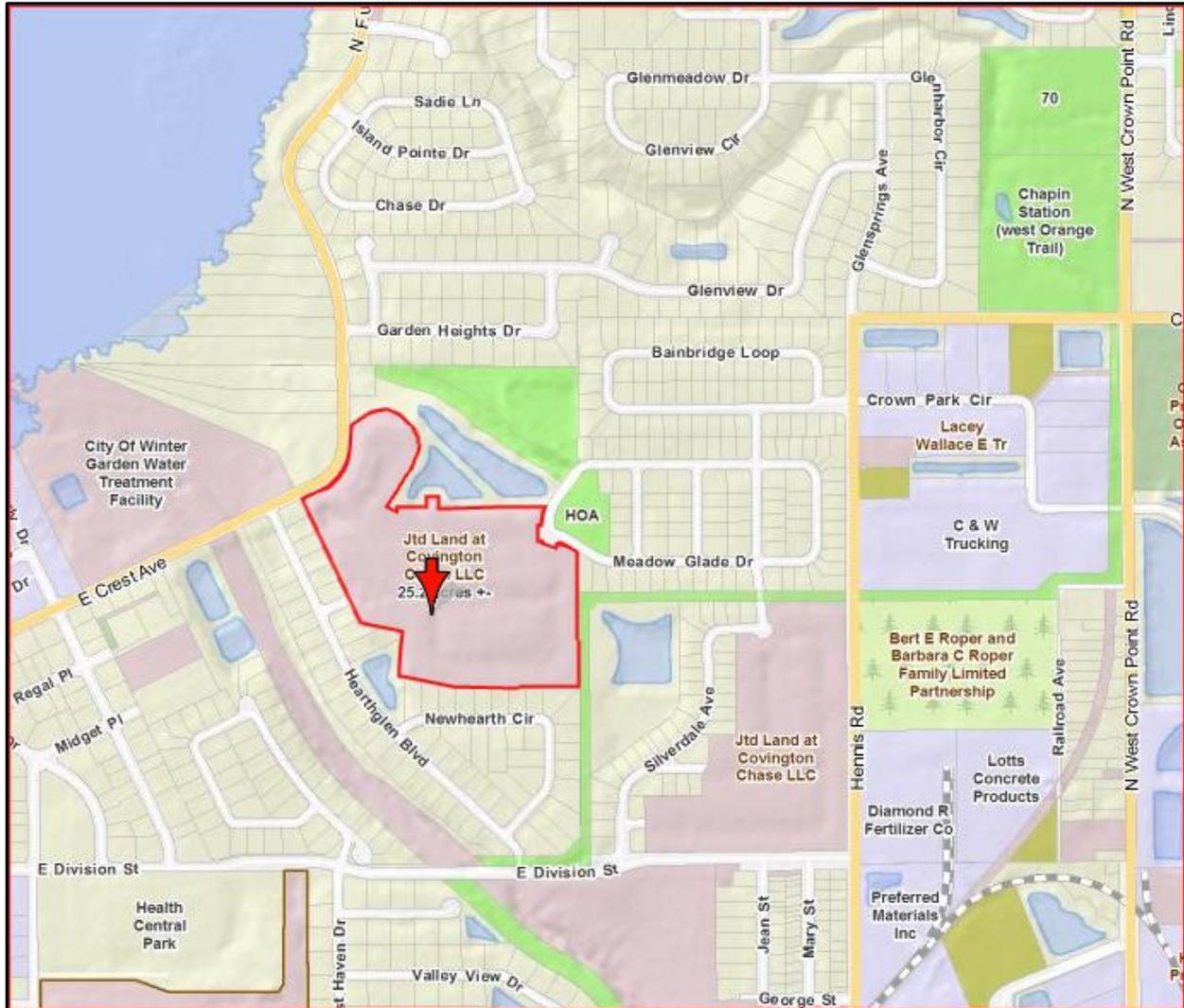
Staff recommends approval of the Covington Chase Phase 2B Final Plat (See attached Staff Report).

**Attachments/References:**

Location Map  
Staff Report  
Final Plat

# LOCATION MAP

Meadow Glade Drive  
Parcel ID # 13-22-27-1793-00-008



# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

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

# STAFF REPORT

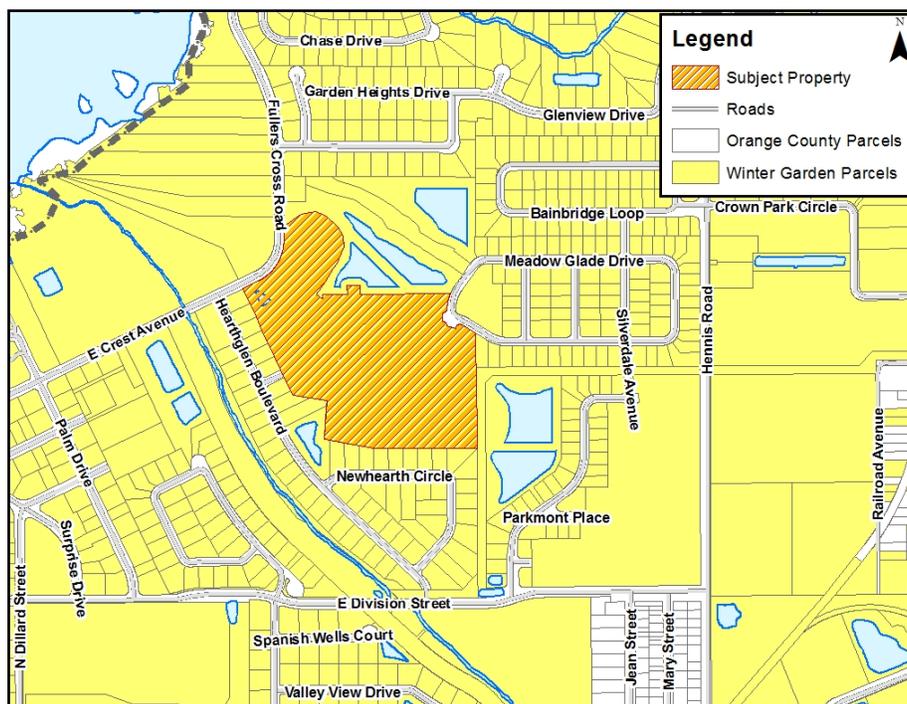
**TO:** PLANNING AND ZONING COMMITTEE  
**PREPARED BY:** LAURA SMITH, SENIOR PLANNER  
**DATE:** NOVEMBER 1, 2012  
**SUBJECT:** FINAL PLAT  
**Covington Chase Phase 2B (25.2+/- ACRES)**  
**PARCEL ID #** 13-22-27-1793-00-008

**APPLICANT:** JTD Land at Covington Chase, LLC.

### INTRODUCTION

The purpose of this report is to evaluate the proposed Final Plat of a portion of Covington Chase phase 2 for compliance with the Preliminary Plat for the Covington Chase Property, the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property located north of E Division Street and south of East Crest Avenue in the Covington Chase PUD subdivision is a 25.2± acre portion of the 114.86 ± acre Covington Chase PUD subdivision. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting approval of Final Plat of the 25.2± acre property to be platted as the Covington Chase Phase 2B for 44 single family residential lots. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation PUD (Planned Unit Development) in the City of Winter Garden. The subject property is designated Low Density Residential on the Future Land Use Map of the Comprehensive Plan. The applicant requests to plat Phase 2 of the project in 2 phases (Phase 2A and Phase 2B). The 25.2± acre site proposed for Final Plat encompasses the entire Phase 2 future development tract of the 114.86+/- acres Covington Chase PUD subdivision, however only 44 lots will be platted through this Final Plat as Phase 2B and an additional 42 lots will be submitted for Final Plat at a later date as Phase 2A.

### **EXISTING USE**

The 114.86± acre Covington Chase PUD subdivision has been partially platted; Phase 1 was platted as Covington Park and contained 177 single family residential lots on approximately 71.5± acres. The remaining 71.4 ± acres of unplatted land are proposed to be platted in multiple phases; the 25.2 ± acre portion of the remaining unplatted land that is located just south of East Crest Avenue is the subject area of the proposed Final Plat and is proposed to be platted for 44 single family residential lots as Covington Chase Phase 2B.

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

The properties located to the north of the subject property are made up of single family residential homes within subdivisions zoned R-1 (Glenview Estates and Garden Heights). The subject property abuts another R-1 zoned single family residential subdivision on the south and west side (Oak Glen). The properties located to the east of the subject property are part of Phase 1 of the Covington Chase PUD subdivision.

### **PROPOSED USE**

The applicant proposes to plat the 25.2± acre site to construct 44 single family residential homes as Covington Chase Phase 2B.

### **PUBLIC FACILITY ANALYSIS**

The Covington Chase PUD subdivision was approved for 345 single family residential lots to be developed in multiple phases. Infrastructure in the form of roads, water, sewer, and reclaimed water systems have been installed to support the approved subdivision.

### **SUMMARY**

City Staff recommend approval of the proposed Final Plat for Covington Chase Phase 2B.

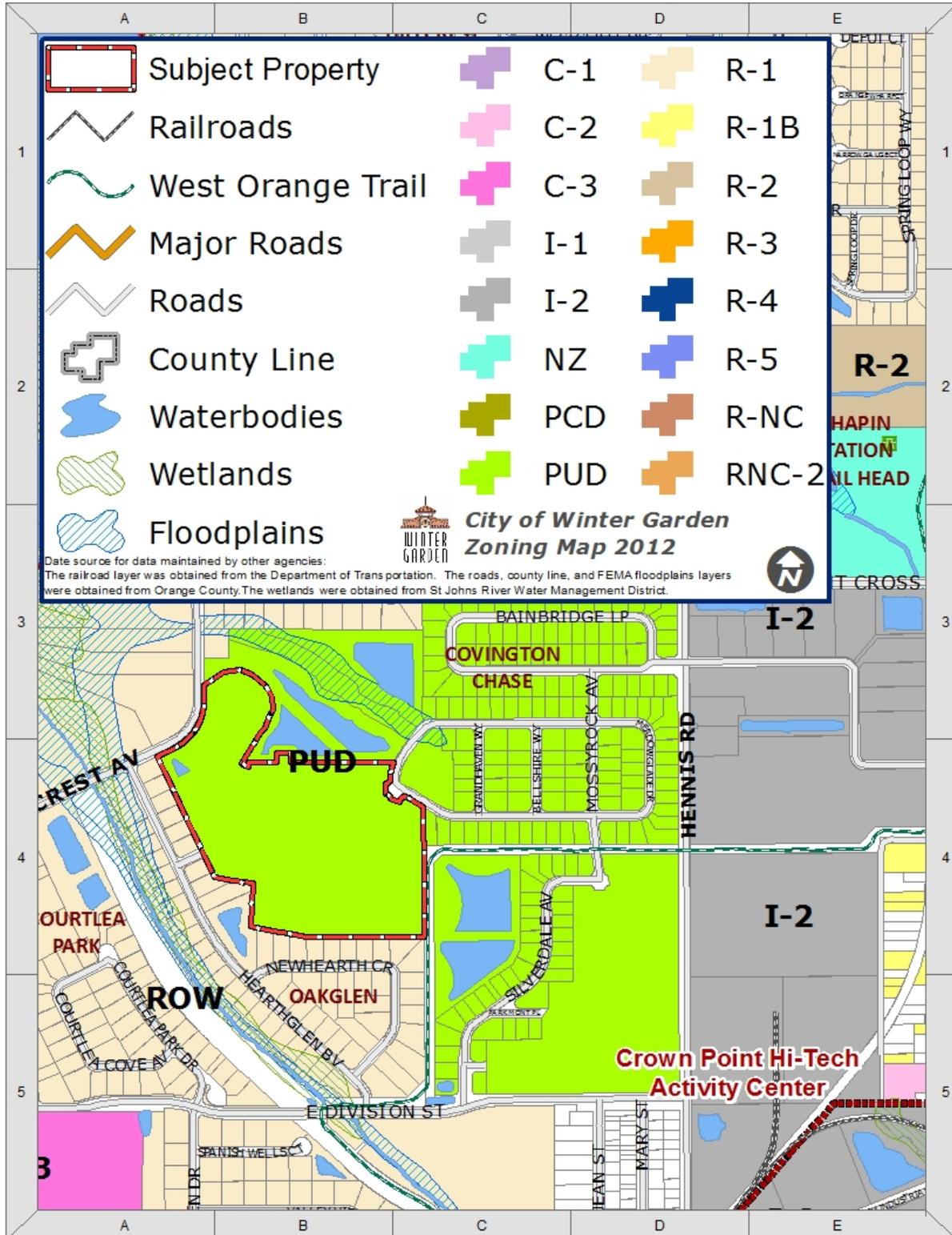
Staff has coordinated with the applicant to ensure that the Final Plat is consistent with the Code of Ordinances regarding Final Plat approval, the property specific PUD Zoning Ordinance and the approved Preliminary Plat. Additionally, staff have worked with the applicant to address concerns related to the subdivision wall located on the north side of the subject property along East Crest Avenue. Due to the ground elevation and location of the existing wall, the applicant has agreed to relocate the existing wall to provide for proper screening/buffering upon development of Phase 2A which will be the remaining portion of Phase 2 after recording of the Final Plat for the subject property.

**MAPS**

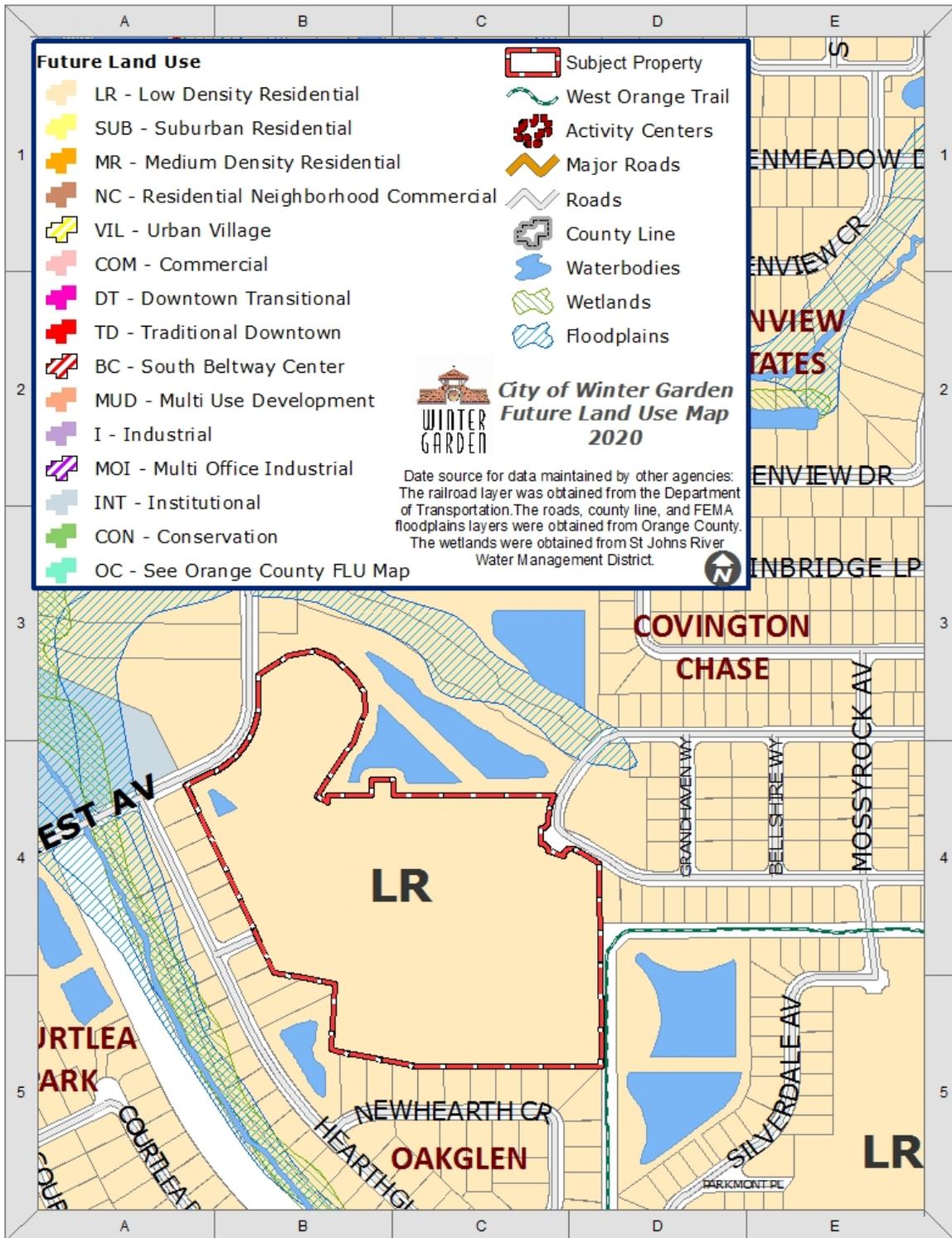
**AERIAL PHOTO  
COVINGTON CHASE PHASE 2B**



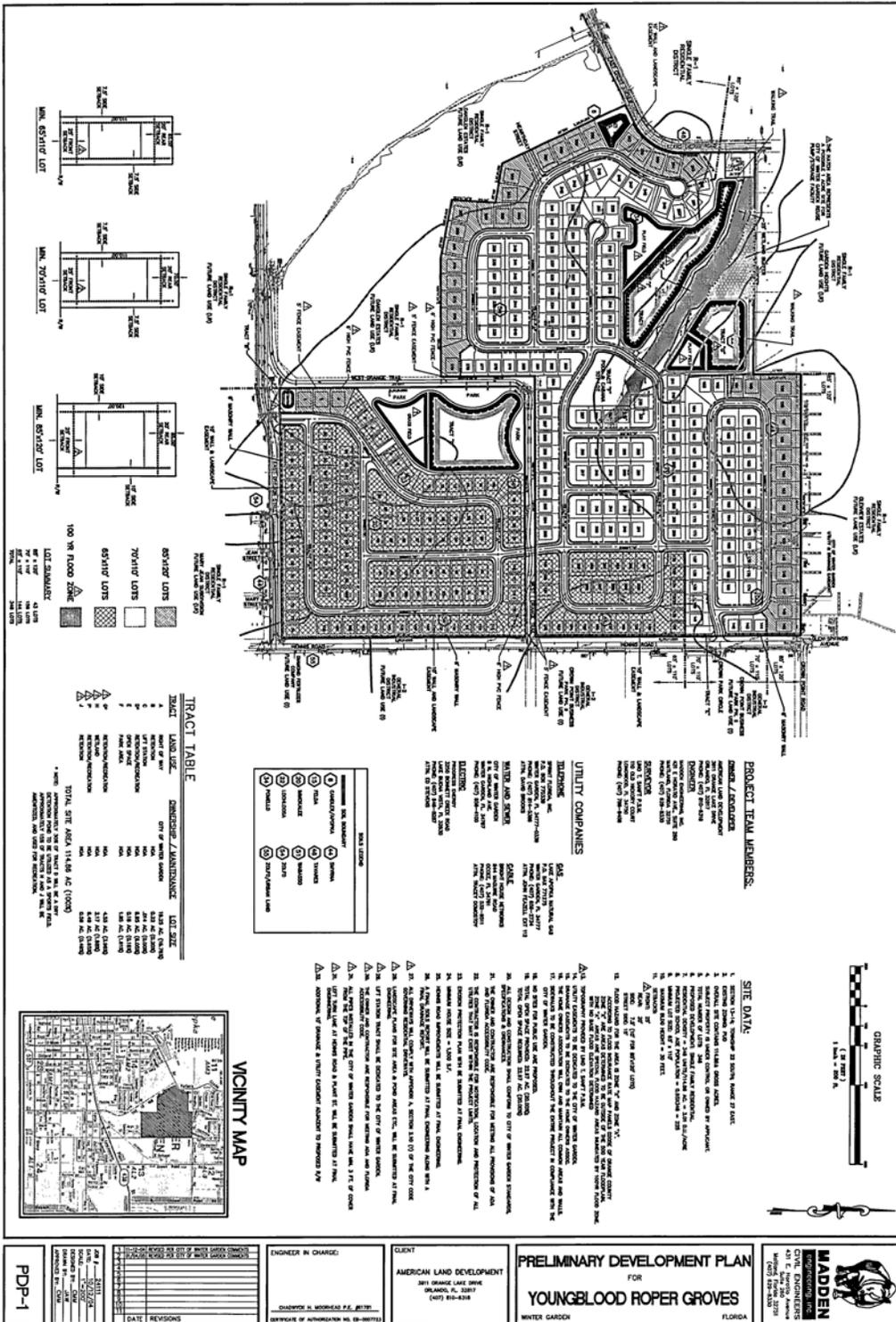
**ZONING MAP**  
**Covington Chase Phase 2B**



**FUTURE LAND USE MAP**  
**Covington Chase Phase 2B**



**Covington Chase  
 APPROVED - Preliminary Plat**

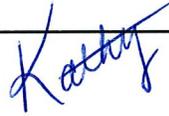


**END OF STAFF REPORT**

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

---

**From:** Kathy Golden, City Clerk



**Date:** October 9, 2012

**Meeting Date:** November 8, 2012

**Subject:** Expiring terms of two board members on the Police and Fire Employees Pension Board

**Issue:** Current board members, Joe Morabito and Mark Defuso, have indicated their willingness to be reappointed to serve another 2-year term as indicated in the attached letter from the plan administrator.

In addition, I have attached all interest form on file in the City Clerk's office for your consideration.



**City of Winter Garden  
Police Officers' & Firefighters'  
Pension Board of Trustees**

Susy Pita, Plan Administrator  
21629 Stirling Pass ♦ Leesburg, FL 34748  
Office: 352-787-9795 ♦ Fax: 352-787-2699



**VIA E-MAIL**

September 5, 2012

Ms. Kathy Golden  
City Clerk – City of Winter Garden

Re: City Commission Trustee Re-appointment

Dear Kathy:

The Commission Appointed trustee position currently held by Mr. Joe Morabito will expire at the end of November. Mr. Morabito has expressed his desire to serve another term which, if successfully re-appointed, will not expire until November 30, 2014.

We respectfully request that this matter be placed on an upcoming agenda for the City Commission's re-appointment and approval.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Susy Pita  
Plan Administrator

CC:  
Pension Board of Trustees  
Scott Christensen, Plan Counsel  
File



**City of Winter Garden  
Police Officers' & Firefighters'  
Pension Board of Trustees**



Susy Pita, Plan Administrator  
21629 Stirling Pass ♦ Leesburg, FL 34748  
Office: 352-787-9795 ♦ Fax: 352-787-2699

**VIA E-MAIL**

October 1, 2012

Ms. Kathy Golden  
City Clerk – City of Winter Garden

Re: City Commission Trustee Re-appointment

Dear Kathy:

The Commission Appointed trustee position currently held by Mr. Mark Defuso will expire at the end of November. Mr. Defuso has expressed his desire to serve another term which, if successfully re-appointed, will not expire until November 30, 2014.

We respectfully request that this matter be placed on an upcoming agenda for the City Commission's re-appointment and approval.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Susy Pita".

Susy Pita  
Plan Administrator

cc:  
Pension Board of Trustees  
Scott Christensen, Plan Counsel  
File



CITY OF WINTER GARDEN  
300 WEST PLANT STREET  
WINTER GARDEN, FL 34787

Rec'd. 4-19-10

P: 407.656.4111  
WWW.WINTERGARDEN-FL.GOV

WINTER GARDEN • A charming little city with a juicy past.

## CITY OF WINTER GARDEN BOARD APPOINTMENT INTEREST FORM

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARDS/COMMITTEES. VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY. PLEASE HELP US PLACE YOU ON THE MOST APPROPRIATE COMMITTEE BY COMPLETING THIS QUESTIONNAIRE. FEEL FREE TO ATTACH A RESUME.

DATE: APRIL 16, 2010 VERIFIED INTEREST ON: \_\_\_\_\_

LAST NAME: LIPPOLD FIRST: NEAL MIDDLE: W

HOME ADDRESS: 525 S. HIGHLAND AVENUE, WINTER GARDEN, FL 34787

OFFICE ADDRESS: \_\_\_\_\_

HOME PHONE: 407-347-8300 WORK PHONE: \_\_\_\_\_ FAX: 407-347-8300

CURRENT EMPLOYER: RETIRED - WAUBONSEE COMMUNITY COLLEGE, SUGAR GROVE, IL LENGTH: 31 YEARS

POSITION: PROFESSOR EMERITUS OF CRIMINAL JUSTICE

EDUCATION: AURORA EAST HIGH SCHOOL UNDERGRADUATE COLLEGE DEGREE IN: CRIMINAL JUSTICE/SOCIOLOGY

ADVANCED COLLEGE DEGREE IN: CRIMINAL JUSTICE OTHER: ALL BUT DISSERTATION FOR EDUCATIONAL DOCTORATE IN CURRICULUM AND INSTRUCTION

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:  
I was involved in police work for 17 years holding position from patrolman to chief of police; 5 years as a correctional counselor and parole agent with the Illinois Department of Corrections; 31 years a professor of criminal justice. I believe my work and educational qualify for a position on the police committee.

COMMUNITY INVOLVEMENT: Instructor with AARP Driver Safety Program, past member of the Volusia County COP program.  
INTERESTS/ACTIVITIES: Sports, reading, gardening

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? I have a strong interest in giving back to the communities were I have lived.

NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.  
American Legion, member for over 15 years, Illinois Association of Police Planners, 1980 thru 2006; International Association of Law Enforcement Planners, 2000 thru 2006.

ARE YOU A RESIDENT OF WINTER GARDEN? Yes IF YES, CONTINUOUS RESIDENT SINCE? 2008

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes WHICH CITY DISTRICT? 3

ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? NO IF YES, PLEASE STATE NAME OF BOARD: \_\_\_\_\_

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? Yes IF YES, PLEASE STATE NAME OF BOARD: POLICE COMMITTEE

AS CHIEF OF POLICE, I SERVED ON THE POLICE COMMITTEE FOR THE VILLAGE OF SUGAR GROVE, ILLINOIS FROM 1980 THRU 1986.

REFERENCES: SUPPLIED ON DEMAND

### WHICH BOARD(S) ARE YOU INTERESTED?

- \*CODE ENFORCEMENT BOARD
- \*PLANNING & ZONING BOARD
- \*COMMUNITY REDEVELOPMENT AGENCY OR ADVISORY BOARD
- \*GENERAL EMPLOYEES PENSION BOARD
- \*FIRE/POLICE PENSION BOARD
- \*ARCHITECTURAL REVIEW AND HISTORICAL PRESERVATION BOARD

**PLEASE NOTE:** MEMBERS SERVING ON BOARDS WITH AN ASTERISK (\*) ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM WITH THE ORANGE COUNTY SUPERVISOR OF ELECTIONS OFFICE ON OR BEFORE JULY 1ST OF EACH YEAR. APPLICANTS FOR BOARD APPOINTMENT ARE REMINDED OF THE PROVISIONS OF THE FLORIDA STATUTES AS APPLICABLE TO CONFLICTS OF INTEREST. ALL BOARD APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND ARE SUBMITTED TO THE CITY COMMISSION WHENEVER A VACANCY OCCURS. UPDATED INFORMATION SHOULD BE SUBMITTED AND MAY BE REQUESTED AT ANY TIME.

DIRECT INTEREST FORM AND QUESTIONS TO THE CITY CLERK'S OFFICE AT 407-656-4111 EXT. 2254.

# NEAL W. LIPPOLD

525 S. Highland Avenue ■ Winter Garden, FL 34787 ■ (407) 347-8300 ■ nlippold@cfl.rr.com

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## EDUCATION

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### **NORTHERN ILLINOIS UNIVERSITY**

*Curriculum and Instruction, January, 1992-2002*

All course work completed for EdD, except dissertation.

### **CHICAGO STATE UNIVERSITY**

*Masters Degree ■ Corrections, May, 1978*

### **AURORA UNIVERSITY**

*Bachelors of Arts Degree - Sociology and Corrections, June, 1974*

### **WAUBONSEE COMMUNITY COLLEGE**

*Associate in General Studies Degree, June, 1972*

## WORK EXPERIENCE

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### **ACADEMIC**

**8/75-6/06: Professor of Criminal Justice**, Waubonsee Community College.

Taught all criminal justice courses; promoted the criminal justice program via advertising, flyers, advisory councils and visits to criminal justice agencies.

Responsible for budget preparation; preparing semester class schedule; degree and certificate programs; catalog changes; ordering equipment; developing departmental policy and procedures, and hiring of adjunct faculty.

### **Program Development/Curriculum Design**

- Curriculum design written all course work leading to both the Associate in Science and Associate in Applied Science Degrees.
- Created certificates in advance police skills and community policing.

### **Distance Learning**

- Pioneer teacher in two-way interactive teaching.
- Pioneer teacher in the development of online courses.
- Have written a total of ten online courses, 7 criminal justice and 3 Microsoft application courses.

### **Dual credit course offerings**

- Help to create and taught dual credit program that combined the efforts of Waubonsee Community College, Oswego, Illinois school district and the Oswego Illinois Police Department.
- Through the two-way interactive television system I have taught dual credit classes with two high school districts..

### **Driver Safety:**

- Certified DDC 4 Instructor
- Certified 25 Alive Instructor
- Certified instructor with AARP Driver Safety Program

### **Extracurricular Activities:**

- Campus Police Cadet training
- Involvement with Waubensee Community College Drama Department
- SkillsUSA VICA Criminal Justice Advisor
- Member of the Waubensee Community College Speakers Bureau

### **Center for Teaching, Learning and Technology**

- Pioneer leadership role with the Center for Teaching and Learning and Technology as a trailblazer and Consultant
- Faculty Liaison for the academic year of 1999 - 2000
- Responsible for coordinating the Spring 2000 Adjunct training workshop
- Developed the foundational study for the development of a Faculty Teaching and Learning Academy
- Created and coordinated the New Faculty Teaching and Learning Academy for new faculty coming to Waubensee
- Chaired the Faculty Development Committee for the Center for Teaching, Learning and Technology
- Worked with faculty to create a (CATs) classroom assessment techniques program for all Waubensee faculty
- Tested interactive video and audio software

### **Presenter--State Level**

- Peoria, Illinois, 1995, Illinois Community College Faculty Association
- Bloomington, Illinois, 1997, Statewide Distance Learning Instructional Consortium
- Bloomington, Illinois, 1998, Statewide Distance Learning Instructional Consortium

### **Research - Classroom Usage**

- Developed and conducted a study regarding classroom usage for Waubensee Community College

**ADMINISTRATIVE/PRACTICAL**

---

**1987 - 1992**, Sergeant, Fox Valley Park District Police Department. Responsible for general patrol, patrol supervision, and training of officers.

**1976 - 1986**, Chief of Police, Village of Sugar Grove, Illinois. Responsible for the operation of the police department, including budgeting, personnel matters, policy formulation, and working with the village's governmental officials.

**1975 - 1982**, Chief of Police, Waubensee Community College Police Department. Responsible for the security of the campus, training of student employees, budgeting, and policy formulation.

**1970 - 1975**, Parole Agent and Correctional Counselor, State of Illinois, Department of Corrections. Responsible for caseload management and the supervision of incarcerated inmates and parolees.

**KNOWLEDGE, ABILITIES, AND SKILLS**

- 
- X Software: WordPerfect, Microsoft Word, PowerPoint, Publisher, and Outlook, WordPerfect Presentation Graphics, Web Browsers, Working knowledge of Hypertext Markup Language, WebCT course management software, Cu-See-Me.
  - X Equipment: Personal Computers and Macintosh.
  - X Other: various printers, and scanners, telecommunications equipment, interactive video equipment.

**COLLEGIATE ACTIVITIES**

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- Curriculum Council
- Calendar Committee
- Member of committee that planned the new classroom building
- Co-Chair of the Illinois Articulation Initiative Criminal Justice Panel
- Member of Committees to prepare for North Central Accreditation Visit (3 visits)
- Past president of Faculty Federation
- Safety Committee
- Diversity Committee
- Insurance Ad Hoc Committee
- Interview committees
- Faculty Trainer for Two-way Interactive Video
- Evaluation committees
- Student Advisement Committees
- Student health and Safety

- Administration Search Committees
- Semester Orientation Committees
- Advisory Counsel
- Building Committees
- Referendum Committees
  - Criminal Justice Program Advisory Committee
  - Student Conduct Board

### **PROFESSIONAL AFFILIATIONS**

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- X Illinois Association of Police Planners
- X International Association of Law Enforcement Planners
- X American Correctional Association
- X Illinois Correctional Association

### **COMMUNITY ACTIVITIES**

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- Breaking Free, member of the Board, 1978 - 1982
- Sugar Grove Lions Club, former member and past president
- DeKalb Evening Lions club, 1992 - 2000
- Candidate for Kane County Sheriff, 1986
- Candidate for Alderman, 3<sup>rd</sup> Ward, City of Aurora, 1991
- Member of the Board, Kane County Association of Chiefs of Police, 1988

### **HONORS**

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- Awarded Rank of Professor by the Waubensee Community College Board of Trustees
- Certificate of Merit presented by the Du Page Bar Association
- Who's Who in America 1997 & 2000
- Who's Who in American Education 1998 & 2004
- Certificate of Appreciation, awarded by the Board of Trustees, Waubensee Community College, 1988
- Featured Alumnus, awarded by the Board of Trustees, Waubensee Community College, 1991
- Certificate of Achievement, awarded by the National District Attorneys Association, 1990
- Certificate of Honor, awarded by the Kane County Bar Association, 1991
- Great Teacher Conference, 1987
- National Great Teacher Conference, 1988
- Nominated as Distinguished Alumnus

**References sent under separate cover**



CITY OF WINTER GARDEN  
**CITY CLERK'S OFFICE**  
 300 WEST PLANT STREET  
 WINTER GARDEN, FL 34787

P: 407.656.4111  
 WWW.WINTERGARDEN-FL.GOV

*Rec'd. 9-4-12*

**BOARD APPOINTMENT INTEREST FORM**

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARDS/COMMITTEES. VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY. PLEASE HELP US PLACE YOU ON THE MOST APPROPRIATE COMMITTEE BY COMPLETING THIS QUESTIONNAIRE. FEEL FREE TO ATTACH A RESUME.

DATE: 8/22/2012 VERIFIED INTEREST ON: \_\_\_\_\_

LAST NAME: HALLUSKA FIRST: ERIK MIDDLE: ANDREW

HOME ADDRESS: 955 WOODSON HAMMOCK CIRCLE WINTER GARDEN, FLORIDA 34787

OFFICE ADDRESS: 1417 EAST CONCORD STREET ORLANDO, FLORIDA 34787

HOME PHONE: 407-347-8606 CELL PHONE: 813-293-2610 WORK PHONE: 407-849-1569

EMAIL: EHALLUSKA@AWDOH-CPA.COM FAX #: \_\_\_\_\_

CURRENT EMPLOYER: AVERETT WARMUS DURKEE CPAS LENGTH: 6 YEARS

POSITION: AUDIT SUPERVISOR

EDUCATION: HIGH SCHOOL GRADUATE  Yes  No UNDERGRADUATE COLLEGE DEGREE IN: ACCOUNTING

ADVANCED COLLEGE DEGREE IN: \_\_\_\_\_ OTHER: \_\_\_\_\_

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:  
 I have worked in the field of accounting and finance for 6.5 years (.5 as intern) which has included audits of small governments and employee benefit plans which can directly relate to various Winter Garden boards. First and foremost, my interests are the preservation, growth and prospering of Winter Garden. Additionally, I will gladly volunteer for any board.

COMMUNITY INVOLVEMENT: West Orange Chamber of Commerce (firm membership since 2010)

INTERESTS/ACTIVITIES: Athletics, running/tri-events

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? To benefit the city in which I intend to raise a family.

NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.  
Business Force, Inc. & Tiger Bay Club of Orlando (Aug 2012), FICPA (Jan 2007), Cert. Public Accountant (California- Jan 2012)

ARE YOU A RESIDENT OF WINTER GARDEN?  YES  NO IF YES, CONTINUOUS RESIDENT SINCE? March 2008

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY?  YES  NO WHICH CITY DISTRICT? District 1

ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS?  YES  NO IF YES, PLEASE STATE NAME OF BOARD: \_\_\_\_\_

\_\_\_\_\_

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD?  YES  NO IF YES, PLEASE STATE NAME OF BOARD: \_\_\_\_\_

\_\_\_\_\_

REFERENCES:  
 \_\_\_\_\_

**WHICH BOARD(S) ARE YOU INTERESTED?**

- \*CODE ENFORCEMENT BOARD
- \*PLANNING & ZONING BOARD
- \*COMMUNITY REDEVELOPMENT AGENCY
- \*COMMUNITY REDEVELOPMENT ADVISORY BOARD - CIRCLE ALL THAT APPLY TO YOU WITHIN THE CRA: RESIDE / OWN / OPERATE A BUSINESS / OTHER
- \*GENERAL EMPLOYEES PENSION BOARD
- \*FIRE/POLICE PENSION BOARD
- \*ARCHITECTURAL REVIEW AND HISTORIC PRESERVATION BOARD
- CIRCLE ALL THAT APPLY TO YOU: ARCHITECT / LICENSED GENERAL CONTRACTOR / WG HERITAGE FOUNDATION BOARD MEMBER / OWN COMMERCIAL PROPERTY IN THE HISTORIC DISTRICT / OWN COMMERCIAL PROPERTY IN THE HISTORIC DISTRICT & RESIDE IN THE CITY / RESIDE IN THE CITY
- ELECTION CANVASSING BOARD

**PLEASE NOTE:** MEMBERS SERVING ON BOARDS WITH AN ASTERISK (\*) ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM WITH THE ORANGE COUNTY SUPERVISOR OF ELECTIONS OFFICE ON OR BEFORE JULY 1ST OF EACH YEAR. APPLICANTS FOR BOARD APPOINTMENT ARE REMINDED OF THE PROVISIONS OF THE FLORIDA STATUTES AS APPLICABLE TO CONFLICTS OF INTEREST. ALL BOARD APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND ARE SUBMITTED TO THE CITY COMMISSION WHENEVER A VACANCY OCCURS. UPDATED INFORMATION SHOULD BE SUBMITTED AND MAY BE REQUESTED AT ANY TIME.

DIRECT INTEREST FORM AND QUESTIONS TO THE CITY CLERK'S OFFICE AT 407-656-4111 EXT. 2254

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Board Appointment Interest Form 06-10



CITY OF WINTER GARDEN  
CITY CLERK'S OFFICE  
300 WEST PLANT STREET  
WINTER GARDEN, FL 34787

P: 407.656.4111  
WWW.WINTERGARDEN-FL.GOV

### BOARD APPOINTMENT INTEREST FORM

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARDS/COMMITTEES. VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY. PLEASE HELP US PLACE YOU ON THE MOST APPROPRIATE COMMITTEE BY COMPLETING THIS QUESTIONNAIRE.

FEEL FREE TO ATTACH A RESUME.

DATE: 9/21/12 VERIFIED INTEREST ON: \_\_\_\_\_

LAST NAME: Latorre FIRST: Benjamin MIDDLE: \_\_\_\_\_

HOME ADDRESS: 753 Rainfall Drive Winter Garden, FL

OFFICE ADDRESS: \_\_\_\_\_

HOME PHONE: 407-347-7623 CELL PHONE: ✓ 978-697-2342 WORK PHONE: 321-441-2637

EMAIL: benjamin.latorre@floridacourts.com FAX #: \_\_\_\_\_

CURRENT EMPLOYER: Internal Revenue Service LENGTH: 4 years

POSITION: Revenue Agent

EDUCATION: HIGH SCHOOL GRADUATE  Yes  No UNDERGRADUATE COLLEGE DEGREE IN: Sports Management

ADVANCED COLLEGE DEGREE IN: Accounting OTHER: \_\_\_\_\_

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:  
Student Government - Amherst / Springfield College  
Disciplinary Committee - Amherst  
Business Background & Volunteer Activities

COMMUNITY INVOLVEMENT: HOA - Black Lake Park

INTERESTS/ACTIVITIES: Sports / Politics / Accounting / Music

WHY DO YOU DESIRE TO SERVE ON THIS/ THESE BOARDS? I would to be part of my community and make a difference

NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.

ARE YOU A RESIDENT OF WINTER GARDEN?  YES  NO IF YES, CONTINUOUS RESIDENT SINCE? September 2009

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY?  YES  NO WHICH CITY DISTRICT? Winter Garden

ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS?  YES  NO IF YES, PLEASE STATE NAME OF BOARD:

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD?  YES  NO IF YES, PLEASE STATE NAME OF BOARD:

REFERENCES:  
Keenan Walsh 407-721-2959 Tom McKone 407-470-9180  
Dan Honan 407-508-8282

- WHICH BOARD(S) ARE YOU INTERESTED?**
- \*CODE ENFORCEMENT BOARD
  - \*PLANNING & ZONING BOARD
  - \*COMMUNITY REDEVELOPMENT AGENCY
  - \*COMMUNITY REDEVELOPMENT ADVISORY BOARD - CIRCLE ALL THAT APPLY TO YOU WITHIN THE CRA: RESIDE / OWN / OPERATE A BUSINESS / OTHER
  - \*GENERAL EMPLOYEES PENSION BOARD
  - \*FIRE/POLICE PENSION BOARD
  - \*ARCHITECTURAL REVIEW AND HISTORIC PRESERVATION BOARD
  - \*ELECTION CANVASSING BOARD
- CIRCLE ALL THAT APPLY TO YOU: ARCHITECT / LICENSED GENERAL CONTRACTOR / WG HERITAGE FOUNDATION BOARD MEMBER / OWN COMMERCIAL PROPERTY IN THE HISTORIC DISTRICT / OWN COMMERCIAL PROPERTY IN THE HISTORIC DISTRICT & RESIDE IN THE CITY / RESIDE IN THE CITY

**PLEASE NOTE:** MEMBERS SERVING ON BOARDS WITH AN ASTERISK (\*) ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM WITH THE ORANGE COUNTY SUPERVISOR OF ELECTIONS OFFICE ON OR BEFORE JULY 1ST OF EACH YEAR. APPLICANTS FOR BOARD APPOINTMENT ARE REMINDED OF THE PROVISIONS OF THE FLORIDA STATUTES AS APPLICABLE TO CONFLICTS OF INTEREST. ALL BOARD APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND ARE SUBMITTED TO THE CITY COMMISSION WHENEVER A VACANCY OCCURS. UPDATED INFORMATION SHOULD BE SUBMITTED AND MAY BE REQUESTED AT ANY TIME.

DIRECT INTEREST FORM AND QUESTIONS TO THE CITY CLERK'S OFFICE AT 407-656-4111 EXT. 2254

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.



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

**From:** Don Cochran, Public Services  
**Via:** City Manager Mike Bollhoefer  
**Date:** November 7, 2012                      **Meeting Date:** November 8, 2012  
**Subject:** East Plant Street Road-Widening Project (Segment 2)

**Issue:** The East Plant Street Road-Widening Project (Segment 2) consists of widening E. Plant Street just west of West Crown Point Road to 6th Street. The project also includes a traffic signal at the 9th Street intersection and drainage and utility improvements.

On October 3, 2012, the City received bids for the East Plant Street Road-Widening Project (Segment 2) with a total of five (5) contractors submitting bids. The three (3) eligible apparent lowest bidders have been evaluated by the engineer and have been included on the attached bid tabulation sheet. The bid tabulation shows DeWitt Excavating, Inc., to be the apparent lowest bidder, with a bid of \$5,875,096.85.

DeWitt Excavating, Inc.	\$5,875,096.85
Jr. Davis Construction Company, Inc.	\$6,372,768.90
Gibbs and Register, Inc.	\$6,948,777.50
Ranger Construction Industries, Inc.	\$7,058,797.43
AIC Construction, LLC	\$8,544,637.27

**Recommended action:**

Approve the bids for the East Plant Street Road Widening Project (Segment 2) and award the contract to the lowest bidder—DeWitt Excavating, Inc.—in the amount of \$5,875,096.85. Approve a 10% contingency for the project with a total project allowance of \$6,462,606.54.

**Attachments/References:**

- Engineer's letter of recommendation
- Bid tabulation sheet



November 1, 2012

WGC-12919

Mr. Donald R. Cochran  
Assistant City Manager, Public Services  
City of Winter Garden  
300 West Plant Street  
Winter Garden, FL 34787

**SUBJECT: BID # PS12-002  
Plant Street – Segment 2  
Recommendation of Award**

Dear Mr. Cochran:

On October 3, 2012, the City of Winter Garden received sealed construction bids for the referenced project from five (5) contractors. The attached tabulation of bids represents a summary of unit prices for the three (3) apparent qualified lowest bidders. Mathematical errors, omitted items, or incorrect extensions, if any, are noted at the end of the summary. The bid tabulation shows DeWitt Excavating, Inc. as the apparent low bidder with a total bid price of \$5,875,096.85. The second apparent low bidder was Jr. Davis Construction Company, Inc. with a total bid price of \$6,372,768.90. The third apparent low bidder was Gibbs and Register, inc. with a corrected total bid price of \$6,948,777.50.

The bid received from the apparent low bidder appears to be in proper form and is complete and properly executed. The apparent low bidder has acknowledged receipt of all addenda as prescribed and has submitted proposal to comply with other City bidding requirements. While these special requirements must be verified by the City, we believe that this bid proposal is in conformance in all material respects to the invitation for bids and is therefore a responsive bid.

Based upon the information presented in the bid proposal Questionnaire, the apparent low bidder appears to possess the manpower, facilities, and equipment necessary to perform the classes of work contemplated within the time specified. Based on our review of the qualification submittal from the apparent low bidder and our analysis of the bid tabulation, DeWitt Excavating, Inc. appears to be the responsive low bidder. If you have any questions or require additional information, please contact us.

Very truly yours,

**PEGASUS ENGINEERING, LLC**

A handwritten signature in blue ink, appearing to read "F. Munjed", written over a faint, larger version of the same signature.

Fursan S. Munjed, P.E.  
Principal / Project Manager

Attachments: Bid Tabulation  
Bid Checklist

*"Engineering A Higher Standard"*

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

[www.pegasusengineering.net](http://www.pegasusengineering.net)



CITY OF WINTER GARDEN, FLORIDA  
PLANT STREET (SEGMENT 2)  
BID TABULATION



Item No.	Description	Unit	Estimated Quantity	DeWitt Excavating, Inc.		Jr. Davis Construction Company, Inc.		Gibbs & Register, Inc.		Ranger Construction Industries, Inc.		AJC Construction, LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101-1	MOBILIZATION	LS	1	\$167,490.00	\$167,490.00	\$440,000.00	\$440,000.00	\$650,000.00	\$650,000.00	\$696,000.00	\$696,000.00	\$720,000.00	\$720,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$198,000.00	\$198,000.00	\$360,000.00	\$360,000.00	\$181,300.00	\$181,300.00	\$481,589.00	\$481,589.00	\$660,000.00	\$660,000.00
104-14	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	\$19,130.00	\$19,130.00	\$62,500.00	\$62,500.00	\$46,000.00	\$46,000.00	\$34,006.06	\$34,006.06	\$330,000.00	\$330,000.00
110-1-1	CLEARING AND GRUBBING (20 Acres)	LS	1	\$271,221.00	\$271,221.00	\$205,000.00	\$205,000.00	\$78,000.00	\$78,000.00	\$103,497.72	\$103,497.72	\$360,000.00	\$360,000.00
120-1	EXCAVATION, REGULAR	CY	25,620	\$4.00	\$102,480.00	\$2.60	\$66,612.00	\$10.00	\$256,200.00	\$3.99	\$102,223.80	\$7.00	\$179,340.00
120-6	EMBANKMENT	CY	41,845	\$4.00	\$167,380.00	\$7.70	\$322,206.50	\$11.00	\$460,295.00	\$6.85	\$286,638.25	\$24.00	\$585,830.00
120-99	SPECIAL EXCAVATION AND EMBANKMENT	CY	16,300	\$10.00	\$163,000.00	\$3.20	\$52,160.00	\$7.00	\$114,100.00	\$22.26	\$362,838.00	\$19.00	\$312,700.00
120-999	EXCAVATION & DISPOSAL OF CONTAMINATED SOILS	CY	13,485	\$45.07	\$607,768.95	\$74.00	\$997,890.00	\$69.00	\$930,465.00	\$100.00	\$1,348,500.00	\$44.00	\$593,340.00
160-4	TYPE B STABILIZATION (LBR 40) (12")	SY	40,096	\$2.00	\$80,192.00	\$3.30	\$132,316.80	\$5.00	\$200,480.00	\$3.77	\$151,161.02	\$6.00	\$240,576.00
205-700	OPTIONAL BASE - BASE GROUP 9	SY	28,275	\$11.00	\$311,025.00	\$11.00	\$312,030.00	\$12.00	\$339,300.00	\$12.49	\$353,154.75	\$31.00	\$876,525.00
205-709-327	6" TYPE B-12.5 BASE (ASPHALTIC BASE COURSE)	SY	1,285	\$29.00	\$37,265.00	\$29.50	\$37,967.50	\$30.00	\$38,550.00	\$28.91	\$37,149.35	\$61.00	\$78,365.00
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	2,800	\$4.00	\$11,200.00	\$3.80	\$10,640.00	\$5.00	\$14,000.00	\$4.44	\$12,432.00	\$7.00	\$19,600.00
334-1-10	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC LEVEL C, 275 LBS/SY (2.5" AVG.)	SY	832	\$19.00	\$15,808.00	\$13.00	\$10,816.00	\$17.00	\$14,144.00	\$16.90	\$14,060.80	\$22.00	\$18,304.00
334-1-11	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC LEVEL C, 330 LBS/SY (3")	SY	29,560	\$18.00	\$532,080.00	\$13.10	\$387,236.00	\$15.00	\$443,400.00	\$14.93	\$441,330.80	\$16.00	\$472,960.00
337-7-32	ASPHALTIC CONC. FRICTION COURSE, TRAFFIC LEVEL C, FC-9.5, RUBBER	SY	40,629	\$8.00	\$325,032.00	\$6.10	\$247,836.90	\$7.00	\$284,403.00	\$7.08	\$287,653.32	\$7.00	\$284,403.00
400-1-15	CLASS I CONCRETE (MISCELLANEOUS)	CY	100	\$407.00	\$40,700.00	\$280.00	\$28,000.00	\$400.00	\$40,000.00	\$180.88	\$18,088.00	\$540.00	\$54,000.00
425-1-331	INLETS (CURB TYPE P-3) (<10')	EA	1	\$3,322.00	\$3,322.00	\$3,250.00	\$3,250.00	\$3,500.00	\$3,500.00	\$1,326.40	\$1,326.40	\$3,180.00	\$3,180.00
425-1-361	INLETS (CURB TYPE P-5) (<10')	EA	28	\$3,322.00	\$93,016.00	\$3,400.00	\$95,200.00	\$3,200.00	\$98,600.00	\$2,291.19	\$64,153.32	\$3,260.00	\$91,448.00
425-1-361	INLETS (CURB TYPE P-6) (<10')	EA	12	\$3,644.00	\$43,728.00	\$3,750.00	\$45,000.00	\$3,500.00	\$42,000.00	\$2,894.13	\$34,729.56	\$3,170.00	\$38,040.00
425-1-451	INLETS (CURB TYPE J-5) (<10')	EA	2	\$3,543.00	\$7,086.00	\$4,750.00	\$9,500.00	\$4,500.00	\$9,000.00	\$1,929.42	\$3,858.84	\$4,560.00	\$9,120.00
425-1-461	INLETS (CURB TYPE J-6) (<10')	EA	2	\$4,390.00	\$8,780.00	\$5,240.00	\$10,480.00	\$4,900.00	\$9,800.00	\$2,652.96	\$5,305.92	\$4,560.00	\$9,120.00
425-1-521	INLETS (DBI TYPE C) (<10')	EA	2	\$2,003.00	\$4,006.00	\$1,650.00	\$3,300.00	\$2,900.00	\$5,800.00	\$1,447.07	\$2,894.14	\$1,320.00	\$2,640.00
425-1-541	INLETS (DBI TYPE D) (<10')	EA	12	\$2,715.00	\$32,580.00	\$2,320.00	\$27,840.00	\$2,500.00	\$30,000.00	\$2,411.78	\$28,941.36	\$2,020.00	\$24,240.00
425-1-550	INLETS (DBI TYPE D) (MOD) (>10')	EA	1	\$3,392.00	\$6,784.00	\$4,100.00	\$8,200.00	\$3,300.00	\$6,600.00	\$2,532.37	\$5,064.74	\$3,000.00	\$6,000.00
425-2-41	MANHOLES (P-7) (<10')	EA	3	\$7,074.00	\$21,222.00	\$6,920.00	\$20,760.00	\$8,000.00	\$24,000.00	\$6,632.39	\$19,897.17	\$9,040.00	\$27,120.00
425-2-71	MANHOLES (J-7) (<10')	EA	7	\$3,529.00	\$24,703.00	\$6,690.00	\$46,830.00	\$4,200.00	\$29,400.00	\$3,014.72	\$21,103.04	\$3,771.00	\$26,397.00
425-2-72	MANHOLES (J-7) (>10')	EA	5	\$6,458.00	\$32,290.00	\$28,700.00	\$143,500.00	\$7,500.00	\$37,500.00	\$5,788.26	\$28,941.30	\$8,160.00	\$40,800.00
425-5	ADJUST EXISTING MANHOLE	EA	2	\$1,850.00	\$3,700.00	\$1,870.00	\$3,740.00	\$600.00	\$1,200.00	\$1,808.83	\$3,617.66	\$420.00	\$840.00
425-11	MODIFY EXISTING DRAINAGE STRUCTURES	EA	5	\$2,086.00	\$10,430.00	\$2,280.00	\$11,400.00	\$1,800.00	\$9,000.00	\$1,085.30	\$5,426.50	\$1,200.00	\$6,000.00
430-11-325	CONCRETE PIPE CULVERT (SS, CLASS III) (18")	LF	2,662	\$46.00	\$122,452.00	\$46.00	\$122,776.00	\$55.00	\$146,410.00	\$30.75	\$81,856.50	\$27.00	\$71,874.00
430-11-329	CONCRETE PIPE CULVERT (SS, CLASS III) (24")	LF	1,632	\$56.00	\$91,392.00	\$54.50	\$88,944.00	\$65.00	\$106,080.00	\$37.38	\$61,004.16	\$37.00	\$60,384.00
430-11-333	CONCRETE PIPE CULVERT (SS, CLASS III) (30")	LF	1,180	\$68.00	\$80,240.00	\$65.00	\$76,700.00	\$80.00	\$94,400.00	\$45.82	\$54,067.60	\$53.00	\$62,540.00
430-11-338	CONCRETE PIPE CULVERT (SS, CLASS III) (36")	LF	216	\$98.00	\$21,168.00	\$102.00	\$22,032.00	\$100.00	\$21,600.00	\$53.06	\$11,460.96	\$68.00	\$14,688.00
430-11-346	CONCRETE PIPE CULVERT (SS, CLASS III) (42")	LF	730	\$121.00	\$88,330.00	\$85.00	\$62,050.00	\$105.00	\$76,650.00	\$73.56	\$53,698.80	\$92.00	\$67,160.00
430-11-376	CONCRETE PIPE CULVERT (SS, CLASS III) (72")	LF	94	\$701.00	\$65,894.00	\$260.00	\$24,540.00	\$300.00	\$28,200.00	\$166.41	\$15,662.54	\$264.00	\$24,756.00
430-982-133	MITERED END SECTION (30") (CONCRETE PIPE ROUND) (CD)	EA	2	\$1,070.00	\$2,140.00	\$2,100.00	\$4,200.00	\$1,500.00	\$3,000.00	\$1,085.30	\$2,170.60	\$1,800.00	\$3,600.00
430-982-138	MITERED END SECTION (36") (CONCRETE PIPE ROUND) (CD)	EA	1	\$2,140.00	\$2,140.00	\$2,500.00	\$2,500.00	\$1,700.00	\$1,700.00	\$1,326.48	\$1,326.48	\$1,880.00	\$1,880.00
430-982-140	MITERED END SECTION (42") (CONCRETE PIPE ROUND) (CD)	EA	1	\$2,225.00	\$2,225.00	\$3,400.00	\$3,400.00	\$2,500.00	\$2,500.00	\$1,929.42	\$1,929.42	\$2,880.00	\$2,880.00
440-1-20	UNDERDRAIN (6") (TYPE II)	LF	5,868	\$19.00	\$111,492.00	\$19.00	\$111,492.00	\$30.00	\$176,040.00	\$14.47	\$84,909.96	\$18.00	\$105,624.00
440-1-99	UNDERDRAIN CLEANOUT	EA	4	\$113.00	\$452.00	\$300.00	\$1,200.00	\$550.00	\$2,200.00	\$180.89	\$723.56	\$120.00	\$480.00
520-1-7	CONCRETE CURB AND GUTTER (TYPE E)	LF	1,380	\$110.00	\$151,800.00	\$10.50	\$14,490.00	\$11.00	\$15,180.00	\$18.01	\$24,853.80	\$14.00	\$19,320.00
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	8,230	\$10.00	\$82,300.00	\$10.40	\$85,592.00	\$11.00	\$90,530.00	\$16.25	\$133,737.50	\$14.00	\$115,220.00
520-1-99	CONCRETE CURB, SPECIAL (1" RIBBON CURB)	LF	24	\$24.00	\$576.00	\$20.00	\$480.00	\$23.00	\$552.00	\$18.09	\$324.36	\$12.00	\$288.00
520-5-12	CONCRETE TRAFFIC SEPARATOR (6' WIDE) (TYPE I) (OPTION II)	LF	1,724	\$46.00	\$79,304.00	\$31.00	\$53,444.00	\$45.00	\$77,580.00	\$39.01	\$67,253.24	\$30.00	\$51,720.00
520-70	CONCRETE TRAFFIC SEPARATOR (VARIABLE WIDTH) SPECIAL	SY	47	\$69.00	\$3,243.00	\$43.00	\$2,021.00	\$70.00	\$3,290.00	\$54.26	\$2,550.22	\$60.00	\$2,820.00
522-1	CONCRETE SIDEWALK (4" THICK)	SY	4,103	\$21.00	\$86,163.00	\$24.00	\$98,472.00	\$27.00	\$110,781.00	\$33.50	\$137,450.50	\$24.00	\$98,472.00
522-2	CONCRETE SIDEWALK (6" THICK)	SY	831	\$23.00	\$19,113.00	\$41.00	\$34,071.00	\$33.00	\$27,423.00	\$43.83	\$36,422.73	\$30.00	\$24,930.00
530-3-4	RIPRAP, RUBBLE, DITCH LINING	TN	40	\$307.00	\$12,280.00	\$172.00	\$6,880.00	\$90.00	\$3,600.00	\$90.44	\$3,617.60	\$144.00	\$5,760.00
550-10-222	FENCING (TYPE B) (6") (WITH BLACK VINYL COATING)	LF	2,000	\$18.00	\$36,000.00	\$12.00	\$24,000.00	\$12.00	\$24,000.00	\$12.75	\$25,500.00	\$14.00	\$28,000.00
575-1	SODDING	SY	55,092	\$3.00	\$165,276.00	\$2.00	\$110,184.00	\$2.50	\$137,730.00	\$2.76	\$152,053.92	\$2.00	\$110,184.00
<b>SUBTOTAL ROADWAY AND DRAINAGE</b>					<b>\$4,296,799.96</b>		<b>\$5,076,810.90</b>		<b>\$5,615,683.00</b>		<b>\$5,894,838.67</b>		<b>\$7,081,208.00</b>



CITY OF WINTER GARDEN, FLORIDA  
PLANT STREET (SEGMENT 2)  
BID TABULATION



Item No.	Description	Unit	Estimated Quantity	DeWitt Excavating, Inc.		Jr. Davis Construction Company, Inc.		Gibbs & Register, Inc.		Ranger Construction Industries, Inc.		AJC Construction, LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
700-20-11	SINGLE POST SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)	AS	34	\$246.00	\$8,364.00	\$750.00	\$25,500.00	\$255.00	\$8,670.00	\$271.33	\$9,225.22	\$306.00	\$10,404.00
700-20-40	SINGLE POST SIGN (RELOCATE)	AS	4	\$102.00	\$408.00	\$240.00	\$960.00	\$125.00	\$500.00	\$120.59	\$482.36	\$150.00	\$600.00
700-20-60	SINGLE POST SIGN (REMOVE)	AS	10	\$30.00	\$300.00	\$570.00	\$5,700.00	\$50.00	\$500.00	\$60.29	\$602.90	\$150.00	\$1,500.00
705-10-1	OBJECT MARKER (TYPE II) (YELLOW)	EA	8	\$78.00	\$624.00	\$100.00	\$800.00	\$125.00	\$1,000.00	\$100.44	\$803.52	\$150.00	\$1,200.00
705-10-4	OBJECT MARKER (TYPE IV) (RED)	EA	3	\$78.00	\$234.00	\$210.00	\$630.00	\$125.00	\$375.00	\$100.44	\$301.32	\$150.00	\$450.00
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	EA	600	\$5.00	\$3,000.00	\$2.50	\$1,500.00	\$4.00	\$2,400.00	\$4.82	\$2,892.00	\$5.00	\$3,000.00
711-11-111	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (6" SOLID)	NM	3,046	\$4,800.00	\$14,628.00	\$4,700.00	\$14,316.20	\$5,500.00	\$16,750.00	\$5,083.64	\$15,484.77	\$6,028.00	\$18,361.20
711-11-123	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (12" SOLID)	LF	3,315	\$2.00	\$6,630.00	\$2.80	\$9,282.00	\$2.40	\$7,956.00	\$2.11	\$6,994.05	\$2.00	\$6,630.00
711-11-124	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (18" SOLID)	LF	142	\$3.00	\$426.00	\$4.10	\$582.20	\$2.50	\$355.00	\$2.41	\$342.22	\$3.00	\$426.00
711-11-125	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (24" SOLID)	LF	620	\$6.00	\$3,720.00	\$6.70	\$4,154.00	\$4.50	\$2,790.00	\$3.86	\$2,393.20	\$5.00	\$3,100.00
711-11-131	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (6" (10' - 30' SKIP)	GM	1,215	\$1,380.00	\$1,676.70	\$1,440.00	\$1,749.60	\$2,000.00	\$2,430.00	\$1,585.23	\$1,926.05	\$2,173.00	\$2,640.20
711-11-151	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (6" (6' - 10' SKIP)	LF	570	\$1.00	\$570.00	\$1.10	\$627.00	\$0.40	\$228.00	\$0.30	\$171.00	\$1.00	\$570.00
711-11-160	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (MESSAGES)	EA	4	\$180.00	\$720.00	\$220.00	\$880.00	\$135.00	\$540.00	\$120.59	\$482.36	\$150.00	\$600.00
711-11-170	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (ARROW)	EA	60	\$60.00	\$3,600.00	\$85.00	\$5,100.00	\$75.00	\$4,500.00	\$66.32	\$3,979.20	\$84.00	\$5,040.00
711-11-211	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (YELLOW) (6" SOLID)	NM	2,528	\$4,800.00	\$12,134.40	\$4,700.00	\$11,881.60	\$5,500.00	\$13,904.00	\$5,077.55	\$12,836.05	\$6,028.00	\$15,236.78
711-11-224	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (YELLOW) (18" SOLID)	LF	293	\$3.00	\$879.00	\$4.10	\$1,201.30	\$3.00	\$879.00	\$2.65	\$776.45	\$3.00	\$879.00
711-11-251	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (YELLOW) (6" (SKIP)	LF	881	\$1.00	\$881.00	\$1.10	\$969.10	\$0.50	\$440.50	\$0.30	\$264.30	\$1.00	\$881.00
	<b>SUBTOTAL SIGNING &amp; PAVEMENT MARKING</b>				<b>\$60,857.90</b>		<b>\$82,653.66</b>		<b>\$64,676.66</b>		<b>\$60,396.18</b>		<b>\$72,927.27</b>
102-09	VARIABLE MESSAGE BOARDS	ED	14	\$34.00	\$476.00	\$27.00	\$378.00	\$21.00	\$294.00	\$21.71	\$303.94	\$90.00	\$1,260.00
630-1-12	CONDUIT (FURNISH & INSTALL) (UNDERGROUND)	LF	6,050	\$4.00	\$24,200.00	\$4.30	\$26,015.00	\$4.50	\$27,225.00	\$3.86	\$23,353.00	\$5.00	\$30,250.00
630-1-14	CONDUIT (FURNISH & INSTALL) (DIRECTIONAL BORE)	LF	4,080	\$10.00	\$40,800.00	\$10.00	\$40,800.00	\$11.00	\$44,880.00	\$8.14	\$33,211.20	\$12.00	\$48,960.00
632-1	CABLE (FURNISH & INSTALL) (SIGNAL)	PI	1	\$2,400.00	\$2,400.00	\$3,060.00	\$3,060.00	\$2,800.00	\$2,800.00	\$3,956.31	\$3,956.31	\$3,300.00	\$3,300.00
635-1-11	PULL AND JUNCTION BOXES (FURNISH & INSTALL) (PULL BOXES)	EA	12	\$300.00	\$3,600.00	\$190.00	\$2,280.00	\$220.00	\$2,640.00	\$210.00	\$2,520.00	\$210.00	\$2,520.00
635-1-15	PULL & JUNCTION BOXES (FURNISH & INSTALL) (FIBER OPTIC PULL BOX) (24" X 36")	EA	12	\$1,080.00	\$12,960.00	\$380.00	\$4,560.00	\$350.00	\$4,200.00	\$1,053.95	\$12,647.40	\$420.00	\$5,040.00
639-1-22	ELECTRICAL POWER SERVICE (UNDERGROUND) (PURCHASED BY CONTRACTOR)	AS	1	\$1,800.00	\$1,800.00	\$1,900.00	\$1,900.00	\$1,750.00	\$1,750.00	\$1,388.77	\$1,388.77	\$2,100.00	\$2,100.00
639-2-1	ELECTRICAL SERVICE WIRE (FURNISH & INSTALL)	LF	200	\$2.00	\$400.00	\$3.30	\$660.00	\$3.50	\$700.00	\$3.62	\$724.00	\$4.00	\$800.00
649-31-207	STEEL MAST ARM ASSEMBLY (F&I) (SINGLE ARM LUMINAIRE) (130 MPH) (46' ARM)	EA	1	\$27,600.00	\$27,600.00	\$26,200.00	\$26,200.00	\$25,000.00	\$25,000.00	\$32,020.76	\$32,020.76	\$28,800.00	\$28,800.00
649-31-999	STEEL MAST ARM ASSEMBLY (F&I) (SPECIAL) (DOUBLE ARM W/ LUMINAIRE) (130 MPH) (46' - 60' ARM)	EA	1	\$51,600.00	\$51,600.00	\$38,600.00	\$38,600.00	\$38,000.00	\$38,000.00	\$50,285.55	\$50,285.55	\$43,200.00	\$43,200.00
650-51-311	TRAFFIC SIGNAL 12" STANDARD (FURNISH & INSTALL) (D SECTION) (1 WAY) (LED)	AS	5	\$840.00	\$4,200.00	\$1,080.00	\$5,400.00	\$1,000.00	\$5,000.00	\$1,158.86	\$5,794.30	\$1,176.00	\$5,880.00
650-51-511	TRAFFIC SIGNAL 12" STANDARD (FURNISH & INSTALL) (5 SECTION) (1 WAY) (LED)	AS	1	\$1,440.00	\$1,440.00	\$1,350.00	\$1,350.00	\$1,300.00	\$1,300.00	\$1,652.07	\$1,652.07	\$1,470.00	\$1,470.00
653-1-91	PEDESTRIAN SIGNAL (FURNISH & INSTALL) (LED-COUNTDOWN) (1 WAY)	AS	2	\$600.00	\$1,200.00	\$940.00	\$1,880.00	\$1,000.00	\$2,000.00	\$671.66	\$1,343.32	\$1,020.00	\$2,040.00
653-1-92	PEDESTRIAN SIGNAL (FURNISH & INSTALL) (LED-COUNTDOWN) (2-WAY)	AS	1	\$1,200.00	\$1,200.00	\$1,450.00	\$1,450.00	\$1,600.00	\$1,600.00	\$1,374.72	\$1,374.72	\$1,620.00	\$1,620.00
659-1-01	SIGNAL HEAD AUXILIARIES (FURNISH & INSTALL) (BACK PLATES, 3-SECTION)	EA	5	\$168.00	\$840.00	\$180.00	\$900.00	\$200.99	\$1,004.95	\$142.30	\$711.50	\$210.00	\$1,050.00
659-1-07	SIGNAL HEAD AUXILIARIES (FURNISH & INSTALL) (ALUMINUM PEDESTAL)	EA	3	\$840.00	\$2,520.00	\$720.00	\$2,160.00	\$700.00	\$2,100.00	\$999.68	\$2,999.04	\$780.00	\$2,340.00
659-1-10	SIGNAL HEAD AUXILIARIES (FURNISH & INSTALL) (CONCRETE PEDESTAL TYPE II)	EA	1	\$960.00	\$960.00	\$720.00	\$720.00	\$700.00	\$700.00	\$705.44	\$705.44	\$780.00	\$780.00
659-1-11	SIGNAL HEAD AUXILIARIES (FURNISH & INSTALL) (BACK PLATES, 5-SECTION)	EA	1	\$264.00	\$264.00	\$240.00	\$240.00	\$250.00	\$250.00	\$231.53	\$231.53	\$260.00	\$260.00
660-1-101	LOOP DETECTOR (FURNISH & INSTALL) (TYPE 1, 1 CH, R, S)	EA	4	\$144.00	\$576.00	\$190.00	\$760.00	\$175.00	\$700.00	\$141.09	\$564.36	\$210.00	\$840.00
660-1-102	LOOP DETECTOR (FURNISH & INSTALL) (TYPE 2, 1 CH, R, S, TD)	EA	1	\$216.00	\$216.00	\$230.00	\$230.00	\$225.00	\$225.00	\$192.94	\$192.94	\$258.00	\$258.00
660-2-102	LOOP ASSEMBLY (FURNISH & INSTALL) (TYPE B)	AS	4	\$600.00	\$2,400.00	\$530.00	\$2,120.00	\$500.00	\$2,000.00	\$578.83	\$2,315.32	\$600.00	\$2,400.00
660-2-106	LOOP ASSEMBLY (FURNISH & INSTALL) (TYPE F)	AS	3	\$780.00	\$2,340.00	\$720.00	\$2,160.00	\$800.00	\$2,400.00	\$804.33	\$2,412.99	\$900.00	\$2,700.00
665-11	PEDESTRIAN DETECTOR (FURNISH & INSTALL)	EA	4	\$168.00	\$672.00	\$130.00	\$520.00	\$130.00	\$520.00	\$172.44	\$689.76	\$150.00	\$600.00
663-74-11	VEHICLE DETECTOR ASSEMBLIES (OPTICOM) (3 DIRECTIONS)	EA	1	\$7,800.00	\$7,800.00	\$7,900.00	\$7,900.00	\$7,500.00	\$7,500.00	\$7,903.39	\$7,903.39	\$8,640.00	\$8,640.00
670-5-110	ACTUATED SOLID STATE CONTROLLER ASSEMBLY (F&I) (INCLUDING GENERATOR SWITCH)	AS	1	\$22,800.00	\$22,800.00	\$13,800.00	\$13,800.00	\$13,000.00	\$13,000.00	\$23,036.88	\$23,036.88	\$15,300.00	\$15,300.00
699-1-1	SIGN, ELECTRICALLY POWERED (INTERNALLY ILLUMINATED)	EA	3	\$3,000.00	\$9,000.00	\$2,400.00	\$7,200.00	\$2,500.00	\$7,500.00	\$2,867.60	\$8,602.80	\$2,800.00	\$8,400.00
	<b>SUBTOTAL SIGNALIZATION</b>				<b>\$224,264.00</b>		<b>\$197,205.60</b>		<b>\$194,744.00</b>		<b>\$227,236.66</b>		<b>\$220,908.00</b>
U1	FURNISH & INSTALL 12" PVC WATER MAIN (DR 18, C-900)	LF	2,410	\$32.00	\$77,120.00	\$34.50	\$83,145.00	\$46.00	\$110,860.00	\$37.89	\$91,555.90	\$41.00	\$98,810.00
U2	FURNISH & INSTALL 8" PVC WATER MAIN (DR 18, C-900)	LF	1,400	\$24.00	\$33,600.00	\$24.00	\$33,600.00	\$34.00	\$47,600.00	\$29.54	\$41,356.00	\$27.00	\$37,800.00
U3	FURNISH & INSTALL 6" PVC WATER MAIN (DR 18, C-900)	LF	460	\$36.00	\$16,560.00	\$36.50	\$16,820.00	\$40.00	\$18,400.00	\$25.93	\$11,868.50	\$19.00	\$8,700.00
U4	FURNISH AND INSTALL 12" DIP WATER MAIN (C-161) WITH POLYETHYLENE ENGAGEMENT	LF	1,320	\$40.00	\$52,800.00	\$41.00	\$54,120.00	\$60.00	\$79,200.00	\$49.44	\$65,260.80	\$57.00	\$75,240.00
U5	FURNISH AND INSTALL 2" HDPE	LF	150	\$18.00	\$2,700.00	\$15.00	\$2,250.00	\$40.00	\$6,000.00	\$18.09	\$2,713.50	\$5.00	\$750.00
U6	FURNISH AND INSTALL 12" X 12" X 12" TEE	EA	1	\$912.00	\$912.00	\$720.00	\$720.00	\$800.00	\$800.00	\$904.41	\$904.41	\$1,080.00	\$1,080.00
U7	FURNISH AND INSTALL 12" X 12" X 6" TEE	EA	7	\$84.00	\$588.00	\$560.00	\$3,920.00	\$800.00	\$5,600.00	\$844.12	\$5,908.84	\$857.00	\$5,999.00
U8	FURNISH AND INSTALL 12" X 12" X 6" TEE	EA	3	\$812.00	\$2,436.00	\$540.00	\$1,620.00	\$600.00	\$2,400.00	\$844.12	\$2,532.36	\$800.00	\$2,400.00



CITY OF WINTER GARDEN, FLORIDA  
PLANT STREET (SEGMENT 2)  
BID TABULATION



Item No.	Description	Unit	Estimated Quantity	DeWitt Excavating, Inc.		Jr. Davis Construction Company, Inc.		Gibbs & Register, Inc.		Ranger Construction Industries, Inc.		AJC Construction, LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
U9	FURNISH AND INSTALL 12" X 12" X 2" TEE	EA	2	\$668.00	\$1,336.00	\$310.00	\$620.00	\$1,000.00	\$2,000.00	\$644.13	\$1,288.26	\$1,320.00	\$2,640.00
U10	FURNISH AND INSTALL 8" X 8" X 8" TEE	EA	2	\$723.00	\$1,446.00	\$440.00	\$880.00	\$600.00	\$1,200.00	\$723.53	\$1,447.06	\$576.00	\$1,152.00
U11	FURNISH AND INSTALL 8" X 8" X 6" TEE	EA	2	\$906.00	\$1,812.00	\$420.00	\$840.00	\$600.00	\$1,200.00	\$723.53	\$1,447.06	\$540.00	\$1,080.00
U12	FURNISH AND INSTALL 6" X 6" X 6" TEE	EA	3	\$668.00	\$2,004.00	\$310.00	\$930.00	\$500.00	\$1,500.00	\$723.53	\$2,170.59	\$360.00	\$1,080.00
U13	FURNISH AND INSTALL 12" X 12" X 12" WYE	EA	1	\$1,053.00	\$1,053.00	\$840.00	\$840.00	\$1,000.00	\$1,000.00	\$964.71	\$964.71	\$1,440.00	\$1,440.00
U14	FURNISH & INSTALL 12" GATE VALVE WITH VALVE BOX	EA	18	\$1,822.00	\$32,796.00	\$2,180.00	\$39,240.00	\$2,600.00	\$46,800.00	\$2,894.13	\$52,094.34	\$2,667.00	\$48,006.00
U15	FURNISH & INSTALL 8" GATE VALVE WITH VALVE BOX	EA	12	\$1,284.00	\$15,408.00	\$1,350.00	\$16,200.00	\$1,500.00	\$18,000.00	\$1,929.42	\$23,153.04	\$1,700.00	\$20,400.00
U16	FURNISH & INSTALL 6" GATE VALVE WITH VALVE BOX	EA	11	\$1,013.00	\$11,143.00	\$960.00	\$10,780.00	\$1,200.00	\$13,200.00	\$1,326.48	\$14,591.28	\$1,244.00	\$13,684.00
U17	FURNISH & INSTALL 2" GATE VALVE WITH VALVE BOX	EA	2	\$652.00	\$1,304.00	\$820.00	\$1,640.00	\$1,200.00	\$2,400.00	\$844.13	\$1,688.26	\$900.00	\$1,800.00
U18	FURNISH & INSTALL 12" X 6" WET TAP	EA	2	\$3,827.00	\$7,654.00	\$2,850.00	\$5,700.00	\$3,200.00	\$6,400.00	\$3,256.00	\$6,512.00	\$2,526.00	\$5,052.00
U19	FURNISH AND INSTALL 8" X 8" WET TAP	EA	2	\$3,579.00	\$7,158.00	\$3,200.00	\$6,400.00	\$3,200.00	\$6,400.00	\$4,220.61	\$8,441.22	\$2,850.00	\$5,700.00
U20	FURNISH AND INSTALL 8" X 6" WET TAP	EA	1	\$3,179.00	\$3,179.00	\$2,750.00	\$2,750.00	\$3,200.00	\$3,200.00	\$3,135.31	\$3,135.31	\$2,526.00	\$2,526.00
U21	FURNISH AND INSTALL 6" X 6" WET TAP	EA	2	\$3,591.00	\$7,182.00	\$2,700.00	\$5,400.00	\$2,600.00	\$5,200.00	\$2,773.55	\$5,547.10	\$2,370.00	\$4,740.00
U22	FURNISH AND INSTALL 12" LINE STOP	EA	2	\$5,600.00	\$11,200.00	\$3,600.00	\$7,200.00	\$3,200.00	\$6,400.00	\$4,220.61	\$8,441.22	\$4,800.00	\$9,600.00
U23	FURNISH AND INSTALL 8" LINE STOP	EA	2	\$4,020.00	\$8,040.00	\$2,900.00	\$5,800.00	\$3,000.00	\$6,000.00	\$4,220.61	\$8,441.22	\$4,800.00	\$9,600.00
U24	FURNISH AND INSTALL 6" LINE STOP	EA	2	\$4,378.00	\$8,756.00	\$2,500.00	\$5,000.00	\$2,400.00	\$4,800.00	\$3,256.90	\$6,513.80	\$3,780.00	\$7,560.00
U25	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY	EA	12	\$3,829.00	\$45,948.00	\$2,500.00	\$30,000.00	\$3,300.00	\$39,600.00	\$3,738.25	\$44,859.00	\$3,200.00	\$38,400.00
U26	FURNISH AND INSTALL SINGLE WATER SERVICE	EA	7	\$1,394.00	\$9,758.00	\$920.00	\$6,440.00	\$1,300.00	\$9,100.00	\$1,085.30	\$7,597.10	\$720.00	\$5,040.00
U27	FURNISH AND INSTALL DOUBLE WATER SERVICE	EA	4	\$2,389.00	\$9,556.00	\$1,450.00	\$5,800.00	\$2,200.00	\$8,800.00	\$1,326.48	\$5,305.92	\$990.00	\$3,960.00
U28	FURNISH AND INSTALL ARV ASSEMBLY WITH VAULT (MM)	EA	13	\$3,056.00	\$39,728.00	\$4,450.00	\$57,850.00	\$5,000.00	\$65,000.00	\$5,426.50	\$70,544.50	\$2,215.00	\$28,795.00
U29	CONNECT TO EXISTING 12" WATER MAIN	EA	2	\$1,892.00	\$3,784.00	\$1,150.00	\$2,300.00	\$2,300.00	\$4,600.00	\$2,170.60	\$4,341.20	\$660.00	\$1,320.00
U30	CONNECT TO EXISTING 8" WATER MAIN	EA	2	\$1,254.00	\$2,508.00	\$860.00	\$1,720.00	\$1,800.00	\$3,600.00	\$1,808.83	\$3,617.66	\$660.00	\$1,320.00
U31	CONNECT TO EXISTING 6" WATER MAIN	EA	4	\$1,113.00	\$4,452.00	\$600.00	\$2,400.00	\$1,600.00	\$6,400.00	\$1,808.83	\$7,235.32	\$630.00	\$2,520.00
U32	RECONNECT EXISTING WATER SERVICE	EA	10	\$992.00	\$9,920.00	\$800.00	\$8,000.00	\$1,200.00	\$12,000.00	\$301.47	\$3,014.70	\$312.00	\$3,120.00
U33	RECONNECT EXISTING DOUBLE WATER SERVICE	EA	4	\$994.00	\$3,976.00	\$1,300.00	\$5,200.00	\$1,900.00	\$7,600.00	\$422.06	\$1,688.24	\$420.00	\$1,680.00
U34	REMOVE / DISPOSE EXISTING WATER MAIN	LF	4,400	\$11.00	\$48,400.00	\$7.00	\$30,800.00	\$8.00	\$35,200.00	\$6.03	\$26,532.00	\$7.00	\$30,800.00
U35	FILL EXISTING 8" WATER MAIN WITH FLOWABLE FILL	LF	130	\$25.00	\$3,250.00	\$23.00	\$2,990.00	\$20.00	\$2,600.00	\$10.85	\$1,410.50	\$28.00	\$3,640.00
U36	FILL EXISTING 6" WATER MAIN WITH FLOWABLE FILL	LF	50	\$30.00	\$1,500.00	\$32.00	\$1,600.00	\$20.00	\$1,000.00	\$10.85	\$542.50	\$24.00	\$1,200.00
U37	FURNISH & INSTALL 20" PVC FORCE MAIN	LF	630	\$90.00	\$56,700.00	\$99.00	\$62,370.00	\$95.00	\$59,850.00	\$61.50	\$38,745.00	\$56.00	\$35,160.00
U38	FURNISH & INSTALL 6" PVC FORCE MAIN	LF	50	\$36.00	\$1,800.00	\$62.00	\$3,100.00	\$70.00	\$3,500.00	\$21.71	\$1,085.50	\$22.00	\$1,100.00
U39	FURNISH & INSTALL 6" HDPE FORCE MAIN (DIRECTIONAL DRILL)	LF	45	\$135.00	\$6,075.00	\$115.00	\$5,175.00	\$60.00	\$3,600.00	\$60.29	\$2,713.05	\$160.00	\$7,200.00
U40	FURNISH & INSTALL 8" PVC GRAVITY SANITARY SEWER (6' - 8' DEPTH)	LF	2850	\$56.00	\$159,600.00	\$32.00	\$91,200.00	\$45.00	\$128,250.00	\$29.53	\$85,160.50	\$60.00	\$171,000.00
U41	FURNISH & INSTALL 8" PVC GRAVITY SANITARY SEWER (8' - 10' DEPTH)	LF	1050	\$66.00	\$69,300.00	\$42.59	\$44,620.50	\$75.00	\$78,750.00	\$30.15	\$31,657.50	\$85.00	\$89,250.00
U42	FURNISH & INSTALL 8" PVC GRAVITY SANITARY SEWER (10' - 12' DEPTH)	LF	560	\$81.00	\$45,360.00	\$48.00	\$26,880.00	\$112.00	\$62,720.00	\$34.97	\$19,583.20	\$96.00	\$53,760.00
U43	FURNISH & INSTALL SANITARY MANHOLES (6' - 8' DEPTH)	EA	13	\$5,237.00	\$68,081.00	\$2,950.00	\$38,350.00	\$3,700.00	\$48,100.00	\$1,920.42	\$25,062.40	\$6,000.00	\$78,000.00
U44	FURNISH & INSTALL SANITARY MANHOLES (8' - 10' DEPTH)	EA	9	\$7,017.00	\$63,153.00	\$3,550.00	\$31,950.00	\$5,200.00	\$46,800.00	\$2,170.60	\$19,535.40	\$7,200.00	\$64,800.00
U45	FURNISH & INSTALL SANITARY MANHOLES (10' - 12' DEPTH)	EA	2	\$7,859.00	\$15,718.00	\$4,350.00	\$8,700.00	\$5,500.00	\$11,000.00	\$2,411.78	\$4,823.56	\$8,400.00	\$16,800.00
U46	FURNISH & INSTALL SANITARY MANHOLES WITH DOGHOUSE	EA	2	\$7,705.00	\$15,410.00	\$5,900.00	\$11,800.00	\$5,500.00	\$11,000.00	\$5,426.50	\$10,853.00	\$6,000.00	\$12,000.00
U47	FURNISH & INSTALL 20" X 20" X 20" TEE	EA	1	\$4,112.00	\$4,112.00	\$3,900.00	\$3,900.00	\$3,000.00	\$3,000.00	\$2,532.36	\$2,532.36	\$4,800.00	\$4,800.00
U48	FURNISH & INSTALL 20" X 20" X 6" TEE	EA	1	\$4,940.00	\$4,940.00	\$1,950.00	\$1,950.00	\$3,000.00	\$3,000.00	\$2,411.78	\$2,411.78	\$4,200.00	\$4,200.00
U49	FURNISH & INSTALL 6" X 6" WET TAP	EA	1	\$3,555.00	\$3,555.00	\$3,300.00	\$3,300.00	\$2,650.00	\$2,650.00	\$3,135.31	\$3,135.31	\$2,526.00	\$2,526.00
U50	FURNISH & INSTALL 20" X 20" WET TAP	EA	1	\$17,668.00	\$17,668.00	\$39,800.00	\$39,800.00	\$22,500.00	\$22,500.00	\$21,706.99	\$21,706.99	\$23,100.00	\$23,100.00
U51	FURNISH & INSTALL 20" PLUG VALVE WITH VALVE BOX	EA	2	\$7,038.00	\$14,076.00	\$7,200.00	\$14,400.00	\$7,900.00	\$15,800.00	\$7,838.28	\$15,676.56	\$9,300.00	\$18,600.00
U52	FURNISH & INSTALL 6" PLUG VALVE WITH VALVE BOX	EA	1	\$2,011.00	\$2,011.00	\$1,700.00	\$1,700.00	\$2,300.00	\$2,300.00	\$2,170.60	\$2,170.60	\$2,400.00	\$2,400.00
U53	FURNISH & INSTALL SCAV ASSEMBLY WITH VAULT (FM)	EA	1	\$3,306.00	\$3,306.00	\$5,300.00	\$5,300.00	\$6,000.00	\$6,000.00	\$5,786.26	\$5,786.26	\$7,200.00	\$7,200.00
U54	FURNISH & INSTALL SEWER LATERAL (LONG SINGLE)	EA	22	\$2,357.00	\$51,854.00	\$2,200.00	\$48,400.00	\$1,500.00	\$33,000.00	\$783.83	\$17,244.20	\$818.00	\$17,996.00
U55	FURNISH & INSTALL SEWER LATERAL (SHORT SINGLE)	EA	14	\$2,085.00	\$29,190.00	\$980.00	\$13,720.00	\$1,000.00	\$14,000.00	\$542.65	\$7,597.10	\$1,457.00	\$20,398.00
U56	ADJUST EXISTING MANHOLE, ADD EXTERNAL DROP AND CORE HOLE	EA	1	\$2,275.00	\$2,275.00	\$11,000.00	\$11,000.00	\$2,600.00	\$2,600.00	\$1,085.30	\$1,085.30	\$2,400.00	\$2,400.00
U57	REMOVE EXISTING SANITARY SEWER PIPE	LF	1200	\$21.00	\$25,200.00	\$15.50	\$18,600.00	\$12.00	\$14,400.00	\$9.65	\$11,580.00	\$12.00	\$14,400.00
U58	REMOVE EXISTING SANITARY SEWER MANHOLE	EA	4	\$1,555.00	\$6,220.00	\$1,100.00	\$4,400.00	\$1,000.00	\$4,000.00	\$844.12	\$3,376.48	\$1,200.00	\$4,800.00
U59	FILL EXISTING 20" FM WITH FLOWABLE FILL AND CAP	LF	200	\$90.98	\$18,196.00	\$27.00	\$5,400.00	\$21.00	\$4,200.00	\$33.76	\$6,752.00	\$30.00	\$6,000.00
	<b>SUBTOTAL UTILITIES</b>				\$1,193,265.96		\$1,016,100.00		\$1,173,780.00		\$876,331.93		\$1,169,894.00
<b>Grand Total</b>					\$5,875,096.85		\$6,372,768.90		\$6,948,777.50		\$7,058,797.43		\$8,544,637.27

Corrected