



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

**REGULAR MEETING**

**FEBRUARY 28, 2013**

**6:30 P.M.**

**CALL TO ORDER**

Determination of a Quorum

Invocation and Pledge of Allegiance

**1. APPROVAL OF MINUTES**

Regular Meeting of February 14, 2013

**2. PUBLIC HEARING MATTER**

A. Appeal of Planning and Zoning Board's denial of a variance request to reduce the 10-foot side yard setback to 6.86 feet and to reduce the minimum 10-foot wide landscaping around the building to no more than 50 percent landscaping around the building at 1089 Walker Street; Applicants George L. and Maria P. Bori (AutoZone parts store CPH Engineers, Inc.) – Community Development Director Williams

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

A. **Ordinance 13-12:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING ARTICLE III, DIVISION 4 AND 5 OF CHAPTER 110 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN CONCERNING FINAL PLAT PROCEDURES AND REQUIREMENTS, AND HOA AND COMMUNITY SUBDIVISION INFRASTRUCTURE; RESPONSIBILITY; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE (*postponed 2/14/2013*) **with the second reading and public hearing being scheduled for March 14, 2013** - Community Development Director Williams

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

A. **Ordinance 13-07:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 4.82 ± ACRES LOCATED AT 1751 WILLIAMS ROAD AT THE NORTHEAST CORNER OF WILLIAMS ROAD AND AMBER SWEET LANE 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

B. **Ordinance 13-08:** 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 4.82 ± ACRES LOCATED AT 1751 WILLIAMS ROAD AT THE NORTHEAST CORNER OF WILLIAMS ROAD AND AMBER SWEET LANE FROM ORANGE COUNTY VILLAGE TO CITY URBAN VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE  
– Community Development Director Williams

C. **Ordinance 13-09:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 4.6 ± ACRES LOCATED AT 17416 AMBER SWEET LANE ON THE SOUTH SIDE OF AMBER SWEET LANE, EAST OF WILLIAMS 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

D. **Ordinance 13-10:** 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 4.6 ± ACRES LOCATED AT 17416 AMBER SWEET LANE ON THE SOUTH SIDE OF AMBER SWEET LANE, EAST OF WILLIAMS ROAD FROM ORANGE COUNTY VILLAGE TO CITY URBAN VILLAGE; PROVIDING

FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – Community Development Director Williams

- E. **Ordinance 13-11:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 12-48, THE CITY OF WINTER GARDEN FISCAL YEAR 2012-2013 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE – Finance Director Zielonka

5. **REGULAR BUSINESS**

- A. Recommendation to approve entering into a Right-of-Way Maintenance Agreement with Reserve at Carriage Pointe Homeowners Association – Community Development Director Williams
- B. Recommendation to approve waiving permit fees and closing Plant Street and Lakeview Avenue to accommodate the “Run in the Garden” 5k road race by Tri-n-Run of Winter Garden on Saturday, April 20, 2013 from 6:30 a.m. until 9:00 a.m. - Parks & Recreation Director Conn
- C. Recommendation to approve waiving fees and allowing alcohol sales for Evening at the Pops event Saturday, March 23, 2013 at Newton Park/Tanner Hall – Parks & Recreation Director Conn
- D. Appointment to the Code Enforcement Board to fill the unexpired term, until July 1, 2015, of resigning member Bradley Lomneck (*Postponed 2/14/2013*) – City Clerk Golden

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

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

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

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

**ADJOURN** to a Regular Meeting on March 14, 2013 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

February 14, 2013

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, Community Development Director Ed Williams, 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, Building Official Skip Lukert, and Orlando Sentinel Reporter Stephen Hudak

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

**Motion by Commissioner Buchanan to approve the regular meeting minutes of January 10, 2013 as submitted. Seconded by Commissioner Sharman and carried unanimously 5-0.**

#### • **School Garden Project**

Mayor Rees recognized John Rinehart to give a PowerPoint presentation on a School Garden Project in Winter Garden. Mr. Rinehart shared that the project was put together by Orlando Health and will focus on nutrition and health issues of our children. He stated that since he last approached the City with this idea, they now have all six elementary schools (Tildenville, Whispering Oak, Lake Whitney, Dillard, SunRidge and Maxey) on board with the pilot program. The schools have identified school garden coordinators. He noted that a design firm is going to pro bono their services to design the gardens. He spoke of a coordinator who will be in charge of the project. Research is starting with tours and a conceptual design was shown for Dillard Elementary School. They are now looking to the City of Winter Garden for support and endorsement of this project.

City Manager Bollhoefer stated that they are asking for \$5,000.00 in seed money from the City to get the program started. He noted that once this program gets started, they are getting a commitment finalized with the West Orange Health Alliance to help pay to establish these gardens.

Commissioner Sharman inquired if money would be taken from other funds to make this happen. Mr. Bollhoefer responded that this would be an adjustment at interim budget.

Mayor Rees stated he thinks it is a good project and he is glad Mr. Rinehart got all the schools on board.

Commissioner Olszewski noted he can see the direct benefit in exposing Winter Garden children to this program.

**Motion by Commissioner Buchanan to approve a \$5,000 donation to the pilot gardening project in Winter Garden elementary schools. Seconded by Commissioner Sharman and carried unanimously 5-0.**

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

- A. **Ordinance 13-07:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 4.82 ± ACRES LOCATED AT 1751 WILLIAMS ROAD AT THE NORTHEAST CORNER OF WILLIAMS ROAD AND AMBER SWEET LANE 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
- B. **Ordinance 13-08:** 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 4.82 ± ACRES LOCATED AT 1751 WILLIAMS ROAD AT THE NORTHEAST CORNER OF WILLIAMS ROAD AND AMBER SWEET LANE FROM ORANGE COUNTY VILLAGE TO CITY URBAN VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 13-07 and 13-08 by title only. Community Development Director Williams stated that this is a voluntary annexation and request for future land use map change. He noted that this property is in the Marsh Road area. Staff and the Planning and Zoning Board have reviewed and recommend approval.

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

**Motion by Commissioner Olszewski to approve Ordinance 13-07 and 13-08 with the second readings and public hearings being scheduled for February 28, 2013. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

- C. **Ordinance 13-09:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 4.6 ± ACRES LOCATED AT 17416 AMBER SWEET LANE ON THE SOUTH SIDE OF AMBER

SWEET LANE, EAST OF WILLIAMS 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

- D. **Ordinance 13-10:** 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 4.6 ± ACRES LOCATED AT 17416 AMBER SWEET LANE ON THE SOUTH SIDE OF AMBER SWEET LANE, EAST OF WILLIAMS ROAD FROM ORANGE COUNTY VILLAGE TO CITY URBAN VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 13-09 and 13-10 by title only. Community Development Director Williams stated that this is also a voluntary annexation and request for future land use map change. He noted that this is the same applicant as the previous hearing and this parcel is adjacent to the other parcel. Planning and Zoning Board and staff recommend approval.

Mayor Rees opened the public hearing.

Hugh McElvaney, 12050 Windermere Crossing Circle, Winter Garden, Florida, inquired of the ultimate goal when property such as this is annexed. Mr. Williams responded that there is an area around the City that is designated as a Joint Planning Area (JPA) between the County and the City. He noted that within that JPA, the City and County have agreed are appropriate for annexation because of the provisions and services the City provides. Mr. Williams noted some of the reasons for annexing are stormwater into an area, other development occurring, and lower taxes.

Mayor Rees closed the public hearing.

**Motion by Commissioner Sharman to approve Ordinance 13-09 and 13-10 with the second readings and public hearings being scheduled for February 28, 2013. Seconded by Commissioner Olszewski and carried unanimously 5-0.**

**FIRST READING OF PROPOSED ORDINANCES**

- E. **Ordinance 13-11:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 12-48, THE CITY OF WINTER GARDEN FISCAL YEAR 2012-2013 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 13-11 by title and the following excerpt from Section 1 as follows:

**REVENUES**

General Fund	\$ 850,978
Local Option Gas Tax Fund	1,582,456
General Impact Fee Fund	840,252
Transportation Impact Fee-South of Turnpike Fund	875,000
Transportation Impact Fee Fund	1,882,509
Utilities Operating Fund	3,143,080
Utilities Impact Fee Fund	3,687,150
Utilities Renewal & Replacement	3,055,700
Stormwater Fund	-
Trailer City Fund	1,056
	<u>\$15,918,181</u>

Mr. Ardaman noted that the expenditures for each of the items were the same amount.

Finance Director Zielonka stated this ordinance is a carry forward of last year's approved projects that have not been completed.

Mayor Rees asked about Main Street because he saw the utilities and stormwater but not the road (Tremaine down to Smith). Mr. Bollhoefer responded that the road has been budgeted for this year.

**Motion by Commissioner Buchanan to approve Ordinance 13-11 with the second reading and public hearing being scheduled for February 28, 2013. Seconded by Commissioner Makin and carried unanimously 5-0.**

- F. **Ordinance 13-12:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING ARTICLE III, DIVISION 4 AND 5 OF CHAPTER 110 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN CONCERNING FINAL PLAT PROCEDURES AND REQUIREMENTS, AND HOA AND COMMUNITY SUBDIVISION INFRASTRUCTURE; RESPONSIBILITY; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

Mayor Rees noted that at staff's request, Ordinance 13-12 would be **postponed** until February 28, 2013 at 6:30 p.m.

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

- A. **Ordinance 13-01:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 6 ± ACRES LOCATED AT 12900 ROPER ROAD ON THE SOUTH SIDE OF ROPER ROAD, EAST OF DANIELS ROAD AND WEST OF BEULAH 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

- B. **Ordinance 13-02:** 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 6 ± ACRES LOCATED AT 12900 ROPER ROAD ON THE SOUTH SIDE OF ROPER ROAD, EAST OF DANIELS ROAD AND WEST OF BEULAH ROAD FROM ORANGE COUNTY RURAL AGRICULTURAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- C. **Ordinance 13-03:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 6 ± ACRES LOCATED AT 12900 ROPER ROAD ON THE SOUTH SIDE OF ROPER ROAD, EAST OF DANIELS ROAD AND WEST OF BEULAH ROAD FROM ORANGE COUNTY A-1 CITRUS/AGRICULTURAL DISTRICT TO CITY R-1B RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 13-01, 13-02, and 13-03 by title only. Community Development Director Williams stated that this is also a voluntary annexation and request for future land use map and zoning. He noted that the property is joined with several annexations seen at recent meetings on the south side of Roper Road and west of Beulah Road. It is consistent with the density and development that has occurred in that area. It is also consistent with the comprehensive plan and land development code. Planning and Zoning Board and staff have reviewed it and both recommend approval of all three items.

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

Commissioner Sharman asked if the property owners have come to the City with reference to lot sizes. Mr. Williams replied that they have a preliminary sketch of the lot sizes and they are the same size as the subdivision to the north. There are some wetlands associated with the properties. There will be a series of community meetings about any concerns.

**Motion by Commissioner Makin to adopt Ordinances 13-01, 13-02, and 13-03. Seconded by Commissioner Sharman and carried unanimously 5-0.**

- D. **Ordinance 13-05:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 35.176 ± ACRES LOCATED AT 14288, 14350, AND 14362 SIPLIN ROAD AT THE SOUTHWEST CORNER OF SIPLIN ROAD AND SUNRIDGE BOULEVARD 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

City Attorney Ardaman read Ordinance 13-05 by title only. Community Development Director Williams stated that this is a voluntary annexation of land located across from two recently built schools. He noted that other vacant properties in the area have been interested in annexation since the road for the school was built. He noted that staff recommends approval. However, staff does not have the future land use and zoning at this time. Those items will come back before the City Commission at a later date after they sign a developer's agreement paying for their share of the road and utilities that have been extended to the school. Staff and the Planning and Zoning Board recommend approval.

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

**Motion by Commissioner Olszewski to adopt Ordinance 13-05. Seconded by Commissioner Sharman and carried unanimously 5-0.**

4. **REGULAR BUSINESS**

A. **Recommendation to approve Final Plat for Reserve at Carriage Pointe Phase 1**

Community Development Director Williams stated that this action is for the City Commission to accept the final plat. The plat has been reviewed by staff and the Planning and Zoning Board; both recommend approval.

**Motion by Commissioner Buchanan to approve final plat for Reserve at Carriage Pointe Phase 1. Seconded by Commissioner Makin and carried unanimously 5-0.**

B. **Recommendation to approve entering into a School Concurrency Mitigation Agreement WG-12-001 with Orange County School Board and J&WB, Inc. for the Bradford Creek project located at 420 and 421 Winter Garden Vineland Road**

Community Development Director Williams stated that this agreement was recently approved by the Orange County School Board for the mitigation of the Bradford Creek project that is located between CR 535 and Daniels Road. Staff recommends approval.

Mayor Rees asked if, of the 118 units 92 were okay and 26 did not have enough room in the schools, came out to \$400,000 or something. Mr. Williams stated that is correct.

**Motion by Commissioner Olszewski to approve entering into a School Concurrency Mitigation Agreement WG-12-001 with Orange County School Board and J&WB, Inc. for the Bradford Creek project located at 420 and 421 Winter Garden Vineland Road. Seconded by Commissioner Sharman and carried unanimously 5-0.**

C. **Resolution 13-01:** A RESOLUTION OF THE CITY OF WINTER GARDEN SUPPORTING POLICE OFFICER AND FIREFIGHTER PENSION PLAN AND

**DISABILITY PRESUMPTION REFORMS TO MAKE THE PLANS SUSTAINABLE, SOUND AND SECURE FOR CURRENT AND FUTURE POLICE OFFICERS AND FIREFIGHTERS**

City Manager Bollhoefer stated that the Florida League of Cities has sent this request to all the cities asking that each City approve this resolution so that the legislature addresses this issue.

**Motion by Commissioner Buchanan to approve Resolution 13-01. Seconded by Commissioner Sharman and carried unanimously 5-0.**

**D. Resolution 13-02: A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, OPPOSING UNFUNDED STATE MANDATES ON CITIES**

City Manager Bollhoefer stated that once again the Florida League of Cities is asking the cities throughout the State of Florida to support these resolutions as the League of Cities is now lobbying our State legislators.

Commissioner Sharman emphasized the importance of this item because of how the State expects Cities to do certain things without the funding. Commissioner Olszewski shared that he serves on the Florida League of Cities Central Florida Advocacy Team basically lobbying our legislatures and will be going to Tallahassee in March to talk about a lot of these issues affecting cities and maintaining the home rule law. Mayor Rees wished him well in his endeavors.

**Motion by Commissioner Sharman to approve Resolution 13-02. Seconded by Commissioner Makin and carried unanimously 5-0.**

**E. Appointment to the Code Enforcement Board to fill the unexpired term, until July 1, 2015, of resigning member Bradley Lomneck *This item was postponed until the next meeting.***

**5. MATTERS FROM CITIZENS**

Julie Cowan, 12181 Windermere Crossing Circle, Winter Garden, Florida, stated that she attended a January 16, 2013 meeting regarding the proposed 7-Eleven on the corner of Stoneybrook West Road and Windermere Road. The next day she contacted Commissioner Olszewski by e-mail and phone and stated that she wanted to stay informed of any developments on this subject. She said that she has not heard very much from the City Commissioner. She requested public knowledge be shared if the City is aware of anything happening with that proposed 7-Eleven.

Commissioner Olszewski stated he responded the very next day. At the January 16, 2013 meeting the City Attorney stressed that he cannot give his opinions because this is a quasi-judicial matter. What has been done is that the City Manager and City Attorney are working closely with 7-Eleven, attorneys representing 7-Eleven, and land owner to address the issues.

There is no update other than meetings are occurring. He asked the City Manager and/or City Attorney to add or amend his comments.

City Manager Bollhoefer stated staff has been in talks with an attorney about scheduling community meetings. There is one scheduled for tomorrow afternoon. The City Attorney has advised City Commissioners to be careful in how much they get involved because it is a quasi-judicial process and will be involved in the decision process. The site plan has not yet been approved by the City. He noted that records that have been submitted have been requested and provided to community representatives.

Jennifer Swanson, 1007 Spring Mill Drive, Winter Garden, Florida, stated she has a statement of fact regarding the 7-Eleven proposed for the corner of Stoneybrook West Road and Windermere Road. She is the Health and Safety Coordinator for Lake Whitney Elementary and wants the Commission to know this intersection is used every day by people biking and walking to school. She stated that this is a very pedestrian friendly community and would like for the City to keep this in mind when considering this project for final decision. Ms. Swanson referred to the earlier mention of the school garden and stated that they would like to keep the childhood obesity down also by helping the community keep healthy and stay active.

City Attorney Ardaman advised that comments regarding the pending application before the City would be appropriate at the hearing held by the City Commission.

City Manager Bollhoefer stated that he interprets Mr. Ardaman's comments to mean that what is being said tonight is appropriate, but in order for it to have any legal bearing, the comments need to be made at the actual hearing. Matters stated tonight will not be considered as evidence as a part of the quasi-judicial process.

Kelly Murphy, 149 Blue Stone Circle, Winter Garden, Florida, stated she was here to speak on behalf of herself, her family, and the collective thoughts of the coalition. She noted that they understand that there is a process underway on reviewing an application from 7-Eleven's representatives to put a gas station on the southwest corner of Stoneybrook West Parkway and Windermere Road. She stated that they have had a lot of questions along the way and commended City staff on their professionalism and courtesy. She noted that they wanted to reiterate some of the key concerns of the proposal as it stands today. The project is not safe, does not contribute to community health, and is not in support of the community's general welfare.

Hugh McElvaney, 12050 Windermere Crossing Circle, Winter Garden, Florida, inquired if there has been any consideration given to the 7-Eleven possibly moving down away from this particular lot. The footprint looks larger than the landscaping will allow. He noted that he is not against 7-Eleven, but he is against a 7-Eleven on this particular parcel. He has concerns with safety, health, and school issues.

City Manager Bollhoefer noted that this subject was brought up at the community meeting and for legal reasons he cannot address it. 7-Eleven is well aware that residents want them to build it elsewhere.

**City Attorney Ardaman** stated that what is before the City at this time is an application for a site plan. That is what the City will have to evaluate and vote upon based on what evidence is before them. To require they move to some other location would subject the City to strong litigation. **Mr. McElvaney** stated they could suggest it, not require it. **Mr. Ardaman** noted that the City could certainly make the suggestion, but when it comes down to a decision the City is legally obligated to review, respond, and act on just that application. Mr. Ardaman expressed that nothing is stopping residents or any property owner from communicating a suggestion to 7-Eleven. Nothing prevents City staff from speaking to 7-Eleven about the suggestion. He noted that his job, in part, is to make sure that whatever decision is made by the City Commission is protected.

**City Manager Bollhoefer** noted that by correctly handling the proceedings also protects the residents. **Mr. Ardaman** added that it protects 7-Eleven as well. **City Manager Bollhoefer** asked if he could meet with them after the City Commission Meeting.

Eric Smith, 1018 Spring Mill Drive, Winter Garden, Florida, stated that the perception is that they are being manipulated and have no control over what is literally happening in their backyard. He asked that the City continue to educate them on the procedures and shared that there is the perception that the City is hiding something which he finds demoralizing and disappointing.

**Mayor Rees** noted that the Commission listens to residents. He shared that he was born and raised in Winter Garden and he has raised his kids and grandkids here. He noted that he is not going anywhere. He shared that people come into the City to develop and then leave. Our residents are the ones the City Commission is responding to as best as they can.

**City Attorney Ardaman** addressed the perception on all sides. Why isn't everything being shared and posted to make it easily accessible? There is a public records law that anyone is able to request any document concerning this issue. The City saying, in this case, we would just send you everything would compromise the process. He noted that a public records request, in this instance, would have to be periodically filed in order to have the most current information available.

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

7. **MATTERS FROM CITY MANAGER**

A. **Distribution and brief discussion on upcoming ordinances**

In addition to bringing back Ordinance 13-12 postponed earlier in this meeting, Mr. Bollhoefer stated that he will also be bringing back the proposed noise ordinance for the City Commission's review at the next meeting. He explained that it will adjust the City's code. Clarification has been received from the Supreme Court and staff now feels

comfortable in being able to enforce the code regarding boom boxes in vehicles. He noted that there will be additional proposed legislation brought to the City Commission regarding sidewalk cafes and signs with possible workshops.

• **5<sup>th</sup> Annual Uncle Don's Chili Cook-Off**

Community Relations Manager Vaughn thanked the community for its support and announced that approximately \$18,000 was raised in this effort in a matter of only three hours.

• **Art in Public Places**

Ms. Vaughn announced that the Art of Mentorship exhibit will be going up Monday morning. The reception will be 5:30 to 7:00 p.m. before the next City Commission meeting. The next exhibit in late May will be in conjunction with the Bloom N' Grow Garden Society whereby artists will exhibit Winter Garden in Bloom in the spring.

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

**Commissioner Sharman** thanked the community for their attendance tonight and expressed that he, as a City Commissioner, is definitely listening to their concerns.

**Commissioner Olszewski** announced a Financial Literacy Event to be held in East Winter Garden entitled "How You Can Drive a Mercedes" on February 21, 2013, at 6:30 p.m. at the Ninth Street Church of Christ. He noted that this event is being presented by the Orange County Community Action Board and the East Winter Garden Community Development Corporation.

Commissioner Olszewski thanked the City of Winter Garden staff for a great Chili Cook-Off event.

Commissioner Olszewski thanked City Clerk Kathy Golden for maintaining the City's records and handling records requests and referenced the hundreds if not thousands of e-mails and records that he copies to everyone. He is easily reachable and wants to be contacted if there is ever a question he can help them with. He is proud to represent District 3 as the City Commissioner. He thanked the citizens for their patience and for allowing the City to get to a solution.

**Mayor Rees** thanked Community Relations Manager Andrea Vaughn and all staff for their efforts in raising \$18,000 for cancer Relay for Life.

The meeting adjourned at 7:19 p.m.

APPROVED:

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Mayor John Rees

ATTEST:

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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:** February 20, 2013                      **Meeting Date:** February 28, 2013

**Subject:** 1089 Walker Street  
**AutoZone**  
PARCEL ID# 23-22-27-8104-00-470  
PARCEL ID# 23-22-27-8104-00-460  
PARCEL ID# 23-22-27-8104-00-332  
PARCEL ID# 23-22-27-8104-00-341  
PARCEL ID# 23-22-27-8104-00-331  
PARCEL ID# 23-22-27-8104-00-360

**Issue:** Appeal of the Planning and Zoning Board's February 4, 2013 recommendation of denial for a variance to the minimum required side yard setback of 10 feet to allow a side yard setback of 6.86 feet and denial of a variance to the minimum required 10 foot landscape area around the building to allow no landscaping in over 50% of the area next to the building.

**Discussion:** The applicant has submitted an appeal to the Planning and Zoning Board's recommendation of denial of two variances. The applicant submitted an application for multiple variances but decided not to pursue some of the variances at this time. The plans submitted (Exhibit 1) did not detail the landscaping and staff used these plans to determine where variances would be required. A large portion of the area along the southwest part of the building is covered with a roof and staff concluded that there would not be any landscaping in this area. The applicants appeal discusses landscaping along the east side of the building. The landscaping variance that was denied does not pertain to the east side of the building. The requirement that landscaping be around the building is referring to the south and west side of the building and this requirement is addressed in Section 118-1522 of the code, which states that a minimum 10 foot landscape area shall be located around all buildings and that a 5 foot sidewalk may be located within this area (Exhibit 2). Staff was not concerned with a smaller landscape area along the east side of the building, because we did not support a variance to the side yard setback which then allowed enough room to meet code requirements. The applicant also requested a variance to the minimum 10 foot side yard setback to allow the building to be constructed at a side yard setback of 6.86 foot. The proposed development is new construction and should be

designed to meet all code requirements. The applicant has been looking at this site for an extended period of time and can easily design a building that meets our setback requirements as well as landscaping requirements.

Staff as well as the Planning and Zoning Board recommended denial of the requested variances because:

1. The variances requested did not meet any of the criteria required by Division 4, Article II, Section 118-131 of the Winter Garden Code;
2. The applicant provided no justification for the variances;
3. The building plans could easily be modified to meet code;
4. The State Road 50 Overlay is important to the quality of the corridor;
5. A more appropriate procedure would have been to submit for a Planned Unit Development/Planned Commercial Development;
6. The variances were self-created.

**Recommended Action:**

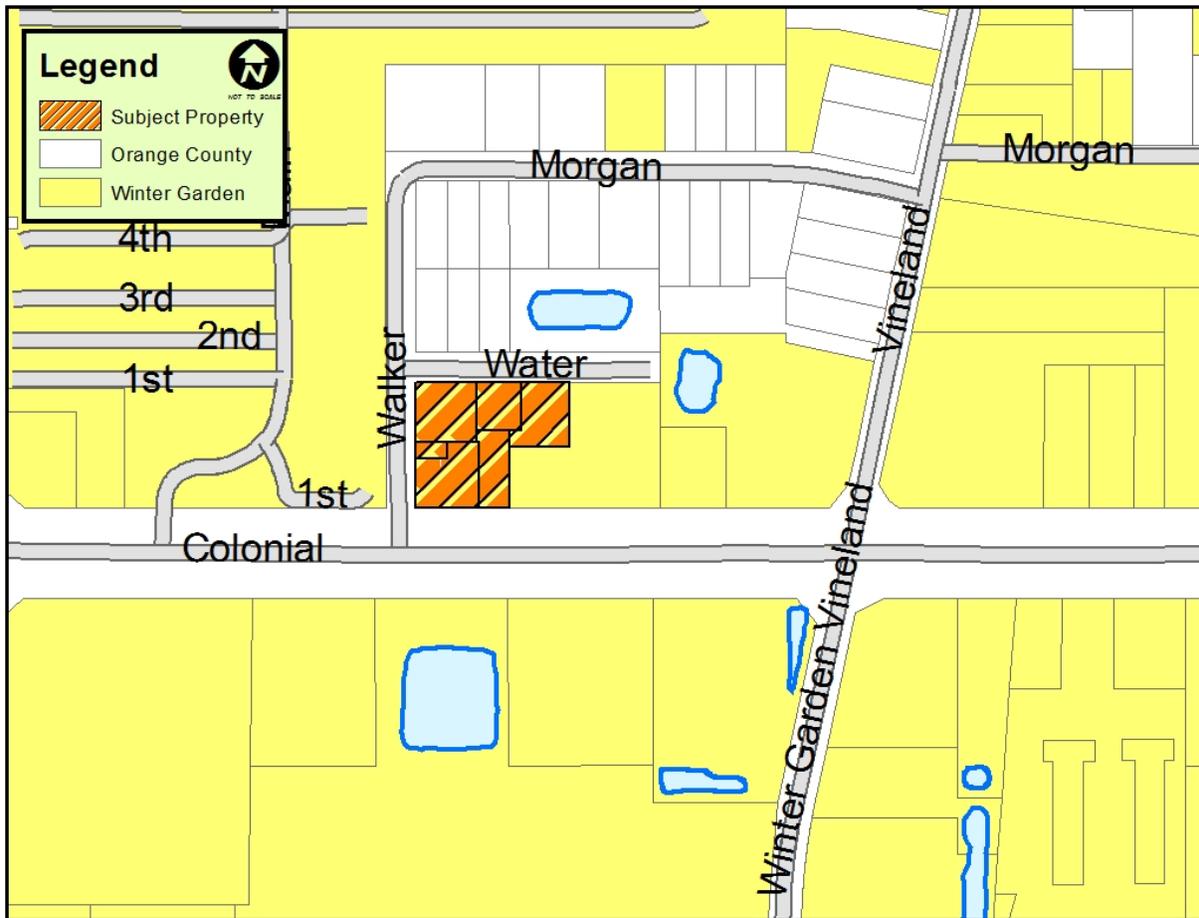
Staff recommends that the City Commission uphold the Planning and Zoning Boards recommendation of denial of the variances.

**Attachment(s)/References:**

Location Map  
Staff Report  
Denial Letter(s)  
Appeal Letter  
Exhibit 1 – Plans submitted with Variance Application  
Exhibit 2 – Graphic from Section 118-1522 City code

# LOCATION MAP

1089 Walker Street  
Parcel ID #(s):  
23-22-27-8104-00-331  
23-22-27-8104-00-470  
23-22-27-8104-00-460  
23-22-27-8104-00-332  
23-22-27-8104-00-341  
23-22-27-8104-00-360



# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

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

# STAFF REPORT

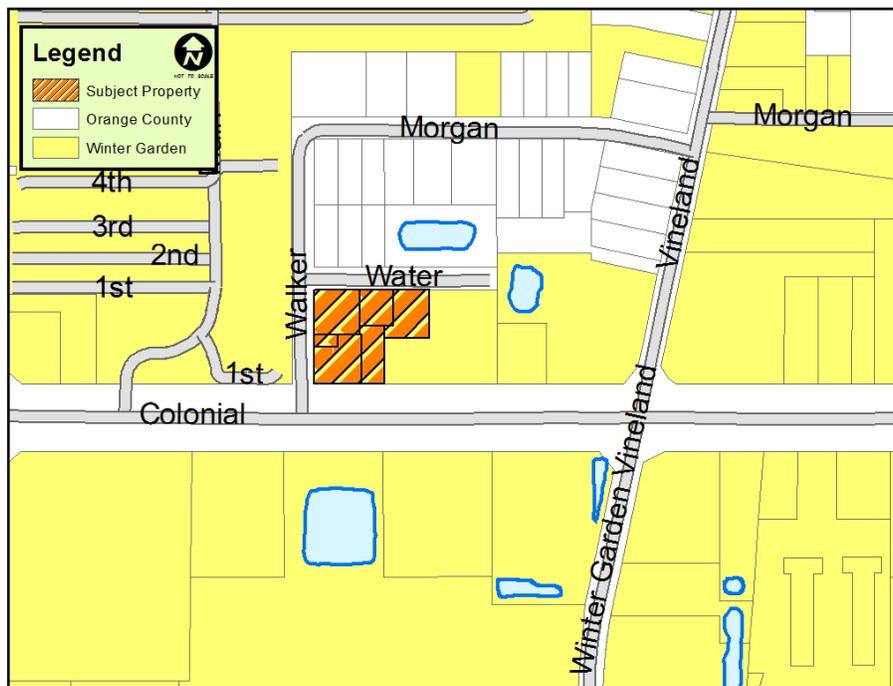
**TO:** PLANNING AND ZONING BOARD  
**PREPARED BY:** STEVE PASH, SENIOR PLANNER  
**DATE:** JANUARY 29, 2013  
**SUBJECT:** VARIANCE  
**1089 Walker Street**  
**PARCEL ID #** 23-22-27-8104-00-331, 23-22-27-8104-00-470, 23-22-27-8104-00-460, 23-22-27-8104-00-332, 23-22-27-8104-00-341, 23-22-27-8104-00-360

**APPLICANT:** George L. & Maria P. Bori

### INTRODUCTION

The purpose of this report is to evaluate the request for a side yard setback and landscape area variance for a proposed development on property located at 1089 Walker Street in Winter Garden, Florida. The request is for a 6.86 foot side yard setback in lieu of the required 10 foot side yard setback and for a variance to the minimum required 10 foot wide landscaped area around a building to allow no landscaping in portions (over 50%) of the area around the building. If approved, these variances will allow a new AutoZone auto parts store to be built.

The subject property, located on Walker Street is approximately a 0.98 ± acre lot at the intersection of Walker Street and West Colonial Drive. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The subject property carries the zoning designation C-2 (Arterial Commercial District) and is designated COM (Commercial) on the Future Land Use Map of the City's Comprehensive Plan.

### **EXISTING USE**

The subject property contains a 1,936 square foot single family home and an 812 square foot single-family home.

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

The property located to the north is a single family house, zoned R-2 and located in Orange County. The property located to the east is developed with an auto parts store, zoned C-2 and located in the City of Winter Garden. The properties to the south are developed as commercial buildings, zoned C-2 in the City. The property to the west is the Orlando Winter Garden RV Resort, zoned C-2 in the City.

### **PROPOSED USE**

The applicant would like to demolish the existing homes and build a new AutoZone auto parts store. The proposed building still needs to submit for site plan review to build the AutoZone, but the applicant wanted to apply for these variances prior to site plan review..

### **CODE REFERENCE**

**Sec. 118-1441 (b)** of the City Code of Ordinances addresses minimum yard requirements within the West State Road 50 Commercial Corridor. This section states in part that the minimum yard requirements are “*side: 10 feet.*”

**Sec. 118-1522 (1)** of the City Code of Ordinances addresses landscape design standards in the West State Road 50 Overlay. This section states that “a minimum ten-foot wide landscape area shall be located around all buildings. A five-foot sidewalk may be included in this buffer area.”

The applicant is seeking a variance to the minimum side yard and a variance to the minimum landscape area around the building to construct a new AutoZone auto parts store.

### **CODE REQUIREMENTS /CRITERIA**

#### **Code Requirements/Criteria:**

Section 118-131 of the City Code that relates to the review criteria states that, “A variance may be granted from land development regulations by the planning and zoning board if the planning and zoning board concludes that literal enforcement of the provisions of land development regulations would result in either practical difficulties (for setback and parking provisions) or unnecessary hardships (for all other land development regulations) for the property at issue.” The code also lists the following criteria that are to be addressed before a variance can be approved. Underlined text is Staff's comments concerning this particular petition.

*(1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;*

The proposed building and site development are new construction. Approving new

construction to develop without meeting the code requirements will cause interference with the reasonable enjoyment of nearby and adjacent property owners. In addition, allowing new development to design the site without meeting code and get variances will negatively impact the standard of living of the citizens of the city.

- (2) *The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;*

The requested variances are not in character with other properties in the same zoning category. Staff requires new development to meet the minimum requirements of the code as new construction should be designed around the code requirements.

- (3) *In the context presented, strict compliance with the land development regulation will not further any legitimate city objective or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;*

The City's objective is to maintain orderly development of the properties within the city. Allowing new development on property specifically purchased for a business to be done without meeting code would not benefit any City objectives.

- (4) *The granting of the variance is consistent with the city's comprehensive plan; and*

The variances requested are not consistent with the provisions of the City's Comprehensive Plan relating to commercial development or the goal of the West State Road 50 Commercial Corridor. Policy 1-2.10.2 of the Comprehensive Plan specifically states, "the City shall use the West SR 50 overlay regulations to control and enhance landscaping, signage, architectural design, buffers, setbacks, pedestrian connection, vehicle access and parking, and site design." The proposed design does not meet setbacks or landscaping requirements.

- (5) *The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under these criteria if the variance were denied.*

The variances requested are not the minimum variances that will make reasonable use of the land. The proposed structure is one of two standard buildings that AutoZone builds and the site they have decided to purchase does not accommodate their buildings. Therefore, the building and site plan needs to be redesigned to meet code requirements where they want to develop.

## **SUMMARY**

City Staff recommends denial of a variance to Section 118-1441 (b) to allow a 6.86 foot side yard setback in lieu of the required 10 foot side yard setback and denial of a variance to Section 118-1522 (1) to allow no landscaping in over 50% of the required landscape area around a building to allow for the construction of a new AutoZone auto parts store.

## **NEXT STEP**

Design the site to meet code and submit for Site Plan Review.

**ATTACHMENTS**

- Aerial Photos
- Survey
- Site Photos

**AERIAL PHOTO**  
**1089 Walker Street**





**Site Photos**  
**1089 Walker Street**









**END OF STAFF REPORT**



**NOTICE OF DECISION REGARDING REQUEST FOR GENERAL VARIANCE**

To: George L. & Maria P. Bori, PROPERTY OWNER OR AGENT OF THE PROPERTY LOCATED AT:  
ADDRESS: 1089 Walker Street  
CITY: Winter Garden STATE: FL ZIP: 34787

AT A PUBLIC HEARING HELD ON February 4, 20 13, THE WINTER GARDEN PLANNING AND ZONING BOARD

APPROVED  APPROVED WITH CONDITIONS\*  DENIED YOUR REQUEST FOR THE FOLLOWING VARIANCE:

To allow for a 6.86 foot side yard setback in lieu of the minimum required 10 foot side yard setback and to allow no landscaping in over 50% of the minimum required 10 foot landscaping around a building.

\*CONDITIONS: These variances were requested and denied on the following parcels: 23-22-27-8104-00-331, 23-22-27-8104-00-470, 23-22-27-8104-00-460, 23-22-27-8104-00-332, 23-22-27-8104-00-341, and 23-22-27-8104-00-360

***IN GRANTING ANY VARIANCE, THE BOARD MAY PRESCRIBE APPROPRIATE CONDITIONS AND SAFEGUARDS TO ENSURE COMPLIANCE WITH THE CODE. VIOLATION OF SUCH CONDITIONS AND SAFEGUARDS, WHEN MADE A PART OF THE TERMS UNDER WHICH THE VARIANCE IS GRANTED, SHALL BE DEEMED A VIOLATION OF THIS CODE AND PUNISHABLE IN ACCORDANCE WITH THE CODE. AT THE DISCRETION OF THE BOARD, SUCH VARIANCE MAY BE REVOKED FOR VIOLATION OF THE CONDITION AND/OR SAFEGUARDS. IN ADDITION, THIS VARIANCE SHALL EXPIRE AND BECOME NULL AND VOID IF THE BUILDING OR IMPROVEMENT OR OTHER MATTERS AUTHORIZED BY THE VARIANCE ARE NOT COMMENCED WITHIN 365 DAYS FROM THE DATE OF THE BOARD'S APPROVAL. ONE 365-DAY EXTENSION OF THE VARIANCE MAY BE GRANTED BY THE PLANNING & ZONING BOARD PRIOR TO THE EXPIRATION OF THE FIRST 365 DAYS.***

IF YOUR REQUEST WAS DENIED, THE ZONING AND PLANNING BOARD DETERMINED THAT THE CRITERIA CHECKED BELOW WERE **NOT** MET:

PURSUANT TO DIVISION 4, ARTICLE II, SECTION 118-128 OF THE WINTER GARDEN CODE:

(1) THE VARIANCE, IF GRANTED, WOULD NOT CONSTITUTE A "USE VARIANCE."

PURSUANT TO DIVISION 4, ARTICLE II, SECTION 118-131 OF THE WINTER GARDEN CODE:

(1) GRANTING THE VARIANCE WILL NOT CAUSE OR ALLOW INTERFERENCE WITH THE REASONABLE ENJOYMENT OF ADJACENT OR NEARBY PROPERTY OWNERS OR NEGATIVELY IMPACT THE STANDARD OF LIVING OF THE CITIZENS OF THE CITY.

(2) THE VARIANCE WILL ALLOW A REASONABLE USE OF THE PROPERTY, WHICH USE IS NOT OUT OF CHARACTER WITH OTHER PROPERTIES IN THE SAME ZONING CATEGORY.

(3) IN THE CONTEXT PRESENTED, STRICT COMPLIANCE WITH THE LAND DEVELOPMENT REGULATION WILL NOT FURTHER ANY LEGITIMATE CITY OBJECTIVE OR THE BENEFITS WHAT WOULD BE ACHIEVED UNDER THE OTHER VARIANCE CRITERIA BY THE GRANTING OF THE VARIANCE OUTWEIGH THE BENEFITS UNDER THIS CRITERIA IF THE VARIANCE WERE DENIED.

**NOTICE OF DECISION REGARDING REQUEST FOR GENERAL VARIANCE, CONTINUED...**

- (4) THE GRANTING OF THE VARIANCE IS CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN.
- (5) THE VARIANCE REQUESTED IS THE MINIMUM VARIANCE THAT WILL MAKE REASONABLE USE OF THE LAND, BUILDING, OR STRUCTURE OR THE BENEFITS THAT WOULD BE ACHIEVED UNDER THE OTHER VARIANCE CRITERIA BY THE GRANTING OF THE VARIANCE OUTWEIGH THE BENEFITS UNDER THIS CRITERIA IF THE VARIANCE WERE DENIED.
- (6) LITERAL ENFORCEMENT OF THE PROVISIONS OF LAND DEVELOPMENT REGULATIONS WOULD RESULT IN EITHER PRACTICAL DIFFICULTIES (FOR SETBACK AND PARKING PROVISIONS) OR UNNECESSARY HARDSHIPS (FOR ALL OTHER LAND DEVELOPMENT REGULATIONS) FOR THE PROPERTY AT ISSUE.
- (7) IF THE VARIANCE IS GRANTED, THE REMAINING REGULATIONS IN EFFECT WILL PROTECT THE PUBLIC SAFETY AND WELFARE OF THE CITY.

ADDITIONAL COMMENTS (IF ANY): In addition, the board found: (a) the applicant provided no justification, (b) building plans could easily be modified to meet code, (c) State Road 50 Overlay is important to the quality of the corridor, (d) a more appropriate procedure would have been Planned Unit Development, (e) variances were self created.

STAFF SIGNATURE  DATE February 5, 2013

COPIES FORWARDED TO:  COMMUNITY DEVELOPMENT DEPARTMENT  BUILDING DIVISION



**NOTICE OF DECISION REGARDING REQUEST FOR GENERAL VARIANCE**

To: CPH Engineers, Inc., PROPERTY OWNER OR AGENT OF THE PROPERTY LOCATED AT:

ADDRESS: 1089 Walker Street

CITY: Winter Garden STATE: FL ZIP: 34787

AT A PUBLIC HEARING HELD ON February 4, 20 13, THE WINTER GARDEN PLANNING AND ZONING BOARD

APPROVED  APPROVED WITH CONDITIONS\*  DENIED YOUR REQUEST FOR THE FOLLOWING VARIANCE:

To allow for a 6.86 foot side yard setback in lieu of the minimum required 10 foot side yard setback and to allow no landscaping in over 50% of the minimum required 10 foot landscaping around a building.

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(2) THE VARIANCE WILL ALLOW A REASONABLE USE OF THE PROPERTY, WHICH USE IS NOT OUT OF CHARACTER WITH OTHER PROPERTIES IN THE SAME ZONING CATEGORY.

(3) IN THE CONTEXT PRESENTED, STRICT COMPLIANCE WITH THE LAND DEVELOPMENT REGULATION WILL NOT FURTHER ANY LEGITIMATE CITY OBJECTIVE OR THE BENEFITS WHAT WOULD BE ACHIEVED UNDER THE OTHER VARIANCE CRITERIA BY THE GRANTING OF THE VARIANCE OUTWEIGH THE BENEFITS UNDER THIS CRITERIA IF THE VARIANCE WERE DENIED.

**NOTICE OF DECISION REGARDING REQUEST FOR GENERAL VARIANCE, CONTINUED...**

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ADDITIONAL COMMENTS (IF ANY): In addition, the board found: (a) the applicant provided no justification, (b) building plans could easily be modified to meet code, (c) State Road 50 Overlay is important to the quality of the corridor, (d) a more appropriate procedure would have been Planned Unit Development, (e) variances were self created.

STAFF SIGNATURE



DATE February 5, 2013

COPIES FORWARDED TO:  COMMUNITY DEVELOPMENT DEPARTMENT  BUILDING DIVISION



**NOTICE OF DECISION REGARDING REQUEST FOR GENERAL VARIANCE**

To: Bernese Fleming, Allen Stephens, Queen Ella Fowler , PROPERTY OWNER OR AGENT OF THE PROPERTY LOCATED AT:  
ADDRESS: 1089 Walker Street  
CITY: Winter Garden STATE: FL ZIP: 34787

AT A PUBLIC HEARING HELD ON February 4 ,20 13 , THE WINTER GARDEN PLANNING AND ZONING BOARD

APPROVED  APPROVED WITH CONDITIONS\*  DENIED YOUR REQUEST FOR THE FOLLOWING VARIANCE:

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STAFF SIGNATURE



DATE February 5, 2013

COPIES FORWARDED TO:  COMMUNITY DEVELOPMENT DEPARTMENT  BUILDING DIVISION

February 11, 2013

Steven Pash  
City of Winter Garden  
300 West Plant Street  
Winter Garden, FL 34787-3011



2216 Altamont Avenue  
Fort Myers, Florida 33901  
Phone: 239.332.5499  
Fax: 239.332.2955

[www.cphengineers.com](http://www.cphengineers.com)

**Appeal of Planning & Zoning Board Decision – Feb 4, 2013**  
**AutoZone Winter Garden Variance Request**  
**1089 Walker Street**  
**CPH Project Number: A20114**

Mr. Pash:

On behalf of the applicant, we respectfully submit an appeal of the Planning & Zoning Board's February 4<sup>th</sup> decision regarding the denial of the two Variance requests relating to the proposed AutoZone at 1089 Walker Street. The P&Z Board denied the variance requests for 3.14' of relief from each Code Sections 118-1441 (b) and 118-1522 (1).

The proposed development is located at the northeast corner of SR 50 and Walker Street. The site is currently occupied by two single family residences and a retail tile business. The variances requested are only for a small portion of the site at the southeast corner of the building that adjoins the storm water pond for the adjacent commercial development.

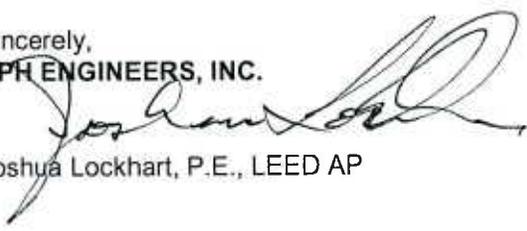
The appeal of the decision relates to staff report included in the meeting agenda inaccurately reflecting the proposed improvements to the site. On page 45 of the staff report, the variance request for the foundation landscaping relief is described to include no landscaping in the area the variance is being requested at. The proposed development will have landscaping in this area to provide screening and meet the buffer requirements between the property line bordering the neighboring pond and the building. The request was only for relief from the code section requiring 10' of foundation landscaping to 6.86' feet, not from the requirement to plant this area. The 6.86' feet of area will be landscaped and will actually exceed the amount of green area that would be provided if a sidewalk was installed at this location as is required around the other sides of the building. It is our professional opinion that the requested variances do not differentiate from the intent of the overlay buffer and facilitate the required buffers along SR 50, Walker St, and Water St. The proposed development is an appropriate and efficient use for this corridor and site.

At this time, we are requesting the review of the enclosed materials as follows:

- 1) Executed Appeal Application
- 2) One (1) copy of the Legal Description
- 3) One (1) Check for \$300
- 4) One (1) Letter of Authorization
- 5) Supporting Materials (Photo, Site and Landscape Plan)

Thank you for your consideration of this request and please feel free to contact us regarding the enclosed materials.

Sincerely,  
CPH ENGINEERS, INC.

  
Joshua Lockhart, P.E., LEED AP

**Community Development  
Planning & Zoning**

FEB 14 2013

Received By: 



**APPLICATION FOR AN APPEAL OF A PLANNING AND ZONING BOARD DECISION**

<b>SUBMITTAL REQUIREMENTS</b>		
<i>PLEASE BRING ALL OF THE FOLLOWING ITEMS THAT APPLY WHEN SUBMITTING YOUR APPLICATION</i>		
APPLICATION	INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.	<input type="checkbox"/>
LETTER	DESCRIBING: A. THE NATURE AND REASON FOR YOUR APPEAL; B. A DESCRIPTION OF THE DETERMINATION OF THE PLANNING AND ZONING BOARD; C. THE REASON FOR OVERTURNING THE DETERMINATION (I.E., WHY YOU BELIEVE THE PLANNING AND ZONING BOARD DECISION IS INCORRECT.)	<input checked="" type="checkbox"/>
FEE	FEES ARE NON-REFUNDABLE : \$300.00	<input checked="" type="checkbox"/>
LEGAL DESCRIPTION	PROVIDE A FULL LEGAL DESCRIPTION.	<input checked="" type="checkbox"/>
OWNERSHIP	PROOF OF OWNERSHIP (IE., A COPY OF THE DEED).	<input checked="" type="checkbox"/>
POA OR POAA	LIMITED POWER OF ATTORNEY (IF SIGNED BY AN AGENT OF THE OWNER). OR COMPLETED PROPERTY OWNER AUTHORIZATION AFFIDAVIT	<input checked="" type="checkbox"/>

**\*\* ADVISEMENTS \*\***

**PROCEDURE:**

THE PROCEDURE FOR AN APPEAL IS OUTLINED IN SECTION 98-31 OF THE CITY'S CODE OF ORDINANCES. IN GENERAL, THE APPEAL SHALL BE HEARD AND REVERSE, OR AFFIRM, WHOLLY OR PARTLY, OR MAY MODIFY THE ORDER, REQUIREMENT, DECISION, OR DETERMINATION OF THE BOARD AT AN ADVERTISED PUBLIC HEARING.

**CODE OF ORDINANCES:**

THE CITY OF WINTER GARDEN'S CODE OF ORDINANCE CAN BE FOUND ON THE INTERNET AT [WWW.MUNICODE.COM](http://WWW.MUNICODE.COM). ACCESS TO THE INTERNET CAN BE OBTAINED AT ANY BRANCH OF THE ORANGE COUNTY LIBRARY.

**APPLICATION SUBMITTAL:**

APPLICATION SUBMITTAL DEADLINE IS WITHIN 15 DAYS AFTER DECISION OF THE PLANNING AND ZONING BOARD OF WHICH ANY PERSON IS AGGRIEVED. THE APPLICATION SHALL BE SUBMITTED TO THE DIRECTOR OF PLANNING, WITHIN THE COMMUNITY DEVELOPMENT DEPARTMENT.

**NOTE:** IF THE PETITIONER WISHES TO BE REPRESENTED BY AN AGENT, A LIMITED POWER OF ATTORNEY MUST BE PROPERLY EXECUTED AND PROVIDED TO THE CITY ALONG WITH THIS APPLICATION.



**APPLICATION FOR AN APPEAL OF A PLANNING AND ZONING BOARD DECISION**

SECTION 98-31 OF THE CITY OF WINTER GARDEN CODE OF ORDINANCE ALLOWS FOR ANYONE AGGRIEVED BY A DECISION OF THE PLANNING AND ZONING BOARD TO APPEAL SAID DECISION TO THE CITY COMMISSION. THIS DOCUMENT IS THE OFFICIAL APPEALS APPLICATION. PLEASE COMPLETE THIS FORM, SUPPLY ALL REQUIRED INFORMATION, AND PROVIDE THE APPROPRIATE FEE.

**OWNER OF RECORD INFORMATION**

BUSINESS NAME: Bori, George L; Bori, Maria P.; Fowler, Queen Ella; Fleming, Bernese Irene; Stephens, Allen Lee

CONTACT NAME: George Bori

MAILING ADDRESS: 1515 Blackwood Avenue

CITY: Gotha STATE: FL ZIP: 34734

PHONE: 407-877-7473 FACSIMILE: \_\_\_\_\_ CELLULAR: \_\_\_\_\_

EMAIL: George@groundtek.com

**APPLICANT/CONTACT PERSON (IF DIFFERENT THAN OWNER OF RECORD):**

BUSINESS NAME: CPH Engineers, Inc.

CONTACT NAME: Joshua Lockhart, P.E.

MAILING ADDRESS: 2216 Altamont Avenue

CITY: Fort Myers STATE: FL ZIP: 33901

PHONE: 239-332-5499 FACSIMILE: 239-332-2955 CELLULAR: \_\_\_\_\_

EMAIL: jlockhart@cphengineers.com

Only the primary contact as indicated by the Applicant/Contact Person will receive all correspondence from the City.

**PROPERTY/SITE INFORMATION:**

PROJECT NAME: AutoZone of Winter Garden

SITE ADDRESS: 1089 Walker Street

COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>331</u>
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>332</u>
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>341</u>
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>360</u>
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>460</u>
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>470</u>

CURRENT ZONING:

R-2 ACRES: .37 acres

C-2 ACRES: .62 acres

EXISTING USE:

Single Family Residential DU OR SQFT: .37 acres

Vacant Commercial DU OR SQFT: .39 acres

Stores - 1 Story DU OR SQFT: .23 acres

PROPOSED USE(S):

Retail Store - AutoZone DU OR SQFT: .99

**DECISION TO BE APPEALED (DATE, NATURE OF THE DECISION)**

Denial of Variance requests from relief from City Code Sections 118-1441 (b) and 118-1522 (1) on February 4, 2013. We request that City Commission reviews the request and we respectfully Request approval.

**RESPONSIBLE PARTY:**

I UNDERSTAND THAT THE CITY OF WINTER GARDEN REQUIRES THAT THE APPLICANT BE RESPONSIBLE FOR REIMBURSING THE CITY FOR ALL ADVERTISING COSTS ASSOCIATED WITH THIS APPLICATION, INCLUDING POSTAGE FOR NOTICES TO ADJACENT PROPERTY OWNERS, AND FOR NEWSPAPER ADVERTISING AS REQUIRED BY THE FLORIDA STATUTES AND THE CITY CODE. I UNDERSTAND THAT I WILL BE BILLED FOR THESE COSTS AND WILL BE RESPONSIBLE FOR PAYING THEM, WHETHER OR NOT MY APPLICATION FOR AN APPEAL IS SUCCESSFUL.

IN ADDITION, IF THIS APPLICATION IS DEEMED TO REQUIRE REVIEW BY THE CITY ENGINEER, CITY SURVEYOR AND/OR CITY ATTORNEY, I UNDERSTAND THAT I OR MY COMPANY WILL BE RESPONSIBLE TO PAY FOR ANY AND ALL REASONABLE LEGAL, ENGINEERING, OR SURVEYING FEES INCURRED BY THE CITY OF WINTER GARDEN IN THE PROCESS OF REVIEWING THE ABOVE PROJECT. I ALSO UNDERSTAND THAT IF THIS PROJECT PROPERTY IS SOLD, I OR MY COMPANY WILL BE RESPONSIBLE TO ENSURE THAT THE NEW OWNER WRITES A SIMILAR LETTER ACCEPTING ALL THE RESPONSIBILITY TO PAY FOR ANY AND ALL REASONABLE LEGAL, ENGINEERING, OR SURVEYING FEES INCURRED BY THE CITY OF WINTER GARDEN IN THE PROCESS OF REVIEWING THIS PROJECT FROM THE DATE THE PROPERTY IS SOLD.

AN APPLICANT SHALL PROVIDE PROMPT WRITTEN NOTICE TO THE CITY MANAGER IN THE EVENT OF A CHANGE IN OWNERSHIP OF ALL OR A PORTION OF A LOT, TRACT, OR PARCEL OF REAL PROPERTY WITH THE RESPECT TO WHICH AN APPLICATION, OR PROJECT IS PENDING BEFORE THE CITY.

PLEASE INITIAL RECOGNIZING YOUR AGREEMENT OF THE ABOVE REQUIREMENT: INITIALS: WD

ALL INVOICES FOR THE COSTS ASSOCIATED WITH THIS PROJECT SHOULD BE SENT TO:

PROJECT NAME OR ADDRESS: AutoZone of Winter Garden  
NAME: Wade Davis  
COMPANY: AutoZone Stores, Inc.  
MAILING ADDRESS: 123 S. Front Street, 3<sup>rd</sup> Floor  
Memphis TN 38103  
CITY STATE ZIP  
TELEPHONE: \_\_\_\_\_ EXT.: \_\_\_\_\_  
FACSIMILE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**PROPERTY OWNER AUTHORIZATION / SIGNATURE OF APPLICANT:**

I/WE HEREBY CERTIFY THAT I/WE ARE THE OWNER(S) OF THE REAL PROPERTY WHICH IS THE SUBJECT FOR THIS APPLICATION AND THAT THE FOREGOING INFORMATION ON THIS APPLICATION IS TRUE AND COMPLETE.

\_\_\_\_\_  
OWNER SIGNATURE DATE  
\_\_\_\_\_  
PRINT NAME

**NOTARIZATION:**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

20 \_\_\_\_\_, BY \_\_\_\_\_, AS \_\_\_\_\_

OF \_\_\_\_\_, WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED AS IDENTIFICATION.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

FOR OFFICE USE ONLY	
<input type="checkbox"/> LETTER <input type="checkbox"/> FEES <input type="checkbox"/> LEGAL ATTACHED <input type="checkbox"/> OWNERSHIP ATTACHED <input type="checkbox"/> POA OR POAA ATTACHED	DATE/RECEIVED BY STAMP



**PROPERTY OWNER AUTHORIZATION AFFIDAVIT**

**OWNER OF RECORD INFORMATION:**

BUSINESS NAME: Bori, George L.  
CONTACT NAME: George L. Bori  
MAILING ADDRESS: 1515 Blackwood Avenue  
CITY: Gotha STATE: FL ZIP: 34734  
PHONE: 407-877-7473 FACSIMILE: \_\_\_\_\_ CELLULAR: \_\_\_\_\_  
EMAIL: George@groundtek.com

**APPLICANT INFORMATION:**

BUSINESS NAME: CPH Engineers, Inc.  
CONTACT NAME: Joshua Lockhart, P.E.  
MAILING ADDRESS: 2216 Altamont Avenue  
CITY: Fort Myers STATE: FL ZIP: 33901  
PHONE: 23-332-5499 FACSIMILE: 239-332-2955 CELLULAR: \_\_\_\_\_  
EMAIL: jlockhart@cphengineers.com

**PROPERTY/SITE INFORMATION:**

PROJECT NAME: AutoZone of Winter Garden  
SITE ADDRESS: 1089 Walker Street

COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>331</u>
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>332</u>
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>360</u>
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>460</u>
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>470</u>

**NOTARIZATION:**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_  
I, George L. Bori BEING DULY SWORN DECLARE I AM THE OWNER OF THE PROPERTY  
(PRINT OWNER NAME)  
IDENTIFIED ABOVE AND HEREBY AUTHORIZE THE ABOVE STATED APPLICANT TO APPLY TO THE CITY OF WINTER GARDEN  
FOR A(N) Application for Appeal FOR SAID PROPERTY REGARDING AutoZone of Winter Garden – Variance(s)  
(PERMIT/APPLICATION TYPE) (PROJECT NAME)

\_\_\_\_\_  
PROPERTY OWNER'S SIGNATURE

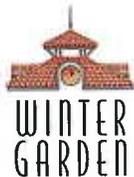
SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY \_\_\_\_\_, WHO DID NOT TAKE AN OATH.

- PERSONALLY KNOWN OR;
- PRODUCED IDENTIFICATION / TYPE OF ID PRODUCED \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE  
\_\_\_\_\_  
PRINT NAME  
MY COMMISSION EXPIRES: \_\_\_\_\_  
Notary Seal

**NOTE: A SEPARATE AFFIDAVIT IS REQUIRED FOR EACH OWNER.  
A SEPARATE AFFIDAVIT IS REQUIRED FOR EACH APPLICATION.  
EACH AFFIDAVIT MUST BE AN ORIGINAL WITH ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED.**





**PROPERTY OWNER AUTHORIZATION AFFIDAVIT**

**OWNER OF RECORD INFORMATION:**

BUSINESS NAME: Bori, Maria P.  
CONTACT NAME: George L. Bori  
MAILING ADDRESS: 1515 Blackwood Avenue  
CITY: Gotha STATE: FL ZIP: 34734  
PHONE: 407-877-7473 FACSIMILE: \_\_\_\_\_ CELLULAR: \_\_\_\_\_  
EMAIL: George@groundtek.com

**APPLICANT INFORMATION:**

BUSINESS NAME: CPH Engineers, Inc.  
CONTACT NAME: Joshua Lockhart, P.E.  
MAILING ADDRESS: 2216 Altamont Avenue  
CITY: Fort Myers STATE: FL ZIP: 33901  
PHONE: 23-332-5499 FACSIMILE: 239-332-2955 CELLULAR: \_\_\_\_\_  
EMAIL: jlockhart@cphengineers.com

**PROPERTY/SITE INFORMATION:**

PROJECT NAME: AutoZone of Winter Garden  
SITE ADDRESS: 1089 Walker Street

COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>331</u>
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>332</u>
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COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):	<u>23</u>	-	<u>22</u>	-	<u>27</u>	-	<u>8104</u>	-	<u>00</u>	-	<u>470</u>

**NOTARIZATION:**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I, Maria P. Bori BEING DULY SWORN DECLARE I AM THE OWNER OF THE PROPERTY  
(PRINT OWNER NAME)

IDENTIFIED ABOVE AND HEREBY AUTHORIZE THE ABOVE STATED APPLICANT TO APPLY TO THE CITY OF WINTER GARDEN

FOR A(N) Application for Appeal FOR SAID PROPERTY REGARDING AutoZone of Winter Garden – Variance(s)  
(PERMIT/APPLICATION TYPE) (PROJECT NAME)

\_\_\_\_\_  
PROPERTY OWNER'S SIGNATURE

SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY \_\_\_\_\_, WHO DID NOT TAKE AN OATH.

- PERSONALLY KNOWN OR;
- PRODUCED IDENTIFICATION / TYPE OF ID PRODUCED \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME Notary Seal

**NOTE: A SEPARATE AFFIDAVIT IS REQUIRED FOR EACH OWNER.  
A SEPARATE AFFIDAVIT IS REQUIRED FOR EACH APPLICATION.  
EACH AFFIDAVIT MUST BE AN ORIGINAL WITH ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED.**





**PROPERTY OWNER AUTHORIZATION AFFIDAVIT**

**OWNER OF RECORD INFORMATION:**

BUSINESS NAME: Bernese Irene Fleming  
CONTACT NAME: Bernese Fleming  
MAILING ADDRESS: 12515 Edge Hill Drive  
CITY: Groveland STATE: FL ZIP: 34736  
PHONE: \_\_\_\_\_ FACSIMILE: \_\_\_\_\_ CELLULAR: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**APPLICANT INFORMATION:**

BUSINESS NAME: CPH Engineers, Inc.  
CONTACT NAME: Joshua Lockhart, P.E.  
MAILING ADDRESS: 2216 Altamont Avenue  
CITY: Fort Myers STATE: FL ZIP: 33901  
PHONE: 23-332-5499 FACSIMILE: 239-332-2955 CELLULAR: \_\_\_\_\_  
EMAIL: jlockhart@cphengineers.com

**PROPERTY/SITE INFORMATION:**

PROJECT NAME: AutoZone of Winter Garden  
SITE ADDRESS: 1089 Walker Street  
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S): 23 - 22 - 27 - 8104 - 00 - 341

**NOTARIZATION:**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_  
I, Bernese Irene Fleming BEING DULY SWORN DECLARE I AM THE OWNER OF THE PROPERTY  
(PRINT OWNER NAME)  
IDENTIFIED ABOVE AND HEREBY AUTHORIZE THE ABOVE STATED APPLICANT TO APPLY TO THE CITY OF WINTER GARDEN  
FOR A(N) Application for Appeal FOR SAID PROPERTY REGARDING AutoZone of Winter Garden – Variance(s)  
(PERMIT/APPLICATION TYPE) (PROJECT NAME)

\_\_\_\_\_  
PROPERTY OWNER'S SIGNATURE

SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY \_\_\_\_\_, WHO DID NOT TAKE AN OATH.

- PERSONALLY KNOWN OR;
- PRODUCED IDENTIFICATION / TYPE OF ID PRODUCED \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE  
\_\_\_\_\_  
PRINT NAME

MY COMMISSION EXPIRES: \_\_\_\_\_  
  
Notary Seal

**NOTE: A SEPARATE AFFIDAVIT IS REQUIRED FOR EACH OWNER.  
A SEPARATE AFFIDAVIT IS REQUIRED FOR EACH APPLICATION.  
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**PROPERTY OWNER AUTHORIZATION AFFIDAVIT**

**OWNER OF RECORD INFORMATION:**

BUSINESS NAME: Stephens, Allen Lee  
CONTACT NAME: Allen Stephens  
MAILING ADDRESS: 12515 Edge Hill Drive  
CITY: Groveland STATE: FL ZIP: 34736  
PHONE: \_\_\_\_\_ FACSIMILE: \_\_\_\_\_ CELLULAR: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**APPLICANT INFORMATION:**

BUSINESS NAME: CPH Engineers, Inc.  
CONTACT NAME: Joshua Lockhart, P.E.  
MAILING ADDRESS: 2216 Altamont Avenue  
CITY: Fort Myers STATE: FL ZIP: 33901  
PHONE: 23-332-5499 FACSIMILE: 239-332-2955 CELLULAR: \_\_\_\_\_  
EMAIL: jlockhart@cphengineers.com

**PROPERTY/SITE INFORMATION:**

PROJECT NAME: AutoZone of Winter Garden  
SITE ADDRESS: 1089 Walker Street  
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S): 23 - 22 - 27 - 8104 - 00 - 341

**NOTARIZATION:**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I, Allen Lee Stephens BEING DULY SWORN DECLARE I AM THE OWNER OF THE PROPERTY  
(PRINT OWNER NAME)

IDENTIFIED ABOVE AND HEREBY AUTHORIZE THE ABOVE STATED APPLICANT TO APPLY TO THE CITY OF WINTER GARDEN  
FOR A(N) Application for Appeal FOR SAID PROPERTY REGARDING AutoZone of Winter Garden – Variance(s)  
(PERMIT/APPLICATION TYPE) (PROJECT NAME)

\_\_\_\_\_  
PROPERTY OWNER'S SIGNATURE

SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,

BY \_\_\_\_\_, WHO DID NOT TAKE AN OATH.

- PERSONALLY KNOWN OR;
- PRODUCED IDENTIFICATION / TYPE OF ID PRODUCED \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

Notary Seal

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### PROPERTY OWNER AUTHORIZATION AFFIDAVIT

#### OWNER OF RECORD INFORMATION:

BUSINESS NAME: Fowler, Queen Ella  
CONTACT NAME: Queen Fowler  
MAILING ADDRESS: 12515 Edge Hill Drive  
CITY: Groveland STATE: FL ZIP: 34736  
PHONE: \_\_\_\_\_ FACSIMILE: \_\_\_\_\_ CELLULAR: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

#### APPLICANT INFORMATION:

BUSINESS NAME: CPH Engineers, Inc.  
CONTACT NAME: Joshua Lockhart, P.E.  
MAILING ADDRESS: 2216 Altamont Avenue  
CITY: Fort Myers STATE: FL ZIP: 33901  
PHONE: 23-332-5499 FACSIMILE: 239-332-2955 CELLULAR: \_\_\_\_\_  
EMAIL: jlockhart@cphengineers.com

#### PROPERTY/SITE INFORMATION:

PROJECT NAME: AutoZone of Winter Garden  
SITE ADDRESS: 1089 Walker Street  
COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S): 23 - 22 - 27 - 8104 - 00 - 341

#### NOTARIZATION:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I, Queen Ella Fowler BEING DULY SWORN DECLARE I AM THE OWNER OF THE PROPERTY  
(PRINT OWNER NAME)

IDENTIFIED ABOVE AND HEREBY AUTHORIZE THE ABOVE STATED APPLICANT TO APPLY TO THE CITY OF WINTER GARDEN  
FOR A(N) Application for Appeal FOR SAID PROPERTY REGARDING AutoZone of Winter Garden - Variance(s)  
(PERMIT/APPLICATION TYPE) (PROJECT NAME)

\_\_\_\_\_  
PROPERTY OWNER'S SIGNATURE

SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY \_\_\_\_\_, WHO DID NOT TAKE AN OATH.

- PERSONALLY KNOWN OR;
- PRODUCED IDENTIFICATION / TYPE OF ID PRODUCED \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

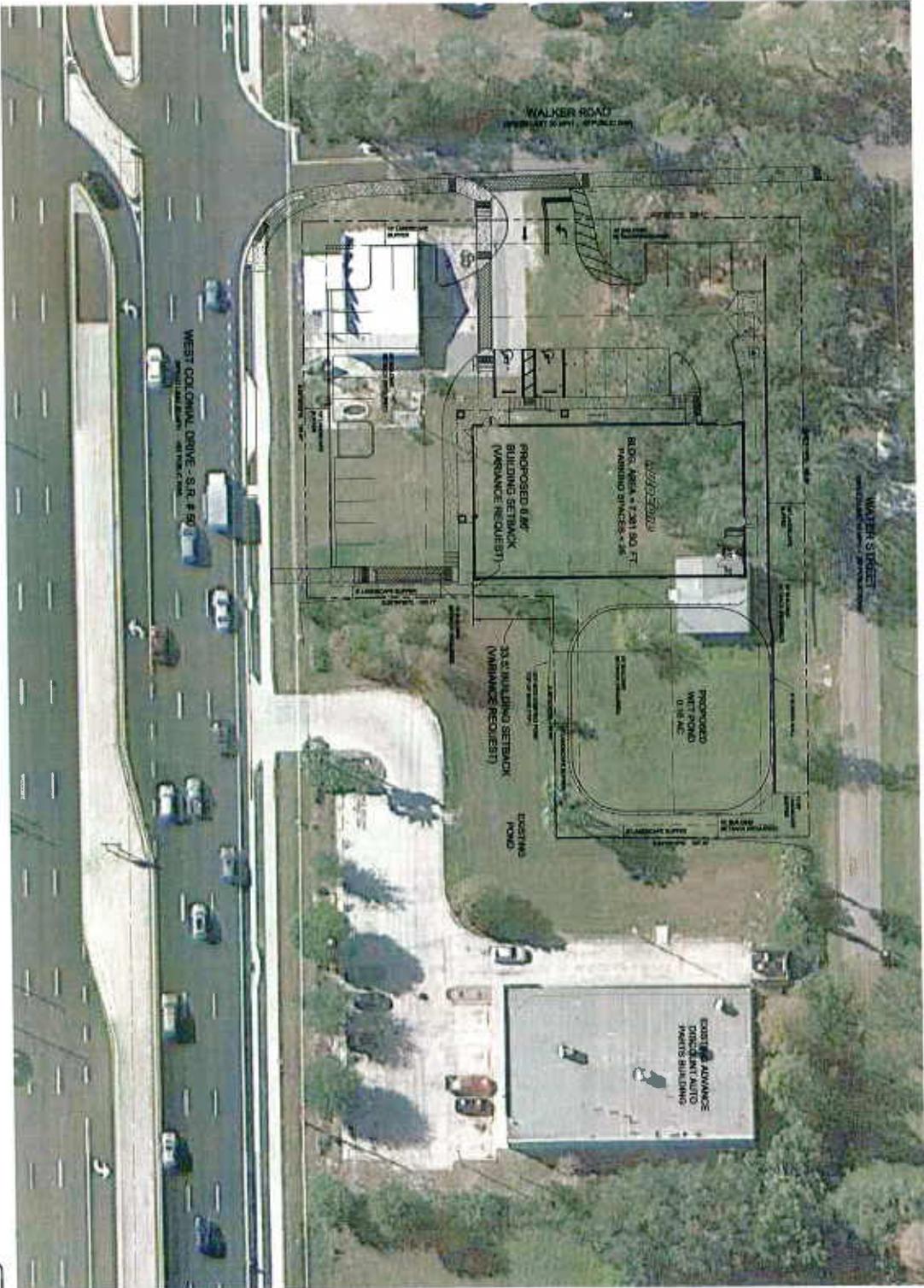
Notary Seal

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Community Development  
Planning & Zoning

FEB 14 2013

Received By: \_\_\_\_\_



Walker Street - 1089

APPEAL - VARIANCE

CPH Engineers, Inc. (Autozone)

23-22-27-8104-00-331;332;341;360;460;470



Project No. 44-102-001  
Project Name: AutoZone Store Development  
Project Address: 13822 W. Colonial Drive, Winter Garden, FL 34787  
Client: AutoZone Inc.



SCALE: 1" = 30'
REVISIONS
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Prepared for: **AutoZone Store Development**  
 State No.: 4936  
 13822 W. COLONIAL DRIVE  
 WINTER GARDEN, FL 34787  
**V.A.R. SITE PLAN W/ AERIAL IMAGE**

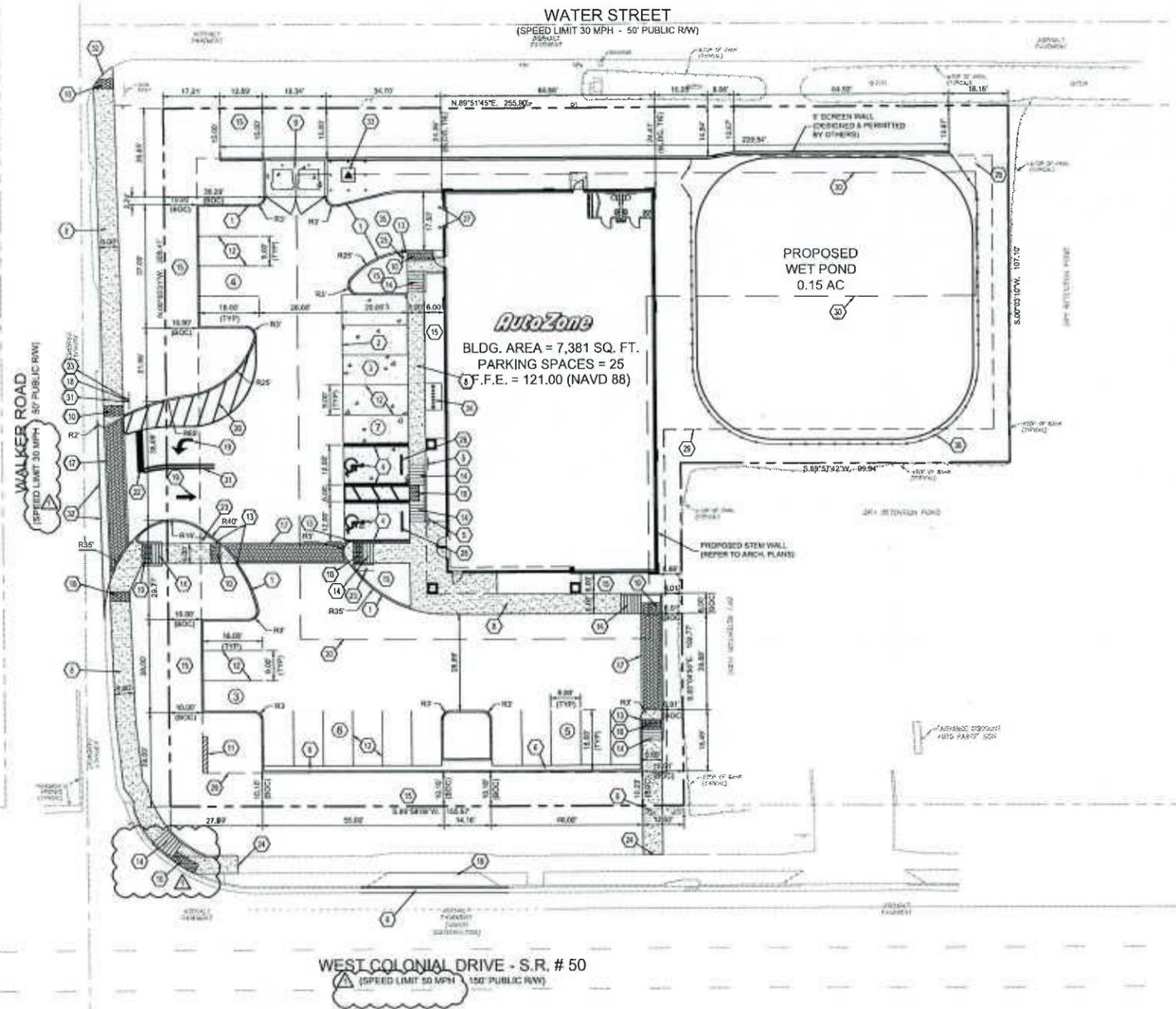
Owner: **AutoZone Inc.**  
 123 South Front Street, 3rd Floor  
 Memphis, Tennessee 38103  
 Tel: (901) 495-8709 Fax: (901) 495-8969  
 For Bidding & Contractor Information Contact:  
 F.W. Dodge Plan Room Tel: (615) 884-1017

**VAR-3**

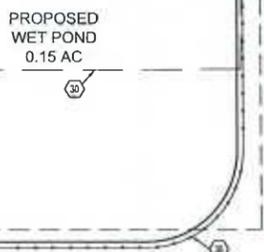


Walker Street - 1089  
**APPEAL - VARIANCE**  
CPH Engineers, Inc. (Autozone)  
23-22-27-8104-00-331;332;341;360;460;470

Community Development  
Planning & Zoning  
FEB 14 2019  
Received By



**AutoZone**  
 BLDG. AREA = 7,381 SQ. FT.  
 PARKING SPACES = 25  
 17,775 S.F.E. = 121.00 (NAVD 88)



**SITE DATA**

ZONING: C-2  
 PARCELS: 23-22-27-8104-00-302, 331, 332, 341, 360, 470  
 SITE ADDRESS: 13822 W. COLONIAL DRIVE, WINTER GARDEN, FLORIDA 32837  
 TOTAL SITE AREA: 43.334 S.F. (0.99 ACRES)  
 EXISTING USE: COMMERCIAL, RESIDENTIAL  
 PROPOSED BUILDING AREA: 7,381 S.F.

**ADJACENT LAND USES:**  
 NORTH: WATER STREET ROAD  
 SOUTH: WEST COLONIAL DRIVE ROAD  
 EAST: C-2 COMMERCIAL ROAD  
 WEST: WALKER STREET ROAD

**LANDSCAPE BUFFER:**

DIRECTION	EXISTING	PROPOSED
NORTH	10'	10'
SOUTH	10.10'	10.10'
EAST	9'	6.88'
WEST	10'	10'

**BUILDING SETBACKS:**

DIRECTION	REQUIRED	PROPOSED
NORTH	20'	24.30'
SOUTH	30'	68.30'
EAST	10'	6.88' (PERFORMANCE REQUIRED)
WEST	40'	61.16'

**LAND COVERAGE SUMMARY:**  
 PROPOSED IMPERVIOUS AREA: 23,290 S.F. (53.77%)  
 PROPOSED OPEN AREA: 10,033 S.F. (23.21%)  
 TOTAL: 43,323 S.F. (100%)

**REQUIRED MINIMUM OPEN SPACE: 35%**  
 FLOOR AREA RATIO: 2.88 S.F. / 10.11 S.F. = 28.48%  
 MAXIMUM FLOOR AREA RATIO: 3.30%

**PARKING REQUIREMENTS:**  
 1 STALL / 300 S.F. = 25 REQUIRED PARKED SPACES

**PARKING PROVIDED:**  
 HANDICAP SPACES: 2 SPACES @ 7' x 20.00'  
 REGULAR SPACES: 8 SPACES @ 8' x 20.00'  
 REGULAR SPACES: 18 SPACES @ 8' x 18.00'  
 TOTAL SPACES: 25 SPACES

**PAVEMENT SYMBOLS LEGEND:**

- PROPOSED CONCRETE PAVEMENT (CONTRACTOR TO PROVIDE ALTERNATE #8)
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK

**FLOOD ZONE:**  
 THIS SITE IS IN ZONE X, BASED ON FLOOD INSURANCE RATE MAP, COMMUNITY NO. 13095C0218F, SEPT. 25, 2009.

**NOTES:**  
 PER CITY COMMISSION AGENDA DATED MAY 10, 2012, AND ORDINANCES 10-30, 10-31 & 10-32, ACCESS TO THE SITE SHALL BE LIMITED TO A RIGHT IN LEFT OUT DRIVEWAY. NO ACCESS IS ALLOWED FROM WATER STREET.

A 6" HIGH MASONRY WALL AND A MINIMUM 10' LANDSCAPE BUFFER IS REQUIRED ALONG THE NORTH PROPERTY LINE.

**LEGEND (PROPOSED)**

- MSWLT @ 4' = SINGLE WHITE SOLID LINE / 4" WIDE @ 4'
- MSWLT = SINGLE WHITE SOLID LINE / 4" WIDE
- MSWLT @ 2' = DOUBLE YELLOW SOLID LINE / 4" WIDE
- TYP = TYPICAL
- HANDICAP RAMP 1:12 SLOPE (MAX)
- NUMBERS OF SPACES IN A ROW
- LAMP POLE - SEE DETAIL SHEET P111.0
- SOLID WHITE PAINTED TRAFFIC ARROW (SEE KEY NOTE 18 THIS SHEET)
- SOLID WHITE STOP BAR (SEE KEY NOTE 22 THIS SHEET)

- KEYNOTES**
- BUILDING & PAVING**
- CONCRETE CURB - SEE DETAIL 1 ACS.0
  - G.C. TO PROVIDE ALTERNATE BID FOR CONCRETE PAVING w/ EXPANSION AND CONTROL JOINTS. MAXIMUM SPACING FOR CONTROL JOINTS IS 12'-0" O.C. EACH WAY - SEE DETAIL 2, 23 & 23 ACS.0
  - ASPHALT PAVING - SEE DETAIL 3 ACS.0
  - HANDICAP PARKING AREA MUST BE IN ACCORDANCE WITH FOOT INDEX # 17345 - SEE DETAIL 7, 13 ACS.0
  - HANDICAP PARKING SIGN - SEE DETAIL 20 ACS.0
  - CONCRETE CURB & GUTTER SEE DETAIL 20 ACS.0
  - CONCRETE FLUME SEE DETAIL 24 ACS.0
  - CONCRETE SIDEWALK, 2% MAXIMUM CROSS SLOPE, 5% MAXIMUM LONGITUDINAL SLOPE - SEE DETAIL 21 & 25 ACS.0
  - DUMPSTER LAYOUT - SEE DETAIL 9, 10, 11 & 12 ACS.0
  - TRUNCATED DOMES TO BE OVERLAY PAD, 30" DEEP
  - 7' x 10' MONUMENT SIGN (UNDER SEPARATE PERMIT)
  - PROPOSED SWSL4'
  - PROPOSED NOSE DOWN CURB - SEE DETAIL 5 ACS.0
  - CONCRETE HANDICAP RAMP (MAXIMUM SLOPE 1:12 @ 33%) PER A.D.A. REQUIREMENTS AND FOOT INDEX # 204. MAXIMUM CROSS SLOPE 1:8 @ 30" W - SEE DETAIL 16 ACS.0
  - PROPOSED LANDSCAPE AREA
  - EXISTING DRIVEWAY TO BE CLOSED
  - PROPOSED CROSSWALK FOR CITY OF WINTER GARDEN DESIGN STANDARDS (MATCH PAVEMENT WITH FIBER CURE)
  - 8" STOP SIGN (811-0) SEE DETAIL 20 ACS.0
  - PAVEMENT MARKINGS - SEE DETAIL 24 ACS.0
  - SWSL4' SPACED AT 2' O.C. @ 45' BOUND BY SWSL4'
  - PROPOSED SWSL 1/4" (SLOPE TO BE EXTENDED FROM THE STOP BAR)
  - 24" WIDE WHITE THERMOPLASTIC STOP BAR ON PAVEMENT PER FOOT INDEX #1108
  - PEDESTRIAN CROSSING SIGN - SEE DETAIL 6 ACS.0
  - MATCH EXISTING SIDEWALK
  - NO PARKING / LOADING ZONE SIGN - SEE DETAIL 4 ACS.0
  - LOADING ZONE STRIPING, SWSL4' SPACED AT 2' O.C. @ 45' BOUND BY SWSL4'
  - RIFE GUARD @ ROLL-UP DOOR - SEE DETAIL 17 & 18 ACS.0
  - WHEEL STOP - SEE DETAIL 19 ACS.0
  - LANDSCAPE BUFFER
  - BUILDING SETBACK
  - NO RIGHT TURN SIGN (811-1) - SEE DETAIL 31 ACS.0
  - SEALTY SAW-CUT AND CONSTRUCT BROADWAY TRANSVERSE TO MATCH EXISTING CURB/PAVEMENT
  - TRANSFORMER PAD WITH BOLLARDS
  - BIKE RACK - SEE DETAIL 30 ACS.0
  - PROPOSED LOADING AREA
  - PROPOSED 4' CHAIN LINK FENCE

- GENERAL NOTES:**
- PROPERTY LINE AND RIGHT-OF-WAY MONUMENTS SHALL NOT BE DISTURBED BY CONSTRUCTION. IF DISTURBED, THEY SHALL BE RESET TO THEIR ORIGINAL LOCATIONS AT THE CONTRACTOR'S EXPENSE BY A REGISTERED LAND SURVEYOR.
  - PROOF ROLL BUILDING AND ALL PARKING AREAS. NOTIFY AUTOZONE INC. OF ANY UNRECOVERABLE AREAS.
  - BUILDING DIMENSIONS SHOWN ON THE CIVIL ENGINEERING PLANS ARE FOR REFERENCE PURPOSES ONLY. CONTRACTOR SHALL USE THE ARCHITECTURAL AND STRUCTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
  - ALL SITE DIMENSIONS ARE REFERENCED TO THE FACE OF CURBS UNLESS OTHERWISE NOTED.
  - ALL SIDEWALKS, CURB AND GUTTER, STREET PARKING, CURB CUTS, DRIVEWAY APPROACHES, HANDICAP RAMPS, ETC. CONSTRUCTION UNLESS THE PROPERTY LINE IN THE RIGHT-OF-WAY SHALL CONFORM TO ALL CITY OF WINTER GARDEN AND FOOT SPECIFICATIONS AND REQUIREMENTS.
  - ALL DISTURBANCES INCURRED TO ANY ADJOINING PROPERTY DUE TO CONSTRUCTION OR DEMOLITION SHALL BE RESTORED TO THE PREVIOUS CONDITION OR BETTER, AND TO THE SATISFACTION OF THE CITY OF WINTER GARDEN AND FOOT.
  - THE CONTRACTOR SHALL PROVIDE AS-BUILT RECORDS OF ALL CONSTRUCTION INCLUDING UNDERGROUND UTILITIES TO AUTOZONE INC. AT THE END OF CONSTRUCTION.

Walker Street - 1089  
**APPEAL - VARIANCE**  
 CPH Engineers, Inc. (Autozone)  
 23-22-27-8104-00-331;332;341;360;460;470

**Community Development  
 Planning & Zoning**

FEB 14 2013

Received By: \_\_\_\_\_

Engineers: CPH No. 3219  
 Architects: CPH No. A4188810  
 Surveyors: CPH No. 148740  
 Landscape Arch.: CPH No. C00002790  
 Planners: CPH No. C00002790

Environmental Scientists  
 Construction Management  
 Traffic/Transportation

CPH JOB NUMBER: A20114

Engineers  
 Planners  
 Landscape Architects  
 Surveyors  
 Construction Management

to www.cphengineers.com  
 3219 Alhambra Avenue, East Moline, IL 61240  
 Phone: 309.335.3499 Fax: 309.335.2942

Prepared for: **AutoZone Store Development**  
 Store No.: 4938

13822 W. COLONIAL DRIVE  
 WINTER GARDEN, FL. 34787

**SITE PLAN**

SCALE: 1" = 20'

REVISIONS

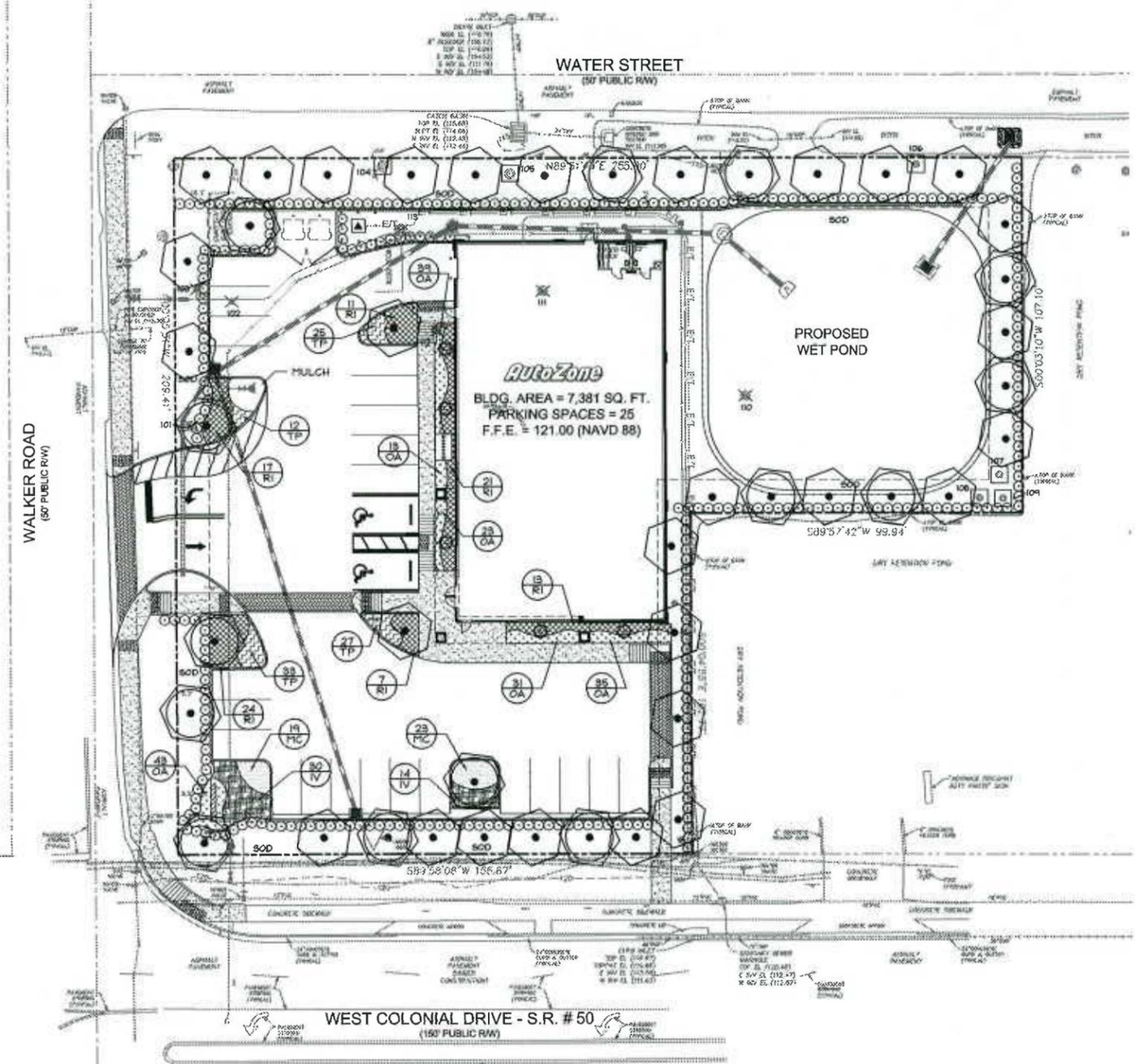
1.	PER FOOT COMMENTS
2.	
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ARCHITECT: GC  
 DRAFTSMAN: RKR  
 CHECKED BY: JDL

DATE: DECEMBER 2012  
 PROJECT NO. 888

**C2.0**

Client / Consultant:  
**AutoZone Inc.**  
 123 South Front Street, 3rd Floor  
 Memphis, Tennessee 38103  
 Tel: (901) 495-8709 Fax: (901) 495-8969  
 For Bidding & Contractor Information Contact:  
 F.W. Dodge Plan Room Tel: (615) 884-1017



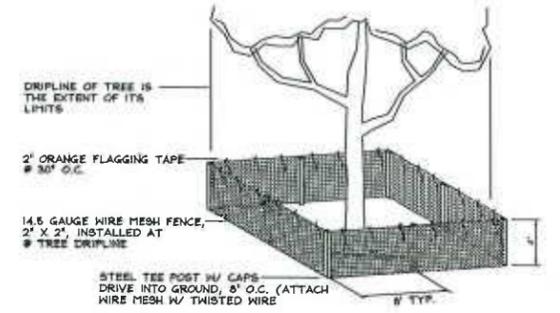
### PLANT LIST

SYM.	COMMON NAME	BOTANICAL NAME	DESCRIPTION	QTY
<b>TREES</b>				
LI	GRAPE MYRTLE	LAGERSTROEMIA INDICA	30 GAL., 2' CAL., M.T., 11' MIN. HT.	24
TD	BAUD CYPRRESS	TAXODIUM DISTICHUM	65 GAL., 4' CAL., 14' MIN. HT.	4
<b>HEDGES / ACCENT</b>				
VO	SHEET VIBURNUM	VIBURNUM ODORATISSIMUM	3 GAL., 36" MIN. HT., 36" O.C.	306
CH	EUROPEAN FAN PALM	CHAMAEROPS HUMILIS	7 GAL., 24" MIN. HT., 24" SPRD.	6
<b>SHRUBS / GROUND COVER</b>				
IV	DWARF YALPON HOLLY	ILEX VOMITORIA 'NANA'	3 GAL., 12" MIN. HT., 12" SPRD., 30" O.C.	44
OA	AZTEC GRASS	OPHIPOGON 'ARGENTOMARGINATUS'	1 GAL., FULL, 18" O.C.	184
RI	INDIAN HAWTHORN	RHAMNOLAPIS INDICA	3 GAL., 12" MIN. HT., 12" SPRD., 36" O.C.	42
MC	MAJLY GRASS	MALINBERGIA CAPILLARIS	3 GAL., FULL, 24" O.C.	93
TP	PURPLE QUEEN	TRADESCANTIA PALLIDA	1 GAL., FULL, 18" O.C.	97
BAHIA	ARGENTINE BANIA SOO	PASPALUM NOTATUM 'ARGENTINE'	SOLID SOO, CONTRACTOR TO VERIFY QTY.	

**NOTE:**  
 PLANT DESCRIPTIONS ARE FOR MINIMUM ACCEPTABLE SPECIFICATIONS. ALL CRITERIA LISTED FOR CONTAINER SIZE, CALIPER, HEIGHT, SPREAD, ETC. MUST BE MET FOR PLANT MATERIAL ACCEPTANCE. FOR EXAMPLE, IF A THREE GALLON SHRUB DOES NOT MEET THE HEIGHT OR SPREAD SPECIFICATION, IT WILL NOT BE ACCEPTED.  
 IF SPECIFIED PLANTS ARE UNAVAILABLE AT TIME OF CONSTRUCTION, CONTRACTOR MAY REPLACE SPECIFIED PLANTS WITH PLANTS APPROVED BY LANDSCAPE ARCHITECT AND CITY STAFF.  
 ALL OPEN SPACE AREAS WITHIN THE PROPERTY SHALL BE SODED UNLESS PAVED, SEEDED AND MULCHED OR PLANTED WITH SHRUBS AND GROUND COVER.  
 ALL LANDSCAPED AREAS WILL BE 100% IRRIGATED WITH A CENTRAL AUTOMATIC IRRIGATION SYSTEM INCLUDING A RAIN SENSOR.

### TREE RETENTION / REMOVAL

TREE NO.	SIZE	SPECIES	REMOVED
101	24"	LIVE OAK	YES
102	7"	BIRCH	YES
103	14"	CEDAR	YES
104	27"	LIVE OAK	NO
105	27"	LIVE OAK	NO
106	11"	LIVE OAK	NO
107	13"	PALM	NO
108	12"	PALM	NO
109	13"	PALM	NO
110	16"	MYRTLE	YES
111	16"	ELM	YES
112	51"	LIVE OAK	YES
113	45"	LIVE OAK	YES
114	8"	PINE	YES



**TREE PROTECTION DETAIL**  
N.T.S.

### TREE PROTECTION NOTES:

- Four (4) foot high solid orange construction fencing shall be installed encompassing the drip line of each tree. When surveyed fencing shall be moved to the edge of the tree protection area (TPA) as indicated on plans and be maintained through completion of construction.
- Where the TPA occurs within 10 feet of the tree trunk, a trenching device shall be used to sever tree roots. Root raking shall not occur before roots have been clearly severed.
- All equipment and/or materials are prohibited within the TPA, including but not limited to cement, asphalt, chemicals, fuel or equipment servicing.
- Grade changes shall not occur within the TPA. No fill shall be added, removed or stored within the TPA with exception of prescribed potting soil (see item 10).
- Brush and weeds occurring within the TPA shall be cleared by hand or utilizing only the mower of a light wheeled farm tractor (less than 60 hp). During such activities soil profiles shall not be disturbed.
- Root-tilling, disk, root raking or other clearing methods that disturb the soil profile are expressly prohibited.
- Utility lines and/or irrigation lines shall not occur within the TPA.
- Soiled trees shall be pruned to remove dead and damaged wood, correct structural defects and to provide access and visibility.
- Pruning shall be completed under direct observation by the Designated Forester of CPH Engineers, Inc. or owner designated ISA certified arborist and be accomplished by an arborist with five years or more experience pruning live oaks to ISA standards. Arborist must obtain approval from the owner prior to commencement of pruning activities. Two week advance notification is required.
- Landscaping within TPA shall not disturb existing soil profiles. Eight inches of potting soil shall be imported and evenly spread to provide a planting medium within TPA.

### REQUIRED TREE INCH REPLACEMENT

TWO FOR ONE BASIS IS REQUIRED	326
INCHES REMOVED	184
INCHES PROVIDED	212

**Community Development  
 Planning & Zoning**  
  
**FEB 14 2013**  
 Received By: \_\_\_\_\_

ZONING PERIMETER BUFFER	NORTH (1)		SOUTH (1)		EAST (2)		EAST (2)		EAST (2)		WEST (1)		VUA		
	WIDTH	LENGTH	WIDTH	LENGTH	WIDTH	LENGTH	WIDTH	LENGTH	WIDTH	LENGTH	WIDTH	LENGTH			
	10'	355'	10'	145.67'	10'	101'	10'	93.94'	10'	102.11'	10'	365.75'			
<b>BUFFER TREES</b>	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	TOTAL REQUIRED	TOTAL PROVIDED	
SHADE TREES	4	2	2	3	2	2	2	2	2	0	2	4	1	16	
UNDERSTORY EXISTING	0	10	5	5	3	3	3	3	3	4	5	2	1	21	
PROVIDED TREE COUNTS MAY INCLUDE EXISTING TREES													<b>TOTAL TREES</b>	41	45
<b>BUFFER SHRUBS</b>	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	TOTAL REQUIRED	TOTAL PROVIDED	
SHRUBS	84	84	35	35	34	34	34	34	43	43	55	55	291	291	
													<b>TOTAL SHRUBS</b>	291	291

1 SHADE TREE PER 10 LINEAR FEET + 1 SMALL TREE PER 100 LINEAR FEET + (33) THREE GALLON PLANTS, PER 100 LINEAR FEET A CONTINUOUS HEDGE AT LEAST 36 INCHES HIGH AT TIME OF PLANTING TO CREATE A CONTINUOUS LANDSCAPE SCREEN WITH A 90 PERCENT OPACITY WITHIN ONE YEAR OF PLANTING.  
 2 SHADE TREES PER 100 LINEAR FEET + 3 SMALL TREES PER 100 LINEAR FEET + (33) THREE GALLON PLANTS PER 100 LINEAR FEET, 24" MINIMUM AT INSTALLATION TO CREATE 36"-42" HIGH BY 36" WIDE HEDGE OR CONTINUOUS LANDSCAPE SCREEN WITH 90% OPACITY WITHIN ONE YEAR OF PLANTING.  
 DUE TO NARROW ROW/BUFFERS, TREE TOTALS PER BUFFER HAVE BEEN ADJUSTED BUT ARE MET FOR THE OVERALL SITE

Owner / Developer:  
**AutoZone Inc.**  
 123 South Front Street, 3rd Floor  
 Memphis, Tennessee 38103  
 Tel: (901) 495-8709 Fax: (901) 495-8969  
 For Bidding & Contractor Information Contact:  
 F.W. Dodge Plan Room: Tel: (615) 884-1017

Prepared for:  
**AutoZone Store Development**  
 Store No.: 4938  
 13822 W. COLONIAL DRIVE  
 WINTER GARDEN, FL. 34787



SCALE: 1" = 20'

REVISIONS	
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ARCHITECT: GJP  
 DRAFTSMAN: TNL  
 CHECKED BY: GJP  
 DATE: JANUARY 2013  
 PROTOTYPE SET

**L-1**

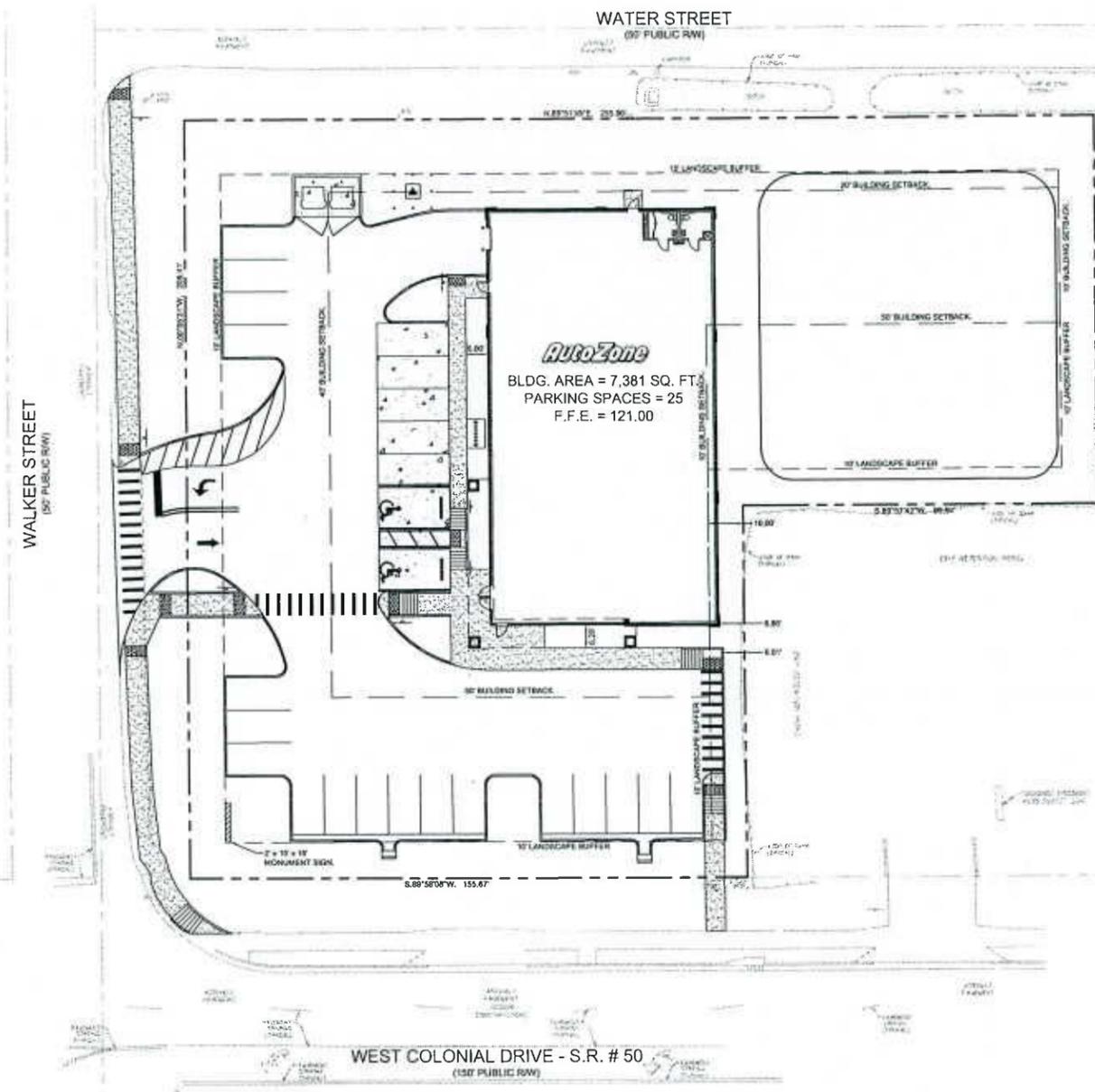
**Walker Street - 1089  
 APPEAL - VARIANCE**  
 CPH Engineers, Inc. (Autozone)  
 23-22-27-8104-00-331;332;341;360;460;470

BEFORE YOU BUILD  
 CALL FLORIDA STATE ONE CALL OF FLORIDA  
 1-800-368-8888  
 24 HOURS A DAY

**CPH** Engineers  
 Planners  
 Landscape Architects  
 Surveyors  
 Construction Management

10100 C.P.H. ENGINEERS, INC.  
 2100 Alford Avenue, Fort Myers, FL 33901  
 Phone: 239.332.5490 Fax: 239.332.2950  
 H JOB NUMBER: A20114

# EXHIBIT "1"



ZONING: R-2 & C-2  
 PARCELS: 23-22-27-8104-00-300  
 23-22-27-8104-00-341  
 23-22-27-8104-00-371  
 23-22-27-8104-00-392  
 23-22-27-8104-00-413  
 23-22-27-8104-00-484

SITE ADDRESS: 1089 W. COLONIAL DRIVE, WINTER GARDEN, FLORIDA 32787  
 TOTAL SITE AREA: 43,334 S.F. (1.00 ACRES)  
 EXISTING USE: COMMERCIAL/RESIDENTIAL  
 PROPOSED BUILDING AREA: 7,381 S.F.

**ADJACENT LAND USES:**

DIRECTION	ADJACENT LAND USE	EXISTING LAND USE
NORTH	WALKER STREET	ROAD
SOUTH	COLONIAL DRIVE	ROAD
EAST	C-2	COMMERCIAL
WEST	WALKER STREET	ROAD

**LANDSCAPE BUFFER:**

DIRECTION	REQUIRED	PROPOSED
NORTH	15'	15'
SOUTH	15'	15'
EAST	15'	15' (VARIANCE REQUIRED)
WEST	15'	15'

**BUILDING SETBACKS:**

DIRECTION	REQUIRED	PROPOSED
NORTH	20'	24.30'
SOUTH	50'	83.28'
EAST	10'	8.88' (VARIANCE REQUIRED)
WEST	40'	84.18'

**SOILS:**  
 POMPANO FINE SAND  
 UNDESIRABLE LAND COMPLEX

**LAND COVERAGE SUMMARY:**  
 PROPOSED IMPERVIOUS AREAS: 23,343 S.F. (53.81%)  
 PROPOSED OPEN AREAS: 20,000 S.F. (46.19%)  
 TOTAL: 43,343 S.F. (100%)

**FLOOR AREA RATIO:** 7,381 S.F. ÷ 43,334 S.F. = 0.170

- LEGEND (PROPOSED)**
- DRW: DOUBLE WHITE SOLID LINE 1/4" WIDE
  - SWOL: SINGLE WHITE SOLID LINE 1/4" WIDE @ 45°
  - SWOL: SINGLE WHITE SOLID LINE 1/4" WIDE
  - DYSL: DOUBLE YELLOW SOLID LINE 1/4" WIDE
  - TYP: TYPICAL
  - H: HANDBICAP RAMP 1:12 SLOPE (MAX)
  - N: NUMBERS OF SPACES IN A ROW
  - CP: LAMP POLE - SEE DETAIL SHEET PH1.2
  - : SOLID WHITE PAINTED TRAFFIC ARROW (SEE KEY NOTE 22 THIS SHEET)
  - : SOLID WHITE STOP BAR (SEE KEY NOTE 23 THIS SHEET)

**Community Development  
 Planning & Zoning**  
  
 NOV 20 2012  
 Received By: \_\_\_\_\_

Walker Street - 1089  
**VARIANCE**  
 CPH Engineers, Inc. (Autozone)  
 23-22-27-8104-00-331;332;341; 360;460;470

Engineers: C.D.A. No. 5210  
 Architects: S.E. No. A12000010  
 Surveyors: S.E. No. 7343  
 Landscape Arch.: S.E. No. 12000281  
 Planners:  
 Environmental Scientists  
 Construction Management  
 Traffic/Transportation

**CPH** Engineers  
 Planners  
 Landscape Architects  
 Surveyors  
 Construction Management  
 www.cphengineers.com  
 1070 Alford Avenue Fort Myers, FL 33901  
 Phone: 239.337.8888 Fax: 239.337.2862



SCALE: 1" = 20'

**REVISIONS**

1.
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ARCHITECT: GC  
 DRAFTSMAN: SMP  
 CHECKED BY: JDL

DATE: SEPTEMBER 2012

PROTOTYPE SIZE  
**C2.0**

Prepared for: **AutoZone Store Development**  
 Store No.: 4938

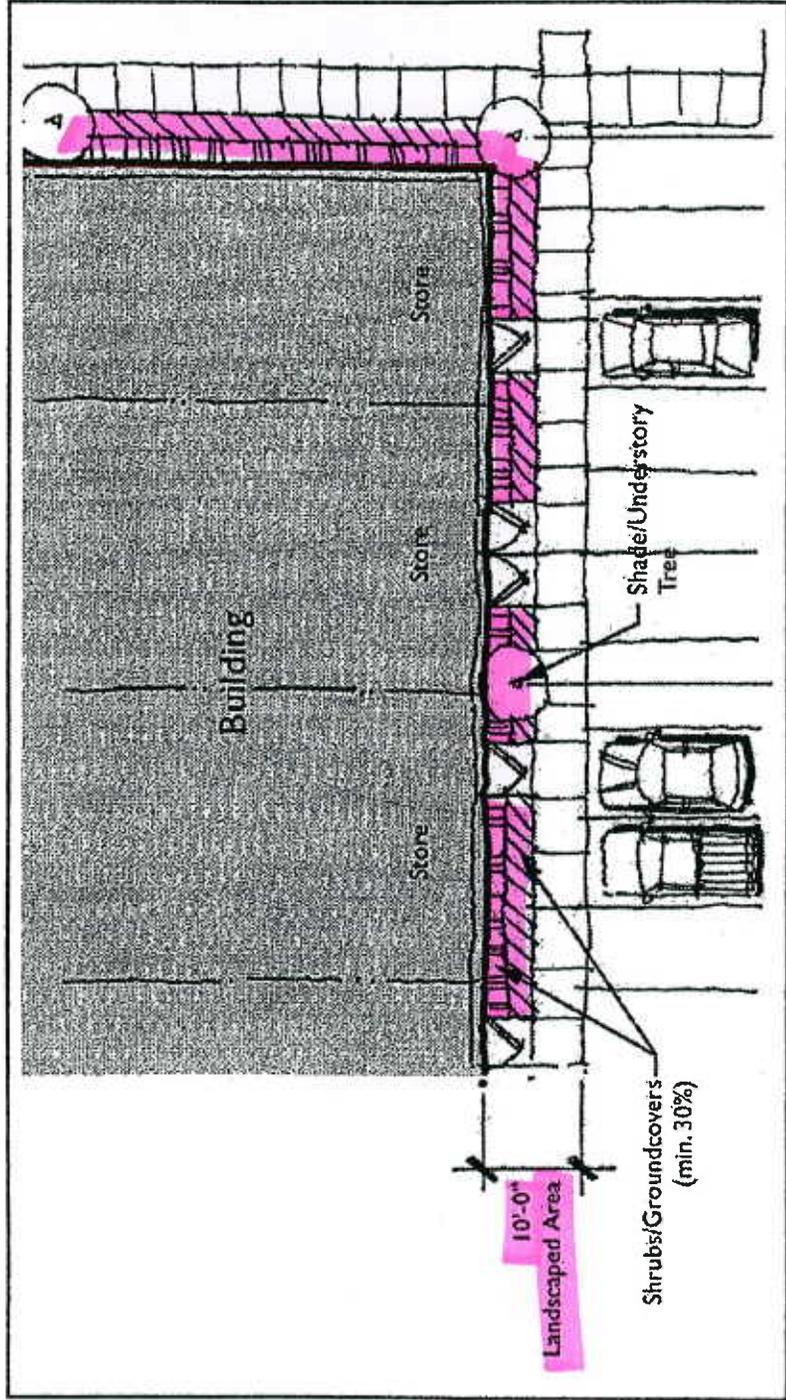
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 F.W. Dodge Plan Room Tel: (615) 884-1017

**SITE PLAN**

ZONING

§ 118-1522

EXHIBIT "2"



Multiple-Tenant Building Open Areas

(2) An average of one canopy tree shall be located for every 50 linear feet of building

c. The required 60 percent landscape coverage shall be in at-grade or raised

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

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

**Via:** City Manager Mike Bollhoefer

**Date:** February 20, 2013                      **Meeting Date:** February 28, 2013

**Subject:** **Ordinance 13-12**

**Issue:** Amending Article III, Division 4 and 5 of Chapter 110 of the Code of Ordinances of the City of Winter Garden.

**Discussion:** An Ordinance of the City Commission of the City of Winter Garden, Florida amending Article III, Division 4 and 5 of Chapter 110 of the Code of Ordinance of the City of Winter Garden concerning Final Plat procedures and requirements, and HOA and Community infrastructure; Responsibility.

**Recommended Action:**

Staff recommends approval of Ordinance 13-12 with the second reading scheduled for March 14, 2013.

**Attachment(s)/References:**

Ordinance 13-12

**ORDINANCE 13-12**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING ARTICLE III, DIVISION 4 AND 5 OF CHAPTER 110 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN CONCERNING FINAL PLAT PROCEDURES AND REQUIREMENTS, AND HOA AND COMMUNITY SUBDIVISION INFRASTRUCTURE; RESPONSIBILITY; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission desires to amend the final plat approval procedures and requirements of Chapter 110, City of Winter Garden Code of Ordinances to, among other things, more specifically address a subdivision developer’s funding and maintenance responsibilities for community subdivision infrastructure prior to turnover of the subdivision homeowners’ association and to provide more specific requirements for performance and maintenance guarantees; and

**WHEREAS**, the City Commission finds it to be in the best interest of the public health, safety and welfare to revise the final plat approval procedures and requirements of Chapter 110, City of Winter Garden Code of Ordinances in the manner specified in this Ordinance.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA, AS FOLLOWS:**

**Section 1:** **Authority.** The City of Winter Garden has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

**Section 2:** **Adoption.** Article III, Division 4 and 5 of Chapter 110 of the City of Winter Garden Code is amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

**DIVISION 4. - FINAL PLAT**

Sec. 110-151. - Procedure for approval.

(a) The final subdivision plat shall conform substantially to the preliminary plat as approved, and, if desired by the subdivider, it may constitute only that portion of the approved preliminary plat which he proposes to record and develop at the time, provided that such portion conforms to all requirements of this chapter. Provided, however, that the ~~planning and zoning board~~ or city commission may authorize minor adjustments to street and alley alignments, length, and lot lines where the ~~planning and zoning board~~ or city commission determines such adjustments are consistent with the intent and general layout of the approved preliminary plat. Where the final plat deviates from the approved preliminary plat to the extent that the ~~planning and zoning board~~ or city commission find such deviation to be significant and not consistent with the intent and general layout of the approved preliminary plat, such final plat shall not be approved until it reflects the originally approved preliminary plat, or a new preliminary plat has been approved in accordance with the preliminary plat provisions of this article.

(b) After obtaining conditional approval of the preliminary plat, six copies of the final plat and supplementary material specified in this chapter shall be submitted to the Community Development Director ~~city planner~~, along with an application for final plat approval, for review by the city surveyor, city attorney, and Development Review Committee (DRC).

(c) Following a review by the city surveyor, city attorney and staff DRC of the application, final plat and other materials submitted for conformity to this chapter and such other requirements of the code or law as may be applicable, the negotiations with the subdivider on changes deemed advisable and the kind and extent of improvements to be made by the subdivider, the completion of all necessary actions by the subdivider as may be required by the code or applicable law and after the subdivider has addressed the ~~city staff's~~ city surveyor's, city attorney's and DRC's comments, and provided any requested additional information or materials, the ~~city planner~~ Community Development Director shall place the subdivider's request for final plat approval, as submitted or as modified, on the next available ~~planning and zoning board~~ city commission agenda. ~~Thereafter, the planning and zoning board shall express its approval and shall state the conditions, if any, of such approval, or, if disapproved, shall express its disapproval and its reasons therefor.~~

(d) ~~After the planning and zoning board has approved the final plat, it shall transmit it to the~~ Thereafter, the city commission shall consider the final plat for final approval by the city, or for such other and take such action as the city commission deems appropriate, which may include approval, approval with conditions, or denial.

(e) Subject to approval of city commission and any conditions imposed thereby, the city attorney shall cause to be recorded in the public records of Orange County, Florida, the final plat and such other documents as may be required, at the expense of the subdivider.

(f) Notwithstanding anything to the contrary, the city commission shall not approve a final plat of any subdivision unless the subdivision improvements required by these regulations have been installed in accordance with the standards and specifications of the code and the appropriate officials and agencies and their approval has been certified to city or a surety bond or irrevocable letter of credit has been furnished in favor of and acceptable to the city in the amount of one hundred twenty percent of the contract cost of the required subdivision improvements to be completed.

(g) At no time prior to the final plat approval by the city commission and recording the final plat in the public records shall an owner of real property convey a portion of any lot, parcel or tract of land, unless such owner has otherwise received proper lot split or subdivision approval from the city creating a separate legal lot, parcel or tract. It is not a violation of this subsection to convey a partial undivided interest in an overall parent lot, parcel, or tract, such that there are multiple owners of the overall parent lot, parcel or tract. In addition to any other rights and remedies under the code, at law and in equity the city may have for a violation of this subsection, the city shall have the right to not process, withhold and revoke any and all certificates of occupancy, building permits and development orders concerning any unauthorized lot split or subdivision, including for the unauthorized lot, parcel or tract created and the parent lot, parcel or tract for which the unauthorized lot, parcel or tract was created.

Sec. 110-152. - Final plats; application, supplementary materials, documentation, contents and data required for final approval.

The final plat, application, and other materials required by subparagraphs (b) and (c) of section 110-151 shall, where applicable, at a minimum, comply with and include the following:

(1) Unless otherwise provided for in this article, the final subdivision plat shall comply with the requirements of F.S. Ch. 177, as may be amended from time to time. The final subdivision plat shall be drawn in ink on tracing cloth on sheets as required for filing for record in the county and shall be at a scale of 100 feet to one inch or larger. Where more than one sheet must be used to accurately portray the lands subdivided, an index or key map must be included and each sheet must show the particular number of that sheet and the total number of sheets included, as well as clearly labeled matchlines to show where other sheets match or adjoin. For large subdivisions the final plat may be submitted for approval progressively in contiguous sections satisfactory to the planning and zoning board. In addition to the requirements of F.S. Ch. 177, referenced above, the final plat shall show, depict, or otherwise provide for the following:

- a. Primary control points, approved by the city engineer, or descriptions and ties to such control points, to which all dimensions, angles, bearings, and similar data on the plat shall be referred.
- b. Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, and property lines of residential lots and other sites, with accurate dimensions, bearing or deflection angles; and radii, arcs and central angles of all curves.
- c. As applicable, the exact location, dimensions, name, identification, purpose, and description of public streets, private roadways, public and private alleys, rights-of-way, waterways, tracts, common areas, parks, public and private areas, playgrounds or other similar uses, reservations, easements or rights-of-way, blocks, lots and significant sites within the subdivision, with accurate dimensions, bearing or deflecting angles and radii, area and central angles, chord bearing and distance, tangent distance and length of all curves where appropriate. All interior excepted parcels as described in the description of the lands being subdivided shall be clearly indicated and labeled "Not a part of this plat."

d. Location, dimensions and purpose of any proposed easements and existing easements identified in the title opinion or certification required by this article below shall be shown on the plat or in the notes or legend, and their intended use shall be clearly stated. Where easements are not coincident with property lines, they must be labeled with bearings and distances tied to the principal lot, tract, or right-of-way.

e. Number to identify each lot or site. All lots shall be numbered either by progressive numbers or, if in blocks, progressively numbered in each block, and the blocks progressively numbered or lettered, except that blocks in numbered additions bearing the same name may be numbered consecutively throughout the several additions.

f. Purpose for which sites, other than residential lots, are dedicated or reserved.

g. Reserved.

h. Location and description of monuments.

i. Reserved.

j. All contiguous properties shall be identified by subdivision title, plat book, and page, and date of recording, or, if unplatted, land shall be so designated. If the subdivision platted is a part or the whole of a previously recorded subdivision, sufficient ties shall be shown to controlling lines appearing on the earlier plat to permit an overlay to be made; the fact of its being a replat shall be stated as a subtitle under the name of the plat on each sheet included. The subtitle must state the name of the subdivision being replatted and the appropriate recording reference.

k. Every plat offered for recording must be prepared by a Florida registered professional surveyor and mapper. The plat must be signed and sealed by that professional surveyor and mapper, who must state on the plat that the plat was prepared under his or her direction and supervision and that the plat complies with all of the survey requirements of F.S. Pt. I of Ch. 177, and Chapter 110 of the Winter Garden Code of Ordinances. Every plat must also contain the printed name and registration number of the professional surveyor and mapper directly below the statement required by this paragraph, along with the printed name, address, and certificate of authorization number of the legal entity, if any. A professional surveyor and mapper practicing independently of a legal entity must include his or her address.

l. Dedication of the plat to the public and the city for the uses and purposes stated thereon including in the plat notes by the owner or owners of record of lands to be subdivided. The dedication must be executed by all persons, corporations, or entities whose signature would be required to convey the record fee simple title to the lands being dedicated in the same manner in which deeds are required to be executed. All mortgagees having a record interest in the lands subdivided shall execute, in the same manner in which deeds are required to be executed, either the dedication contained on the plat or a separate instrument joining in, consenting to, and ratifying the plat and all dedications and reservations thereon.

m. Each plat shall show a description of the lands subdivided, and the description shall be the same in the title certification. The description must be so complete that from it, without reference to the plat, the starting point and boundary can be determined.

n. In all cases, the letter size and scale used shall be of sufficient size to show all detail. The scale shall be both stated and graphically illustrated by a graphic scale drawn on every sheet showing any portion of the lands subdivided. The name of the plat shall be shown in bold legible letters, as stated in F.S. § 177.051. The name of the subdivision shall be shown on each sheet included. The name of the professional surveyor and mapper or legal entity, along with the street and mailing address and phone number, must be shown on each sheet included. A prominent "north arrow" shall be drawn on every sheet included showing any portion of the lands subdivided. The bearings or azimuth reference shall be clearly stated on the face of the plat in the notes or legend, and, in all cases, the bearings used shall be referenced to some well established and monumented line. The date of preparation shall be provided on the face of the plat.

o. When a subdivision provides screening walls, landscaping, sidewalks, or other amenities within the public right-of-way and such is acceptable to the city in the city's sole discretion, a license agreement shall be required between the city, the developer and/or the homeowners association and such license agreement shall be referenced on the plat. Such license agreement shall be reviewed by the city as part of the preliminary plat process. Unless otherwise provided for in the license agreement, the developer and the HOA, jointly and severally, shall be responsible for the maintenance and repair of any such amenities constructed in the public right-of-way, and in no event shall the city be prohibited from removing such amenities within the public right-of-way in its sole and absolute discretion (such removal being at the cost of the developer and HOA, jointly and severally).

p. A statement of approval of the plat by the city.

q. The section, township, and range shall appear immediately under the name of the plat on each sheet included, along with the name of the city, county, and state.

r. As applicable, the following statements shall appear on the face of the plat in the "notes" section:

1. "The homeowners association, as owner of the subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, common properties, and amenities, and the individual lot owners to extent of their interest in the foregoing, shall release, defend, indemnify and hold the City of Winter Garden, other governmental entities and public utilities harmless from any and all costs, expenses, suits, demands, liabilities, damages, injuries (including death), or otherwise including attorney's fees and costs of suit, in connection with the reasonable use of said subdivision infrastructure, common areas, or amenities, or said parties' maintenance thereof, or said parties' exercise of rights permitted in the declaration of the homeowners association, this plat, or as otherwise permitted by law."

2. "The lots within this subdivision are governed by a mandatory homeowners association requiring the payment of fees and with the power to assess the lots. The homeowners association is the owner of and/or responsible for the maintenance, repair, and replacement of all private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, including, without limitation, Tracts \_\_\_\_\_ and \_\_\_\_\_ and the improvements thereon. Every lot owner within this subdivision must be a member of the homeowners association. Failure to pay such fees or assessments shall result in the attachment of a lien on the property of the owner which fails to pay such fees or assessments by the homeowners association, which may result in the foreclosure of said property."

3. "The City of Winter Garden shall have the right, but not the obligation, to access, maintain, repair, replace and otherwise care for or cause to be cared for, any and all private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, including, without limitation, Tracts \_\_\_\_\_ and \_\_\_\_\_ and the improvements thereon. In the event any or all of the said areas, systems, improvements, properties or areas are not maintained, repaired, or replaced in accordance with the standards of the City of Winter Garden Code of Ordinances, good engineering practices, or become a nuisance or in the event the City of Winter Garden exercises its aforementioned right, each of the lot owners of the subdivision are hereby ultimately responsible for payment of the cost of maintenance, repair, replacement and care provided by the City of Winter Garden or its contractors and agents, plus administrative costs and attorneys' fees and costs incurred by the City of Winter Garden. If said costs are not paid within 15 days of invoicing, then said costs shall constitute a lien on the property of the owners which fail to pay such costs and may be enforced, without limitation, by foreclosure, special assessments, or as may otherwise be permitted by law. This right, and the City of Winter Garden's exercise of said right, shall not impose any obligation on the City of Winter Garden to maintain, repair, replace, or otherwise care for said private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, including, without limitation, Tracts \_\_\_\_\_ and \_\_\_\_\_ and the improvements thereon."

4. "All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the

damages. This paragraph shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Further, such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission."

5. "NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county."

6. If applicable: "The homeowners association shall enter into a license agreement with the city, where additional right-of-way has been dedicated or right-of-way will be utilized for the purpose of providing landscaping, additional areas for sidewalks, walls, or other amenities, and shall be responsible for the installation and maintenance of all landscape areas that are located in the public right-of-way."

7. For subdivisions with private roads or alleys, then the following, or substantially similar statement: "There is hereby granted and dedicated to the City of Winter Garden and other public service and emergency service providers, a non-exclusive easement over and through Tract \_\_\_\_\_ (Private Right-of-Way) and any other privately owned internal roads, alleys, paved areas and sidewalks for vehicular and pedestrian ingress and egress access for the purpose of providing public and emergency services to the subdivision, including but not limited to, postal, fire protection, police protection, emergency medical transportation, code enforcement, garbage, utilities and other public and emergency services."

(2) A certificate shall be issued by the city engineer certifying that the subdivider has complied with one of the following alternatives:

a. All improvements have been installed in accord with the requirements of this section and with the action of the planning and zoning board giving conditional approval of the preliminary plat; or

b. A bond, irrevocable letter of credit, cash deposits, or certificate check has been posted, which is available to the city, and in sufficient amount to ensure such completion of all required improvements, said amount being at least equal to 120 percent of the estimated cost of completion.

(3) When the subdivider proposes to regulate land use within the subdivision or when required pursuant to this chapter, an executed original declaration, or amendment thereto, in recordable form, providing for the requirements of this chapter shall be required and subject to review by the city attorney for compliance with the provisions of this article.

(4) An original "Affidavit Certifying an Absence of Reserve Strips," in recordable form, executed by the developer and preparing surveyor.

(5) Unless provided for on the plat, an original joinder and consent to dedication, in recordable form, executed by all mortgage holders and such other parties, having a record interest in the land to be platted. Said joinder and consent must be executed in the same manner in which deeds are required to be executed, joining in, consenting to and ratifying the plat and all dedications, reservations, restrictions and covenants thereon.

(6) An original joinder and consent to the declaration, in recordable form, executed by all mortgage holders and such other parties having a record interest in the land to be platted. Said joinder and consent must be executed in the same manner in which deeds are required to be executed, joining in, consenting to and ratifying the declaration and all dedications, reservations, restrictions and covenants therein.

(7) If applicable, an original performance guarantee in the form of a bond, irrevocable letter of credit or cash deposit in favor of and acceptable to the city. Said guarantee shall, at a minimum, be in the amount of one hundred twenty percent of the ~~contract~~ construction cost of the required subdivision improvements to be completed and guarantee the proper and timely completion of all unfinished public and private infrastructure improvements, including, but not limited to, its materials, workmanship, structural integrity, and functionality to the satisfaction and approval of the city.

(8) An original maintenance guarantee in the form of a bond, irrevocable letter of credit or cash deposit in favor of and acceptable to the city. Subject to approval by the city engineer, said maintenance guarantee may be provided after final plat approval, but before issuance of a certificate of occupancy. Said maintenance guarantee shall, at a minimum, be in the amount of 20 percent of the ~~contract~~ construction cost of (i) the required subdivision improvements to be dedicated or conveyed to the city, (ii) the offsite public infrastructure improvements constructed or installed by the developer, and (iii) the private community subdivision infrastructure improvements. ~~and~~ The maintenance guarantee shall provide for the developer's guarantee of all such improvements, including its of all materials, workmanship, structural integrity, and functionality equipment for any improvement dedicated to the city and require developer's repair, replacement and correction of damage and defects to such improvements for at least a period of one two years from the date of final acceptance by the city. Prior to the city engineer issuing a certificate of completion for such improvements, the developer shall cause the design engineer of record to provide a signed and sealed certification to the city that all subdivision improvements to be dedicated or conveyed to the city, offsite public infrastructure improvements, and private community subdivision infrastructure improvements constructed or installed by the developer have been completed in accordance with approved design and construction plans.

(9) An original "Statement of Lien Settlement - Requirement For Current Year Of Payable Taxes, Tax Sale, and Capital Improvements" from the Orange County Property Appraiser's Office showing that all due taxes have been paid in full and all tax certificates, if any, against the land have been redeemed.

(10) As may be applicable, executed original instruments of conveyance in recordable form as to such property and improvements which are required to be conveyed to the HOA and the City from the developer, along with executed partial release of mortgages ~~the appropriate DR 219 forms.~~ Fee simple ownership of all rights-of-way, lift station tracts and other lands to be used for public purposes, but excluding dedicated easements, should be conveyed to the city by warranty deed, unless otherwise specified by the city. Fee simple ownership of all common area tracts should be conveyed to the applicable homeowners association by quit claim deed, unless otherwise specified by the city. Mortgagees shall execute partial release of mortgages concerning all tracts and lands conveyed in fee simple either to the homeowners' association or the city and such partial releases shall be recorded in the public records concurrently with the recording of the corresponding deeds.

(11) A title opinion of an attorney at law licensed in Florida or a certification by an abstractor or a title company, along with referenced documents, showing that record title to the land as described and shown on the plat is in the name of the persons, persons, corporation, or entity executing the dedication. The title opinion or certification shall also show all mortgages, easements, or encumbrances not satisfied or released of record nor otherwise terminated by law. An update of said title opinion or certification, certified to the city and the offices of the city attorney and the city surveyor, must be provided within 30 days of final plat recording. All documents referenced in said title opinion or certification, and update thereof, shall also be provided for review by the city.

(12) A construction cost estimate shall be submitted, which provides the estimated cost of installing all improvements. Such estimates shall be based upon recent bid information. As an alternative, bids of two reputable contractors, or a copy of an executed contract, for the installation of the improvements may be submitted.

(13) Payment of required recording costs, fees, deposits and costs as may be applicable or required pursuant to the code, and other applicable laws, ordinances, and regulations.

(14) A phase I environmental site assessment (ESA) must be conducted in accordance with the latest edition of the American Society for Testing and Materials (ASTM) standard E-1527 (Phase I ESA Process). The city will require a specified minimum off-site search distance of one-quarter mile. The minimum search distance may include areas outside the adjoining properties and shall be measured from the nearest property boundary. The ESA must be performed and signed by a Florida registered professional engineer or geologist who is able to demonstrate competence (i.e., education and previous experience) in producing ESA reports.

A previous phase I ESA may be used if it meets or exceeds the requirement of ASTM E-1527 (except as modified herein) and if the conditions of the property and area surrounding the property are not likely to have changed materially since the previous phase I ESA. Should more than one year have passed since the completion of the last phase I ESA, a current site reconnaissance and records review will be required at a minimum. All supplemental phase I ESA documents must also be signed by a Florida licensed engineer or geologist.

The results shall be provided to the city prior to acceptance of any lands to be dedicated to the city. Should environmental conditions requiring any remedial activity, monitoring or regulatory

action be identified as a result of the ESA(s), the city will not accept any dedications of such land until the conditions on the land are fully addressed to the satisfaction of the city and all applicable regulatory agencies.

(15) Such other agreements, certificates, endorsements, affidavits, documentation, engineering drawings, and data as may be deemed necessary to ensure conformity with the requirements of this chapter, the code, and other applicable laws, ordinances, and regulations.

## **DIVISION 5. HOA AND COMMUNITY SUBDIVISION INFRASTRUCTURE RESPONSIBILITY**

Sec. 110-153. Homeowners association.

Prior to final plat approval and, in the case of a gated community, prior to the closure or operation of the gates, a residential subdivision or commercial subdivision which is subject to the provisions of this division shall establish a mandatory homeowners' (or property owners') association in accordance with the requirements of this division, and a declaration (or in the event of an existing recorded declaration, an amendment thereto) must be approved by the city. A certificate of good standing or such other evidence to determine the status of the HOA shall be submitted to the city as part of the final plat approval process. Unless otherwise approved by the city, simultaneous with the recording of the plat the developer shall cause to be conveyed to the HOA such land and improvements for which the HOA shall have the responsibility for maintaining and repairing, including the community subdivision infrastructure. A residential subdivision or commercial subdivision shall be subject to the provisions of this division when:

- (1) The responsibility to maintain certain areas, private amenities, subdivision infrastructure or improvements within the subdivision is to be shared by the lot owners, or where common areas will exist; or
- (2) Any of the subdivision infrastructure, including, but not limited to, roadways, street lights, drainage systems (which includes, without limitation, stormwater detention/retention areas and underdrains), sidewalks, or certain other subdivision infrastructure and improvements are to be owned or maintained privately; or
- (3) A gated community is sought to be established.

Sec. 110-154. Declaration.

A declaration, or an amendment thereto, which, at a minimum, sets forth the responsibilities and obligations for the maintenance, repair and replacement of the community subdivision infrastructure, common areas and private amenities and such other matters as provided in this division shall be required and submitted to the city prior to final plat approval and, in the case of a gated community, prior to the closure or operation of the gates. The declaration, or amendment thereto, shall be recorded simultaneously with the subdivision plat. The terms of the declaration, or amendment thereto, shall be to the city's satisfaction, legally sufficient and enforceable to, at a minimum, accomplish, provide or otherwise ensure or disclose the provisions of this division. Notwithstanding the foregoing, the exclusion of said provisions within the declaration, or amendment thereto, shall not operate as a condition precedent to city's ability to enforce the requirements of this chapter. Further, nothing in this section shall preclude the declaration, or amendment thereto, from addressing other matters so long as the substance of each part of the

declaration, or amendment thereto, is not inconsistent with the requirements of this chapter or any other applicable code reference or state law. The declaration, or amendment thereto, shall, as applicable:

(1) Establish the point at which the developer must turn over control of the HOA consistent with definition of same provided in section 110-56.

(2) Provide for the preparation of an initial community subdivision infrastructure report and compliance with the provisions of section 110-155, including developer's requirements prior to turnover.

(3) Provide for the preparation of a subsequent community subdivision infrastructure report and compliance with the provisions of section 110-156.

(4) Include the following or similar statement: "Property owners within the subdivision shall receive no discount in property taxes or any other tax or fee because of the retention or private ownership of the community subdivision infrastructure."

(5) Include the following or similar statement: "The City of Winter Garden shall have the right, but not the obligation, to access, maintain, repair, replace and otherwise care for or cause to be cared for, any and all private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, including, without limitation, Tracts \_\_\_\_\_ and \_\_\_\_\_ and the improvements thereon. In the event any or all of the said areas, systems, improvements, properties or areas are not maintained, repaired, or replaced in accordance with the standards of the City of Winter Garden Code of Ordinances, good engineering practices, or become a nuisance or in the event the City of Winter Garden exercises its aforementioned right, each of the lot owners of the subdivision are hereby ultimately responsible for payment of the cost of maintenance, repair, replacement and care provided by the City of Winter Garden or its contractors and agents, plus administrative costs and attorneys' fees and costs incurred by the City of Winter Garden. If said costs are not paid within 15 days of invoicing, then said costs shall constitute a lien on the property of the owners which fail to pay such costs and may be enforced, without limitation, by foreclosure, special assessments, or as may otherwise be permitted by law. This right, and the City of Winter Garden's exercise of said right, shall not impose any obligation on the City of Winter Garden to maintain, repair, replace, or otherwise care for said private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, including, without limitation, Tracts \_\_\_\_\_ and \_\_\_\_\_ and the improvements thereon."

(6) Provide for the consequences resulting from a default with the provisions of the declaration, or amendment thereto, or the provisions of this chapter by the HOA or developer as set forth in section 110-159.

(7) Provide that any transfer of any portion or component of the community subdivision infrastructure (including the property on which the said community subdivision infrastructure is located) to the city or other governmental entity is prohibited without the concurrence of the city or governmental entity and the owners of two-thirds (or such higher percentage as the declaration may provide) of the platted lots.

(8) Require the establishment, funding and maintenance of an HOA account for annual routine maintenance and repair of the community subdivision infrastructure (referred to in this division as the "routine-community subdivision infrastructure-maintenance account"), and impose the restrictions and requirements set forth in section 110-157 regarding that account. Provide for the

developer's obligation to ensure adequate funding of HOA routine-community subdivision infrastructure-maintenance account required by section 110-157 until turnover of the HOA. Provide that developer/declarant shall continue to have responsibility to ensure proper maintenance of the community subdivision infrastructure until turnover occurs.

(9) Require the establishment, funding and maintenance of an HOA account for major capital repair and replacement of the subdivision's roads, curbing, sidewalks, stormwater drainage systems, and walls, etc. (referred to in this division as the "capital-community subdivision infrastructure reserve account"), and impose the restrictions and requirements set forth in section 110-157 regarding that account. Provide for the developer's obligation to ensure adequate funding of HOA capital-community subdivision infrastructure reserve account required by section 110-157 until turnover of the HOA.

(10) Include the following or similar statement: "The association and the lot and unit owners are responsible for assessing, collecting and reserving sufficient funds to operate, maintain, repair and replace common properties and subdivision infrastructure improvements. The City of Winter Garden shall not be liable or responsible for the maintenance, repair and replacement of private subdivision property and infrastructure improvements."

(11) Include the following or similar statement: "It is prohibited to alter the grade of or original drainage plan for any parcel, lot or tract, or change in the direction of, obstruct, or retard the flow of surface water drainage, or alter or remove of any berm, pipe, ditch, weir, manhole, swale, and stormwater collection, storage and conveyance system unless expressly authorized by the City of Winter Garden. This provision shall be considered a restrictive covenant in favor of and enforceable by the City of Winter Garden and in the event of a violation of this provision, the City of Winter Garden shall have the right to obtain injunctive relief, seek damages, and assess fines and liens in the amount of the cost to remedy the prohibited action (including administrative costs and attorneys' fees and costs) against the violating person or entity and any property owned by such violating person or entity; provided however, such right shall not limit the City of Winter Garden's other available enforcement actions permitted by law or equity."

(12) For subdivisions with private roads or alleys, include the following or similar statement: "There is hereby created, granted and reserved for the benefit of the City of Winter Garden and other public service and emergency service providers, a non-exclusive easement over, under and through the private subdivision roads and alleys for vehicular and pedestrian ingress and egress access for the purpose of providing public and emergency services to the common property and lots, including but not limited to, postal, fire protection, police protection, emergency medical transportation, code enforcement, garbage, utilities and other public and emergency services."

(13) Provide that the HOA may not be dissolved and that no portion of the declaration, or amendment thereto, pertaining to the requirements of this chapter may be amended without the written consent of the city.

#### Sec. 110-155. Initial community subdivision infrastructure report/turnover requirements.

- (a) Prior to the point in time in which certificates of occupancy have issued for seventy percent (70%) of the platted lots within the project and No earlier than 180 days before turnover, whichever occurs first, the HOA must retain the services of a Florida registered engineer experienced in subdivision construction to inspect the community subdivision infrastructure and prepare a report evaluating the community subdivision infrastructure's economic life, recommending the amount of scheduled maintenance and unscheduled repair for the subsequent five years that likely will be needed for each component of the community subdivision infrastructure (specifically, at a minimum and as may be

applicable, providing for the roads, street lights, sidewalks and drainage system (which includes, without limitation, the stormwater detention/retention areas and underdrains)) which recommends the amounts of money that should be deposited each year in the routine-community subdivision infrastructure-maintenance account and the capital-community subdivision infrastructure reserve account, determining whether the existing capital-community subdivision infrastructure reserve account balance is adequate to provide for restoration or replacement of the infrastructure by the end of its estimated economic life, and determining what repairs, if any, are needed prior to turnover of the HOA. The HOA shall pay the cost associated with the preparation of the initial community subdivision infrastructure report, and the HOA may pay such cost from the routine-community subdivision infrastructure-maintenance account. The report must be signed and sealed by the engineer, certified to the HOA and provided to the city and to all owners of lots, blocks, and tracts within the subdivision within 15 days after its completion. In the event turnover occurs more than 1 year after the initial community subdivision infrastructure report is prepared, then before the occurrence of the turnover an update of the initial community subdivision infrastructure report shall be obtained and provided in the same manner as the initial community subdivision infrastructure report. Any needed repairs or replacements identified by the report(s) shall be completed by the developer, at the developer's sole expense, prior to turnover.

- (b) Prior to turnover, the developer shall fund or cause the funding of the routine-community subdivision infrastructure-maintenance account and capital-community subdivision infrastructure reserve account to cover any deficiencies in account balances. Not sooner than fifteen (15) days and not more than forty-five (45) days prior to turnover, the developer shall submit a sworn affidavit along with supporting documentation to the HOA and the city evidencing developer's compliance with the requirements of this section.
- (c) Prior to turnover and prior to the issuance of certificates of occupancy for ninety percent (90%) of the platted lots within the project, developer shall execute and deliver to the city a 2 year warranty guarantee agreement with the city along with security in the form of a bond, irrevocable letter of credit or cash deposit covering the private community subdivision infrastructure improvements, in a form approved by the city attorney, and naming the city as primary beneficiary and the applicable homeowners association as a third party beneficiary. The warranty guarantee shall provide for the developer's guarantee of all such improvements, including its materials, workmanship, structural integrity and functionality, and require developer's repair, replacement and correction of damage and defects to such improvements found within the warranty period. The warranty guarantee period shall commence from the estimated date of turnover and end two years thereafter. The maintenance bond or irrevocable letter of credit shall be in an amount equal to twenty (20) percent of the then current estimated costs to construct the community subdivision infrastructure improvements, which amount shall be subject to city engineer review and approval.
- (d) If turnover occurs and the foregoing requirements of subsections (a), (b) & (c) have not been fulfilled, the rights of the city, the HOA, any of its the HOA's members, and any and all owners of land within the subdivision to enforce these requirements against the

developer shall survive the turnover, with the prevailing party to be entitled to attorneys' fees and costs against the non-prevailing party. Notwithstanding the foregoing and without limiting the city's remedies, the city shall be entitled to withhold the issuances of certificates of occupancy ~~and~~ building permits for improvements within the subdivision until such time as the provisions of this section are met.

Sec. 110-156. Subsequent community subdivision infrastructure reports and maintenance.

The HOA shall obtain an inspection and written report of the community subdivision infrastructure, by a Florida registered engineer experienced in subdivision construction at least once every five years after the initial engineer's inspection required by section 110-155. Using good engineering practice or in accordance with such other standards as may be adopted from time to time by the HOA, or in accordance with such standards as the HOA's engineer may determine to be appropriate, the inspection shall determine and the written report shall document the level of maintenance and repair (both scheduled and unscheduled) needed, the amounts of funding needed each year for the next five years in the routine-community subdivision infrastructure-maintenance account to pay for such maintenance and repair, and any repairs then needed and determining whether the existing capital-community subdivision infrastructure reserve account balance is adequate to provide for restoration or replacement of the infrastructure by the end of its estimated economic life. The report must be signed and sealed by the engineer, certified to the HOA, and provided to the city and to all owners of lots, blocks, and tracts within the subdivision within 15 days after its completion. Within 180 days of receipt of each five-year report, the HOA shall complete all remedial work identified and recommended by the engineer. A completion report, signed, sealed and certifying that said remedial work has been completed, shall be submitted to the HOA, to the city, and to all owners of lots, blocks, and tracts within the subdivision 90 days thereafter. The HOA and the lot and unit owners of the subdivision are responsible for assessing, collecting and reserving sufficient funds to operate, maintain, repair and replace common properties and subdivision infrastructure improvements. The city does not have and will not assume any duty, liability or obligation concerning the operation, maintenance, repair and replacement of common properties and subdivision infrastructure improvements arising out of or relating to any provision of this chapter, including but not limited to, the city's collection of, evaluation of and response to the reports submitted pursuant to Section 110-155 and this section.

Sec. 110-157. Homeowners association required accounts for maintenance, repair and reserves.

At a minimum, the requirements, restrictions, terms, conditions, and limitations provided for in this section with respect to the accounts required for the maintenance and repair of the community subdivision infrastructure and the monies on deposit in those accounts shall be established and maintained by each HOA.

(1) *Required HOA asset accounts.* The HOA must create, deposit monies into, retain in perpetuity, and replenish from time to time the following accounts, which are referred to in this article collectively as the "required HOA accounts":

- a. A routine-community subdivision infrastructure-maintenance account; and
- b. A capital-community subdivision infrastructure reserve account;
- c. This division does not require the establishment of accounts for either routine maintenance or the capital repair and replacement of private amenities not related to the community subdivision infrastructure, but such accounts may be required by the declaration or as may be established at the discretion of the HOA. However, except as otherwise provided for in this section, monies

within the required HOA accounts may not be utilized for the maintenance, repair or replacement of the private amenities.

Each of the foregoing accounts must be asset accounts kept separate and apart from all other funds and accounts of the HOA, and for accounting purposes the HOA may not commingle these accounts, either with each other or with other funds and accounts of the HOA. However, notwithstanding the foregoing, the monies in the above accounts may be commingled with monies in other HOA accounts for banking and investment purposes, and may be pooled with other HOA monies in a common investment program, so long as the financial books and records of the HOA account for these monies separately and apart from all other HOA monies and keep such monies earmarked for the purposes set forth below. All earnings from the investment of monies in the required HOA accounts shall remain in their respective accounts and shall follow their respective principal.

(2) *Use of accounts.*

a. *Routine-community subdivision infrastructure-maintenance account.* Monies on deposit in the routine-community subdivision infrastructure-maintenance account, including any investment earnings, shall be used by the HOA, or by the developer with the written consent of the board of directors of the HOA, only for scheduled maintenance and for unscheduled repair of the roads, drainage system, including, but not limited to, the stormwater detention/retention areas and underdrains, sidewalks, street lights, curbing, bike paths, traffic-control signage and other HOA infrastructure appurtenant to the private roads and drainage systems. If allowed by the declaration, the monies on deposit in the account may also be used for scheduled maintenance and unscheduled maintenance and repair of the entrance and exit gates and their related facilities, but the declaration shall require that the roadways and drainage-system maintenance and repair take priority over the maintenance and repair of the gates and related facilities.

b. *Capital-community subdivision infrastructure reserve account.* Monies on deposit in the capital- community subdivision infrastructure reserve account, including any investment earnings, shall be used by the HOA for: (i) resurfacing and related reconstruction of the roadways, including alleys, in the subdivision; (ii) major repair, replacement and reconstruction of drainage systems, including, but not limited to, the stormwater detention/retention areas, control structures, underdrains and conveyance systems; and (iii) major repair, replacement and reconstruction of sidewalks, bike paths, curbing, walls, subdivision signage, gates, and other capital infrastructure improvements of the subdivision. Under no circumstances may the monies in the account be expended before the developer conveys the community subdivision infrastructure to the HOA.

(3) *Required funding; required assessments.*

a. *Routine-community subdivision infrastructure-maintenance account.* The HOA must deposit each year into the routine- community subdivision infrastructure-maintenance account an amount of money sufficient to perform all scheduled maintenance and unscheduled repair of the roads, drainage system, and other community subdivision infrastructure during the subsequent year. The amount deposited, when added to investment earnings, must be no less than the amounts estimated under subsection (5) until the reports required under sections 110-155 and 110-156 are prepared, and thereafter the amount deposited must be no less than the amount recommended by the applicable engineer's report required pursuant to sections 110-155 and 110-156. If the declaration allows maintenance and repair of the entrance and exit gates and their related facilities to be paid from the routine-community subdivision infrastructure-maintenance account, then the deposits each year must be increased by amounts sufficient to cover those costs.

b. *Capital-community subdivision infrastructure reserve account.* The HOA must deposit each year into the capital-community subdivision infrastructure reserve account an amount sufficient for: (i) the private roads and alleys to be resurfaced and, as related to the resurfacing, reconstructed no less frequently than every 12 years; (ii) the restoration and repair or replacement of the drainage systems, including, but not limited to, the stormwater detention/retention areas control structures, underdrains and conveyance systems, no less frequently than once every ten years; and (iii) the restoration and repair or replacement of all other community subdivision infrastructure, no less frequently than once every 50 years. The amount to be deposited each year into the account must be estimated by the developer and approved by the city prior to issuance of a certificate of completion for the subdivision infrastructure. Deposits to the account must begin in the year in which the city issues its certificate of completion. At the end of each five-year community subdivision infrastructure reporting period pursuant to section 110-156, the HOA shall revise and update the estimated cost to restore, repair and replace community infrastructure improvements taking into consideration actual costs incurred and expected increases in costs, and shall adjust the amount of its annual deposits to the account accordingly.

c. *Required assessments.* The obligation to collect and pay assessments shall commence as of the date on which the city issues its certificate of completion for the infrastructure improvements for the subdivision. However, if no plat has been recorded as of that date, the obligation to collect and pay assessments shall commence as of the date the plat is recorded in the public records of Orange County, Florida. In the case of the conversion of an existing subdivision to a gated community, the city shall determine the appropriate commencement dates on a case by case basis. The HOA shall impose and collect assessments against each platted lot in the subdivision, including lots owned or controlled by the developer and by any builder, without exception. The assessments must be uniform and equitable and must be imposed and collected in amounts sufficient, when added to investment earnings and other available revenues of the HOA, if any, to make all required deposits to each of the required HOA accounts.

Notwithstanding the foregoing, if in the opinion of the city engineer the community subdivision infrastructure has substantially deteriorated at the time a plat is approved, the city may require an additional payment of assessments by the developer to address the loss of useful life of the deteriorated community subdivision infrastructure.

(4) *Financial reports and other requirements.* Each year the HOA shall cause a financial report of the required HOA accounts to be performed and prepared, and a copy of the report shall be submitted to each owner of property in the subdivision and the city within the time frame required under the "financial reporting" requirements of F.S. ch. 720. At a minimum, the report shall confirm the existence of each of the required HOA accounts and report the amounts of deposits into and expenditures from the account during the period year, along with an itemization of the expenditures from the required HOA accounts. Finally, the financial report shall disclose whether any of the required HOA accounts has on deposit less than the amount required under the declaration.

(5) *Initial account funding and developer's obligations.* From the recording of the plat and up to the point in time when turnover of control of the HOA occurs, the developer and its successors in interest, shall remain personally obligated to ensure that adequate funding of the HOA accounts required by this section is provided, that the financial reporting requirements of this section are met and that the community subdivision infrastructure is being properly maintained. Prior to the issuance of a certificate of completion for the community subdivision infrastructure, the developer shall be required to fund the capital-community subdivision infrastructure reserve

account in an amount sufficient cover two-year's estimated deposits for such account and fund the routine-community subdivision infrastructure-maintenance account in an amount sufficient to cover one-year's estimated deposits for such account. For purposes of establishing deposits by the developer required under this subsection, deposit amounts shall be supported by a licensed engineer's evaluation of the community subdivision infrastructure's economic life and cost estimate for maintenance and replacement of such infrastructure provided to the city at the developer's expense and such is subject to the review and approval by the city engineer.

Sec. 110-158. Indemnification.

In the event the community subdivision infrastructure, or any component thereof, including, but not limited to, any and all private areas, drainage systems (including without limitation, the retention/detention areas and underdrains), common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the city, are not maintained, repaired, replaced, or cared for in accordance with the standards of the city code, good engineering practices, or such become a nuisance, or HOA accounts relating to the community subdivision infrastructure are not properly funded, the developer (so long as the developer retains control of the board of directors of the HOA and the provisions of section 110-155 are not completely satisfied), the HOA, and the individual lot owners of the subdivision, jointly and severally, shall release, defend, indemnify, and hold the city and its officers, contractors, consultants and employees harmless from any and all costs, expenses, suits, demands, liabilities, damages, injuries (including death), tort liability or award of damages or otherwise, including attorneys' fees and costs, in connection with, related to, or arising out of the maintenance, repair, replacement, reconstruction, or care of the community subdivision infrastructure, or any component thereof, by or on behalf of the city.

Sec. 110-159. Default.

The city shall have the right, but not the obligation, to access, maintain, repair, replace and otherwise care for or cause to be cared for, the community subdivision infrastructure, or any component thereof, including, but not limited to, any and all private areas, drainage systems (including without limitation, the retention/detention areas and underdrains), common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the city. Further, the city shall have the right, but not the obligation, to cause to be prepared any report, study, or inspection required by this division, if the HOA fails to obtain such reports, studies, or inspections required by this division in the time provided. In the event any or all of the components of the community subdivision infrastructure are not maintained, repaired, or replaced in accordance with the standards of the city code, good engineering practices, or become a nuisance, or the required reports, studies, or inspections are not obtained, each of the lot owners of the subdivision are hereby ultimately responsible for payment of the cost of reports, studies, inspections, maintenance, repair, replacement and care provided by or for the city, plus administrative costs and attorneys' fees and costs incurred by the city. If said costs are not paid within 15 days of invoicing to the HOA and the lot owners, then said costs shall constitute a lien on the property of the owner which fails to pay such costs and may be enforced, without limitation, by foreclosure, special assessments, or as may otherwise be permitted by law. This right, and the city's exercise of said right, shall not impose any obligation on the city to maintain, repair, replace, or otherwise care for any or all components of the community subdivision infrastructure or cause to be prepared any reports, studies, or inspections.

Without limiting the foregoing, upon any default by the HOA or the developer in any requirement of either this article or the declaration required under this article, the city, at its option (and without limiting its remedies) and after due notice of its declaration of a default and a reasonable time to cure, may prohibit closure of the gates and utilize all HOA monies on deposit in the routine-community subdivision infrastructure-maintenance account and the capital-reserve accounts or, if no monies exist or if an insufficient amount exists, using such other revenues or financing methods as the city may elect, including, but not limited to, special assessments against the all of the subdivision lots. The City shall have the right to enforce against the HOA and developer the requirements of this division and the provisions of the declaration required in this division. Further, without limiting the foregoing, upon any default by the developer of any requirement of this division, the city shall be entitled to withhold the issuance of certificates of occupancy and building permits for improvements within the project and withhold the issuance of development orders, certificates of occupancy and building permits for any other project the developer is the developer of record until such time as the default is cured.

Sec. 110-160. Insurance.

The HOA shall provide general liability insurance in the amount of not less than \$300,000.00 per occurrence and \$500,000.00 aggregate and name the city as an additional named insured. Such insurance shall protect the HOA and the city from any claim, suit, demand or damages resulting from or related to any activity by the city within the subdivision or the community subdivision infrastructure and private amenities, including, but not limited to, the operation, maintenance or repair of streets, subdivision infrastructure, water, sewer and drainage facilities. The insurance shall not include any exclusion that would deny coverage from the operation of sewer lines and shall provide 30-day written notice to the city prior to cancellation or modification of any insurance referred to therein. A signed certificate of insurance showing compliance with the requirements of this section, satisfactory to the city, shall be furnished to the city prior to final plat approval

Sec. 110-161. HOA and member rights.

The HOA, any member of the HOA, and any and all owners of land in the subdivision shall have the right jointly and severally to enforce against the developer the requirements of this chapter and the provisions of the declaration required in this division, with the prevailing party being entitled to attorneys' fees and costs. Any member of the HOA and any and all owners of land in the subdivision shall have the right to enforce against the HOA the requirements of this division and the provisions of the declaration required herein, with the prevailing party being entitled to attorneys' fees and costs against the non-prevailing party. Venue for any such enforcement action shall be in the Ninth Judicial Circuit of Florida, in Orange County, Florida.

(Ord. No. 04-19, § 2(Exh. A), 6-10-04)

Sec. 110-162. Developer liability.

~~Subject to section 110-155, u~~Until such time as turnover of control of the HOA has occurred and the developer has conveyed to the HOA such land and improvements for which the HOA shall have the responsibility for maintaining and repairing, including the community subdivision infrastructure, the developer shall remain jointly and severally liable, to the city, along with the HOA, for the maintenance and repair of the community subdivision infrastructure, common areas and private amenities within the subdivision, for the adequate funding of the HOA

accounts required by section 110-157 and for otherwise ensuring compliance with the provisions of this division chapter. By way of example and not limitation, all maintenance and repair of roads, sidewalks, street lighting and the drainage system, including the stormwater detention/retention areas and underdrains, are the responsibility of the developer, except as provided in this section. If turnover occurs and the obligations of the developer under this division have not been met, the rights of the city, HOA, any of the HOA's members, and any and all owners of land within the subdivision to enforce the requirements of this division against the developer shall survive the turnover, with the prevailing party to be entitled to attorneys' fees and costs against the non-prevailing party. Venue for any such enforcement action shall be in the Ninth Judicial Circuit of Florida, in Orange County, Florida.

**SECTION 3: Codification:** Section 2 of this Ordinance shall be codified and made part of the City of Winter Garden Code of Ordinances.

**SECTION 4: Control:** In the event of a conflict or conflicts between this ordinance and other ordinances, this ordinance controls.

**SECTION 5: Severability:** It is the intent of the City Commission of the City of Winter Garden, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

**SECTION 6: Effective Date:** This Ordinance shall become effective upon adoption at its second reading.

**FIRST READING:** \_\_\_\_\_, 2013.

**SECOND READING:** \_\_\_\_\_, 2013.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

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

ATTEST:

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

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

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

**Via:** City Manager Mike Bollhoefer

**Date:** February 20, 2013                      **Meeting Date:** February 24, 2013

**Subject:** 1751 WILLIAMS ROAD  
**FOREMOSTCO, INC.**  
**ORDINANCE 13-07, ORDINANCE 13-08**  
**PARCEL ID# 06-23-27-0000-00-007**

**Issue:** The applicant is requesting Annexation and Future Lands Use designation on property located at 1751 Williams Road.

**Discussion:**

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 4.82 ± acre enclave located at the northeast corner of Williams Road and Amber Sweet Lane. The applicant has requested Annexation into the City and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Urban Village. The property will not have a zoning designation until they redevelop, at which time they will be required to submit for an Urban Village Planned Unit Development. (See attached Staff Report).

**Recommended Action:**

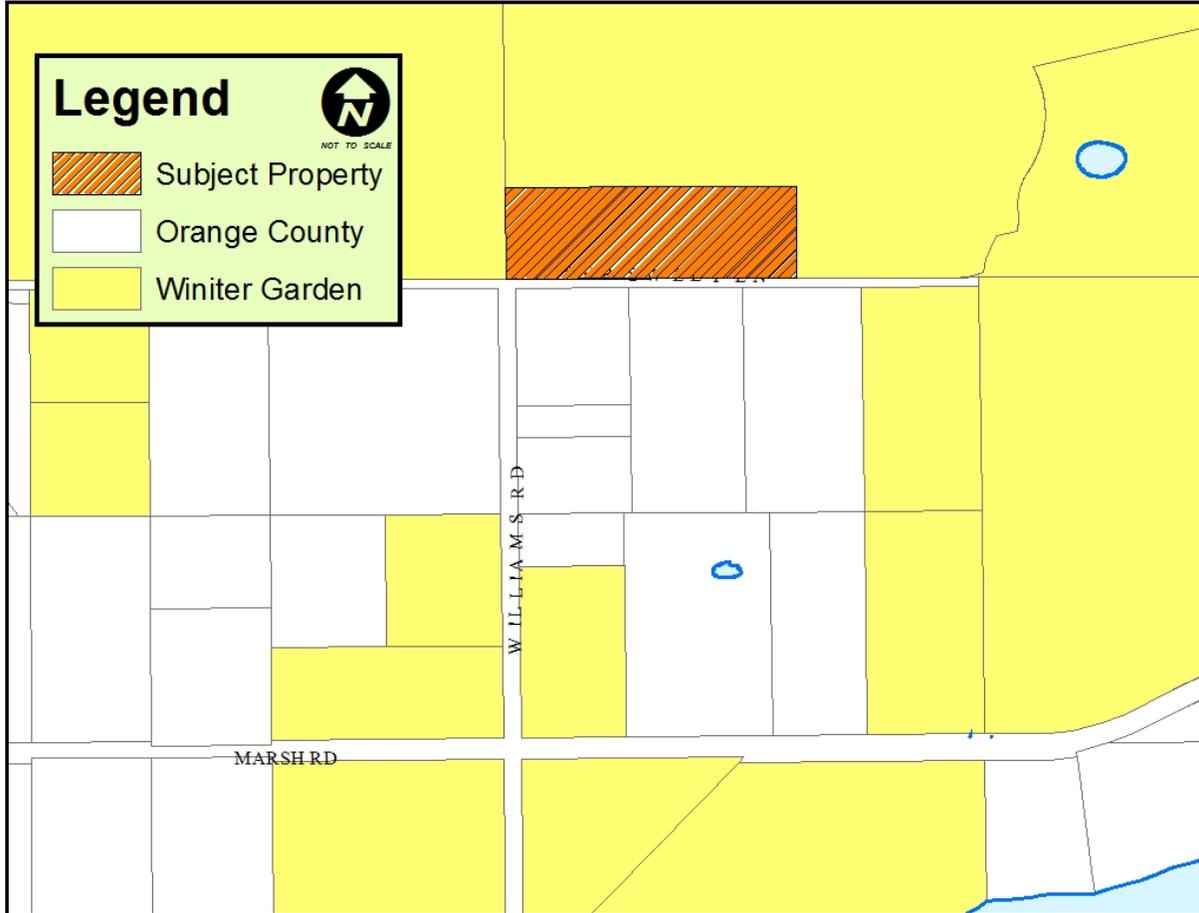
Staff recommends adoption of Ordinance 13-07 and Ordinance 13-08.

**Attachment(s)/References:**

Location Map  
Ordinance 13-07  
Ordinance 13-08  
Staff Report

# LOCATION MAP

1751 Williams Road  
Ordinance #: 13-07 and 13-08  
Parcel ID # 06-23-27-0000-00-007



ORDINANCE 13-07

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 4.82 ± ACRES LOCATED AT 1751 WILLIAMS ROAD AT THE NORTHEAST CORNER OF WILLIAMS ROAD AND AMBER SWEET LANE 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 4.82 ± acres located at the northeast corner of Williams Road and Amber Sweet Lane 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:** \_\_\_\_\_, 2013.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2013.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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#: 06-23-27-0000-00-007

Begin 60 feet North of Southwest corner of Northwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$  East 473 feet North 196.5 feet West 473 feet South 196.5 feet to Point of Beginning & East  $\frac{1}{2}$  of Vacated R/W lying on West PER OR 3295/2046 & Begin Southwest corner of Northwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$  East 816 feet North 256.5 feet West 343 feet South 196.5 feet West 473 feet South 60 feet to Point of Beginning & East  $\frac{1}{2}$  Vacated R/W lying on West PER OR 3295/2046.

ORDINANCE 13-08

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 4.82 ± ACRES LOCATED AT 1751 WILLIAMS ROAD AT THE NORTHEAST CORNER OF WILLIAMS ROAD AND AMBER SWEET LANE FROM ORANGE COUNTY VILLAGE TO CITY URBAN VILLAGE; 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 4.82 ± acres of land located at 1751 Williams Road at the northeast corner of Williams Road and Amber Sweet Lane, 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 Village to City Urban Village; 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 Urban Village 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 13-07, 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:** \_\_\_\_\_, 2013.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2013.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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**

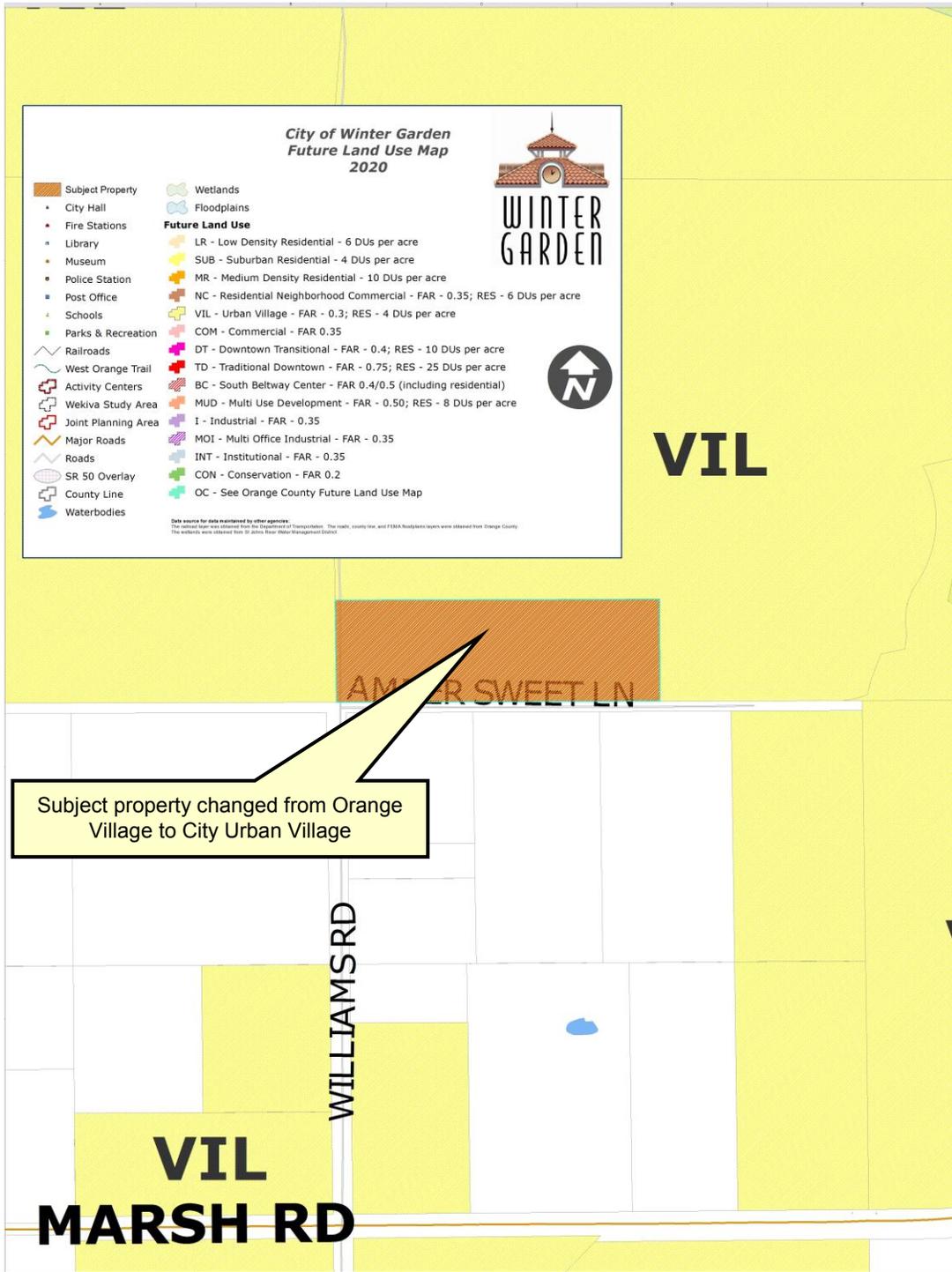
PARCEL ID#: 06-23-27-0000-00-007

Begin 60 feet North of Southwest corner of Northwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$  East 473 feet North 196.5 feet West 473 feet South 196.5 feet to Point of Beginning & East  $\frac{1}{2}$  of Vacated R/W lying on West PER OR 3295/2046 & Begin Southwest corner of Northwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$  East 816 feet North 256.5 feet West 343 feet South 196.5 feet West 473 feet South 60 feet to Point of Beginning & East  $\frac{1}{2}$  Vacated R/W lying on West PER OR 3295/2046.

ATTACHMENT "B"

FUTURE LAND USE MAP

1751 Williams Road



Subject property changed from Orange Village to City Urban Village

# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

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

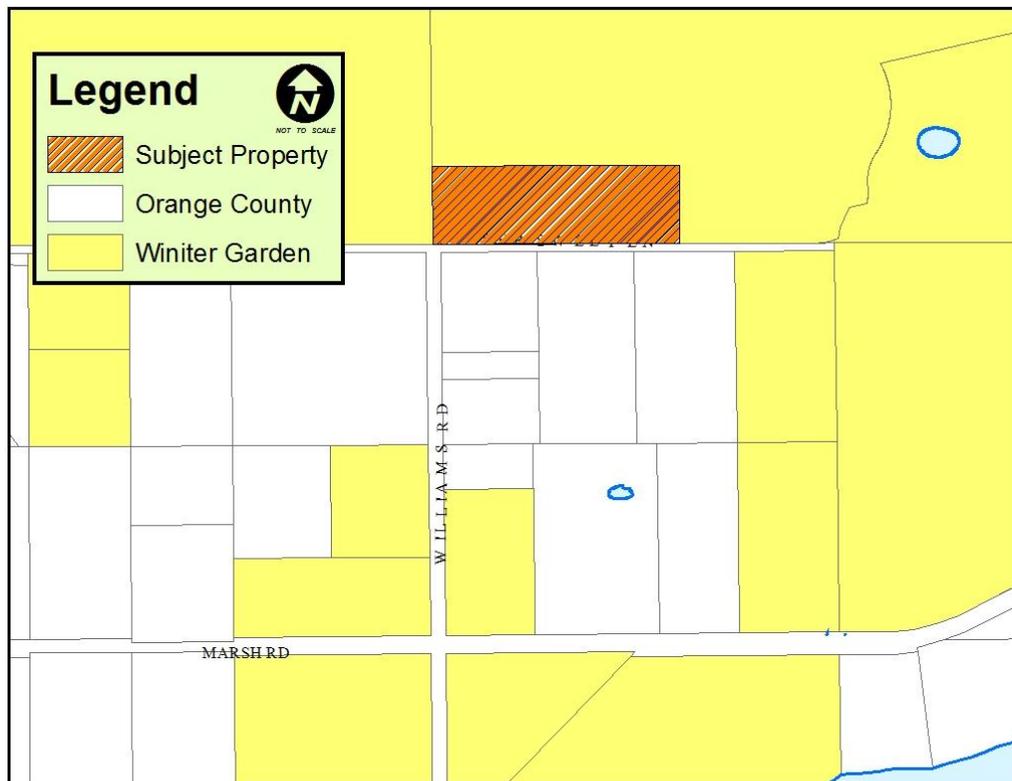
# STAFF REPORT

**TO:** PLANNING AND ZONING BOARD  
**PREPARED BY:** STEVE PASH, SENIOR PLANNER  
**DATE:** JANUARY 31, 2013  
**SUBJECT:** ANNEXATION – ZONING – FLU AMENDMENT  
**1751 WILLIAMS ROAD (4.82 +/- ACRES)**  
**PARCEL ID #:** 06-23-27-0000-00-007  
**APPLICANT:** FOREMOSTCO, INC.

### INTRODUCTION

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

The subject property is located at 1751 Williams Road and is approximately 4.82 ± 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 Urban Village. At this time, no zoning designation will be applied to the property as they will be required to submit for a Urban Village Planned Unit Development when they redevelop the property.

In accordance with the City's Comprehensive Plan, permitted uses within the Urban Village land use include residential, commercial, and natural land. The zoning classifications that are consistent with the Urban Village land use designation include UVPUD 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 large green house / fernery and the owner intends to always use it for this purpose.

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

The properties located to the north, east, and west are a citrus farm, with no zoning and located in the City. The property located to the south is developed with a single-family home, used as part of this fernery, and being annexed with this property.

### **PROPOSED USE**

The applicant intends to annex the property and continue using it for the agricultural business. If they ever decide to develop the property, they will be required to submit for an Urban Village Planned Unit Development.

### **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**

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. City Staff recommends approval of the proposed Ordinances.

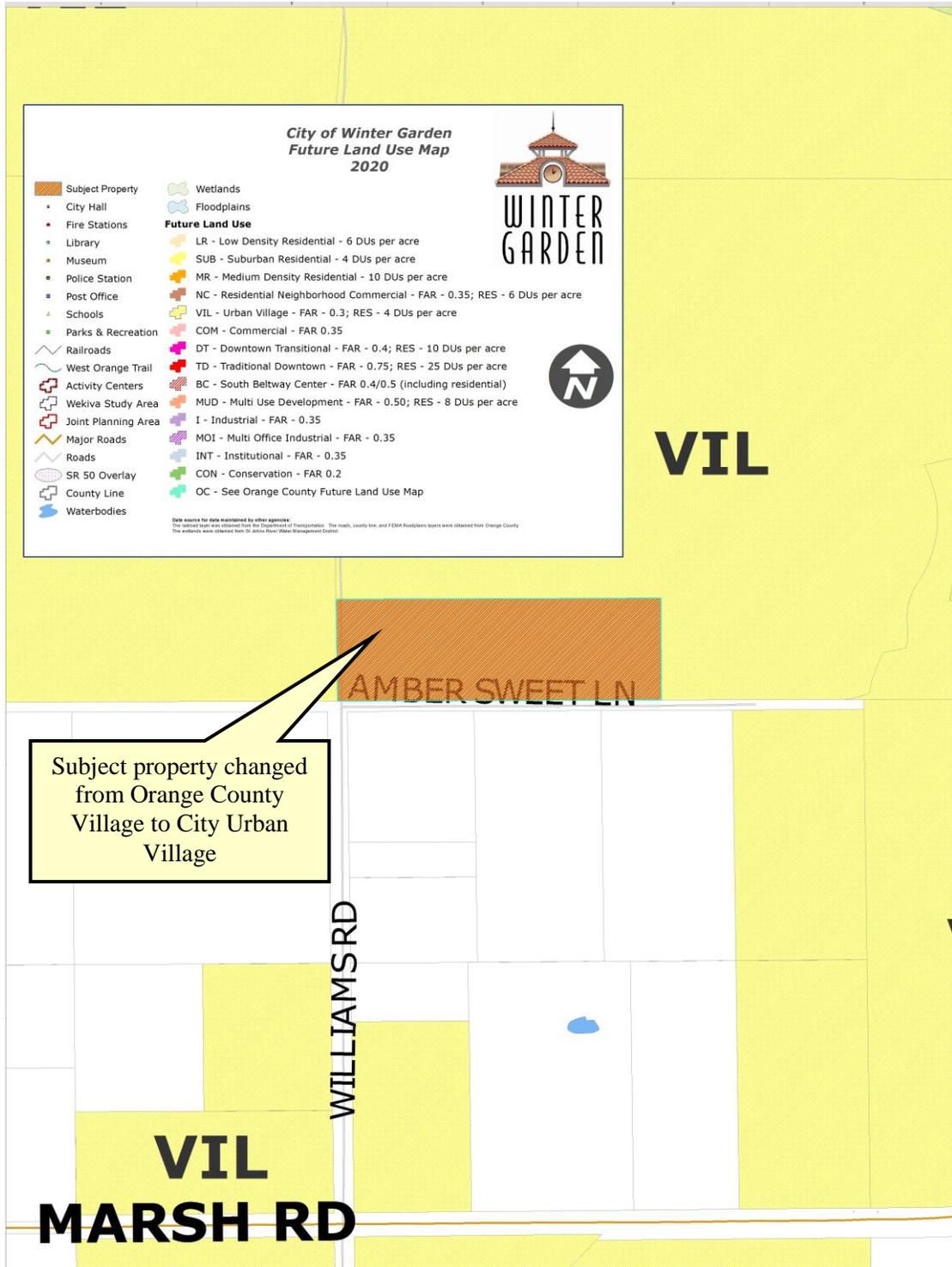
MAPS

**AERIAL PHOTO**

**1751 Williams Road**



**FUTURE LAND USE MAP**  
**1751 Williams 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:** February 20, 2013                      **Meeting Date:** February 28, 2013

**Subject:** 17416 AMBER SWEET LANE  
**JPR FAMILY HOLDINGS, LLP**  
**ORDINANCE 13-09, ORDINANCE 13-10**  
**PARCEL ID# 06-23-27-4288-08-221**

**Issue:** The applicant is requesting Annexation and Future Lands Use designation on property located at 17416 Amber Sweet Lane.

**Discussion:**

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 4.62 ± acre enclave located on the south side of Amber Sweet Lane, east of Williams Road. The applicant has requested Annexation into the City and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Urban Village. The property will not have a zoning designation until they redevelop, at which time they will be required to submit for an Urban Village Planned Unit Development. (See attached Staff Report).

**Recommended Action:**

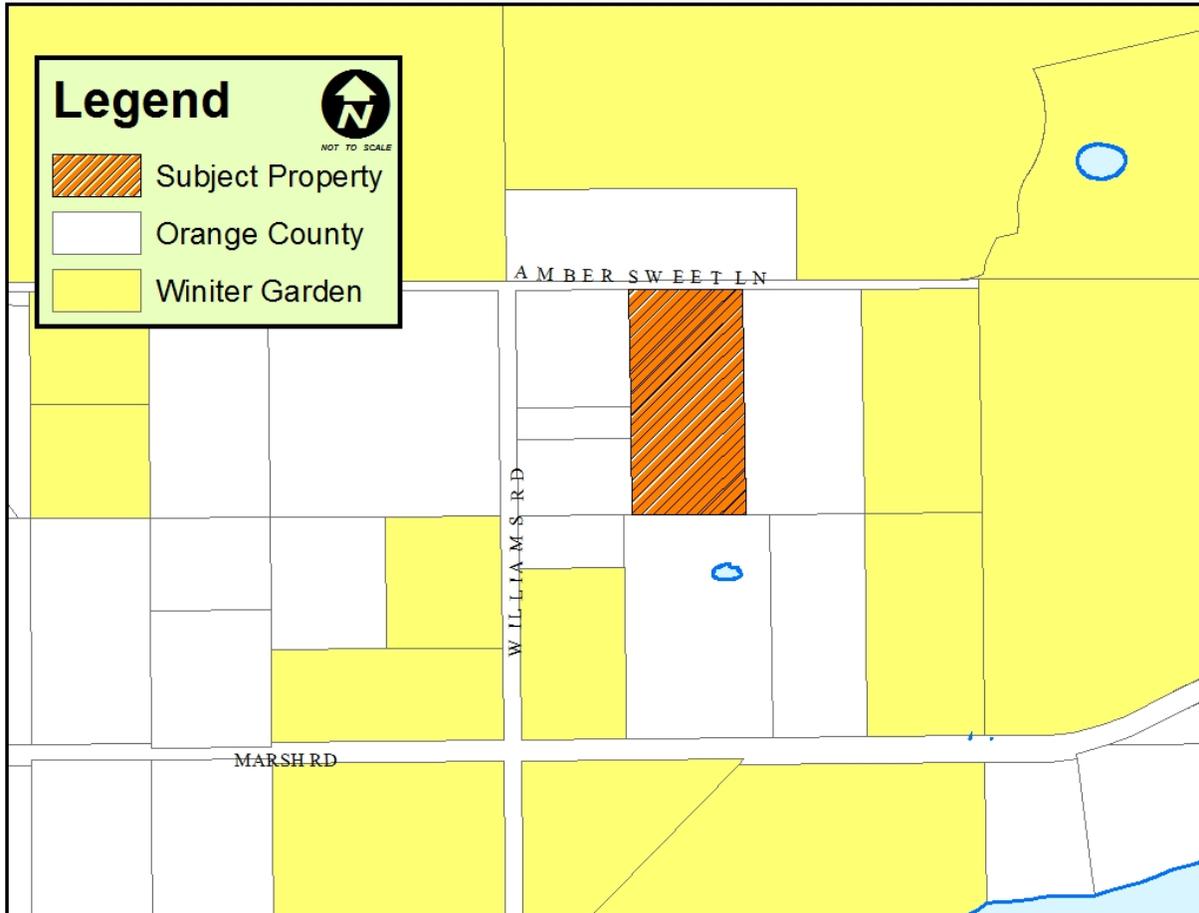
Staff recommends adoption of Ordinance 13-09 and Ordinance 13-10.

**Attachment(s)/References:**

Location Map  
Ordinance 13-09  
Ordinance 13-10  
Staff Report

# LOCATION MAP

17416 Amber Sweet Lane  
Ordinance #: 13-09 and 13-10  
Parcel ID # 06-23-27-4288-08-221



ORDINANCE 13-09

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 4.6 ± ACRES LOCATED AT 17416 AMBER SWEET LANE ON THE SOUTH SIDE OF AMBER SWEET LANE, EAST OF WILLIAMS 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 4.6 ± acres located on the south side of Amber Sweet Lane, east of Williams 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:** \_\_\_\_\_, 2013.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2013.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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#: 06-23-27-4288-08-221

THE EAST HALF OF TRACT 22-H, LAKE AVALON GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 81, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST.

ORDINANCE 13-10

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 4.6 ± ACRES LOCATED AT 17416 AMBER SWEET LANE ON THE SOUTH SIDE OF AMBER SWEET LANE, EAST OF WILLIAMS ROAD FROM ORANGE COUNTY VILLAGE TO CITY URBAN VILLAGE; 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 6 ± acres of land located at 17416 Amber Sweet Lane on the south side of Amber Sweet Lane, east of Williams 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 Village to City Urban Village; 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 Urban Village 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 13-09, 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:** \_\_\_\_\_, 2013.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2013.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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**

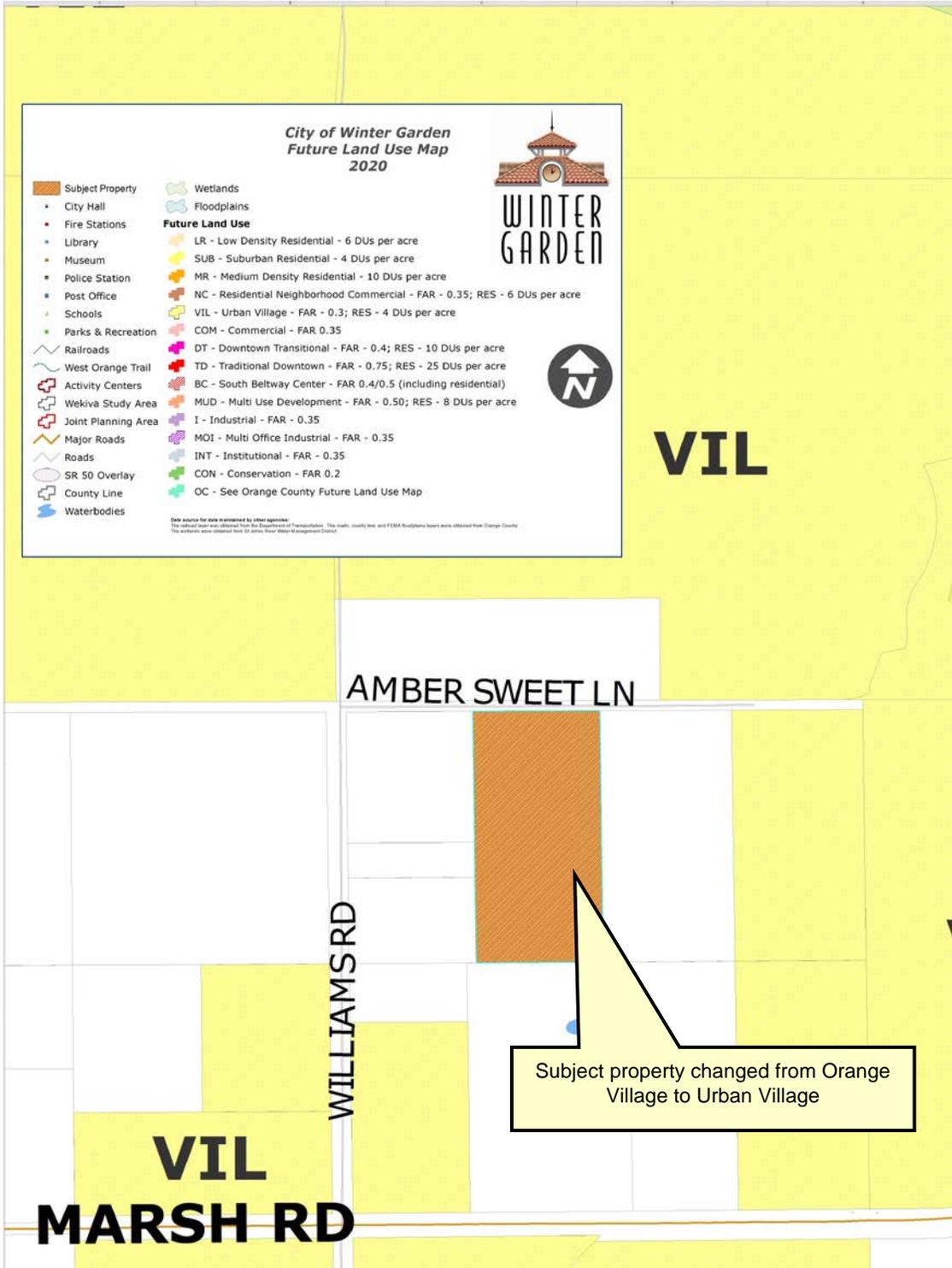
PARCEL ID#: 06-23-27-4288-08-221

THE EAST HALF OF TRACT 22-H, LAKE AVALON GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 81, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST.

ATTACHMENT "B"

FUTURE LAND USE MAP

17416 Amber Sweet Lane



# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

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

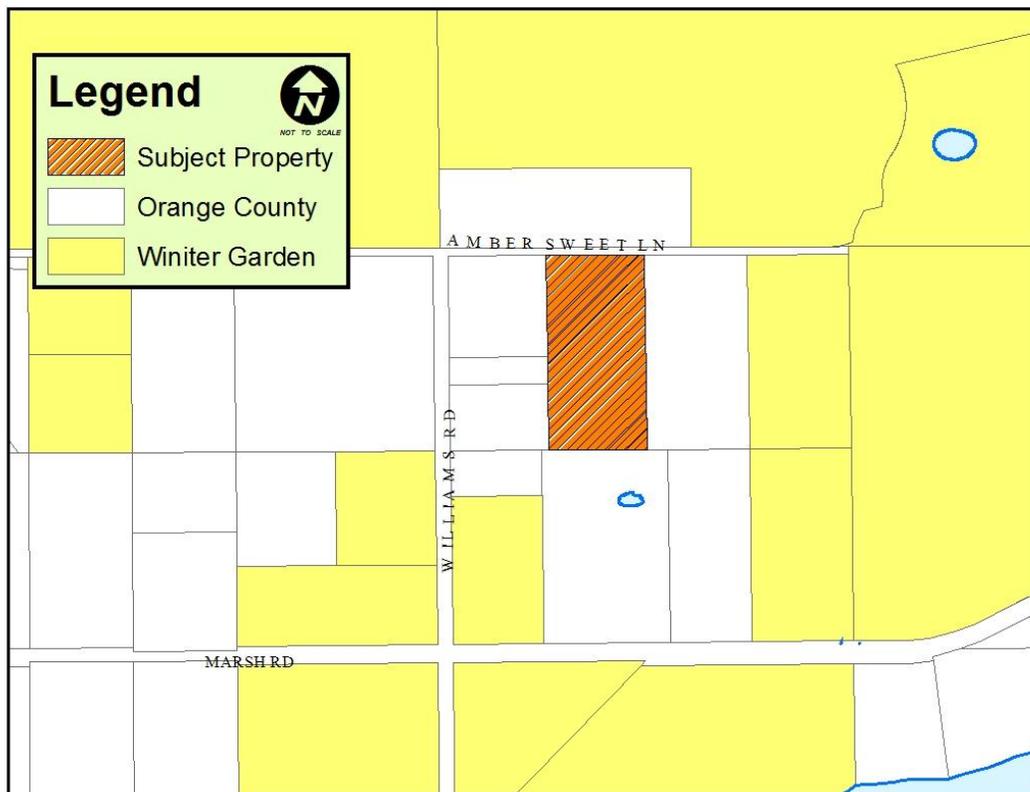
# STAFF REPORT

**TO:** PLANNING AND ZONING BOARD  
**PREPARED BY:** STEVE PASH, SENIOR PLANNER  
**DATE:** JANUARY 31, 2013  
**SUBJECT:** ANNEXATION – ZONING – FLU AMENDMENT  
**17416 AMBER SWEET LANE (4.62 +/- ACRES)**  
**PARCEL ID #:** 06-23-27-4288-08-221  
**APPLICANT:** JPR FAMILY HOLDINGS, LLP

### 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 17416 Amber Sweet Lane and is approximately 4.62 ± 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 Urban Village. At this time, no zoning designation will be applied to the property as they will be required to submit for a Urban Village Planned Unit Development when they redevelop the property.

In accordance with the City's Comprehensive Plan, permitted uses within the Urban Village land use include residential, commercial, and natural land. The zoning classifications that are consistent with the Urban Village land use designation include UVPUD 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 house and an out building. The property has been used as a home and a construction business operation. The new owners are using it for agricultural purposes to operate a fernery along with the property to the north and intend to always use it for this purpose.

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

The property located to the north is developed as a fernery (agricultural use) with a large green house, and currently annexing into the City. The property located to the east is developed with a single-family house, zoned A-1 and located in Orange County. The property to the south is developed with a single-family house, zoned A-1 and located in Orange County. The property to the west is developed with a single-family house, zoned A-1 and located in Orange County.

### **PROPOSED USE**

The applicant intends to annex the property and continue using it for the agricultural business. If they ever decide to develop the property, they will be required to submit for an Urban Village Planned Unit Development.

### **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.

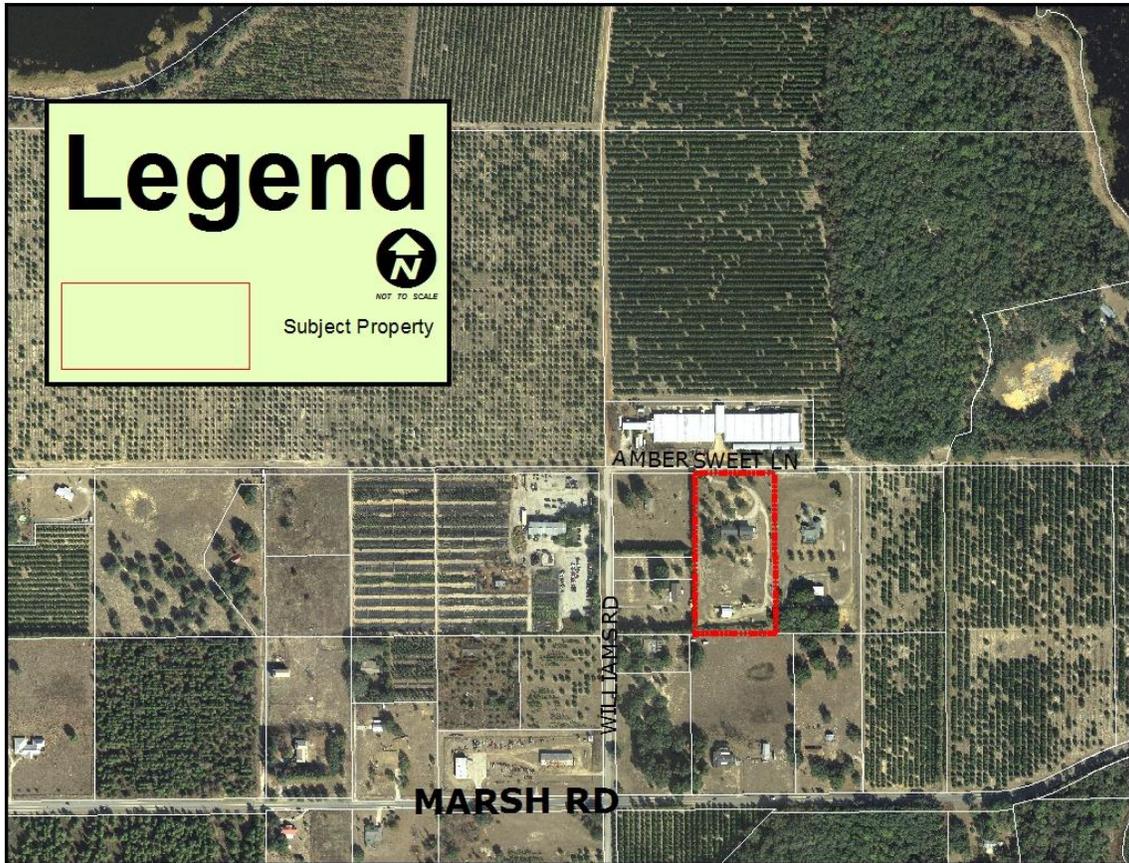
### **SUMMARY**

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. City Staff recommends approval of the proposed Ordinances.

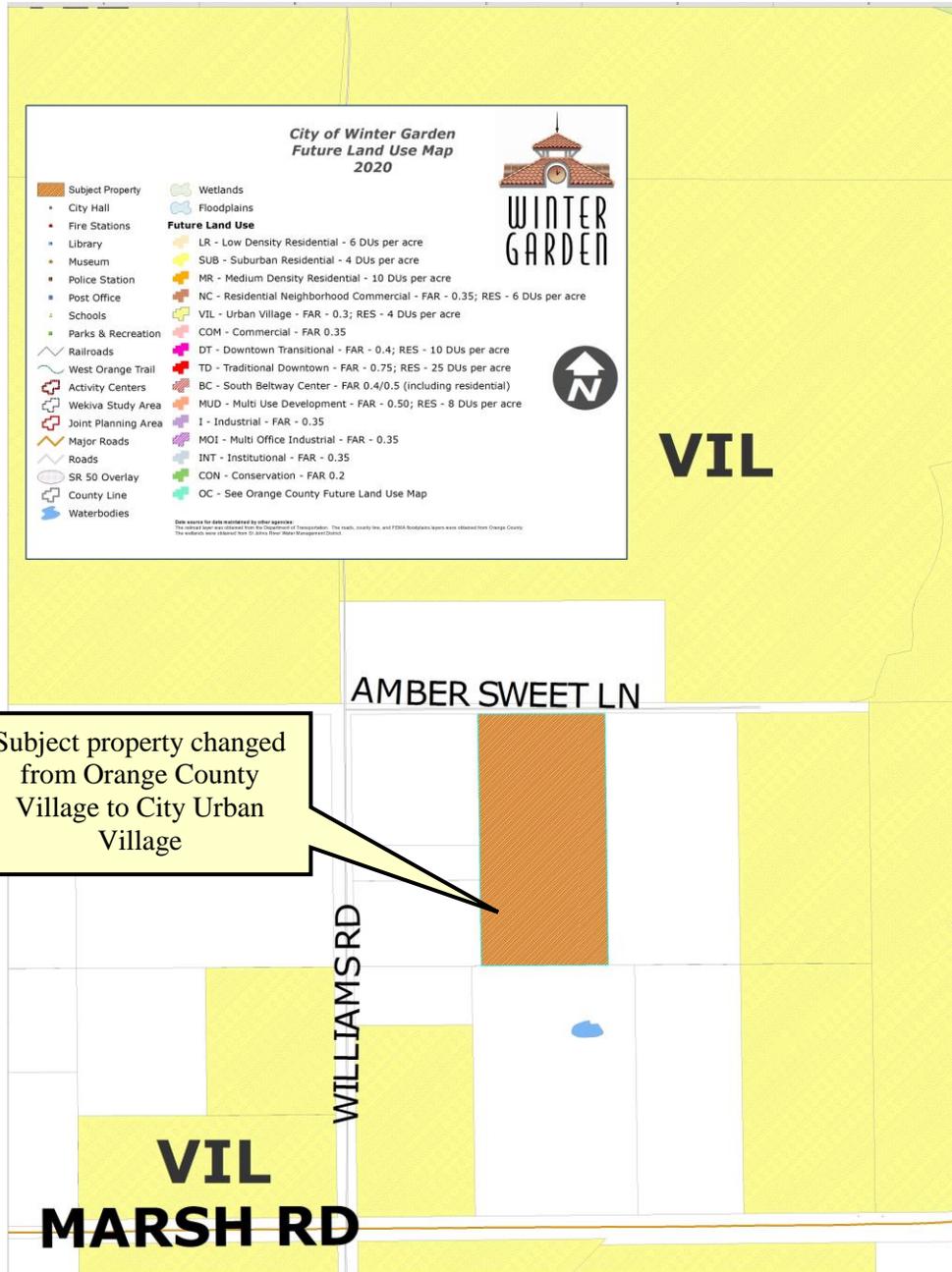
MAPS

**AERIAL PHOTO**

**17416 Amber Sweet Lane**



**FUTURE LAND USE MAP  
 17416 Amber Sweet Lane**



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

**From:** City Manager Mike Bollhoefer

**Date:** February 20, 2013

**Meeting Date:** February 28, 2013

**Subject:** **Ordinance 13-11:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 12-48, THE CITY OF WINTER GARDEN FISCAL YEAR 2012-2013 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

**Issue:** Ordinance 13-11 amends the current year budget to carry forward prior year appropriations for projects, machinery and equipment and other items budgeted but not purchased and projects budgeted but not completed by fiscal year ending FY 2012. This will ensure that there is adequate funding to purchase those items and complete those projects that were not completed by year-end.

**Recommended action:** Motion to adopt Ordinance 13-11.

**Attachments/References:** Ordinance 13-11

**ORDINANCE 13-11**

**AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 12-48, THE CITY OF WINTER GARDEN FISCAL YEAR 2012-2013 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on September 27, 2012, the City Commission of the City of Winter Garden, Florida, adopted Ordinance 12-48 appropriating and allocating all revenue and funds of the City of Winter Garden, Florida for the tax year beginning October 1, 2012 and ending September 30, 2013;

**WHEREAS**, the City Commission has decided to amend the City of Winter Garden, Florida Budget for the tax year beginning October 1, 2012 and ending September 30, 2013 to provide for budget carryovers from the preceding budget year;

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

**SECTION 1:** That the sum of \$15,918,181 to be appropriated as follows:

**REVENUES**

General Fund	\$ 850,978
Local Option Gas Tax Fund	1,582,456
General Impact Fee Fund	840,252
Transportation Impact Fee-South of Turnpike Fund	875,000
Transportation Impact Fee Fund	1,882,509
Utilities Operating Fund	3,143,080
Utilities Impact Fee Fund	3,687,150
Utilities Renewal & Replacement	3,055,700
Stormwater Fund	-
Trailer City Fund	<u>1,056</u>
	<b>\$15,918,181</b>

**EXPENDITURES**

General Fund	\$ 850,978
Local Option Gas Tax Fund	1,582,456
General Impact Fee Fund	840,252
Transportation Impact Fee-South of Turnpike Fund	875,000
Transportation Impact Fee Fund	1,882,509
Utilities Operating Fund	3,143,080
Utilities Impact Fee Fund	3,687,150
Utilities Renewal & Replacement	3,055,700
Stormwater Fund	-
Trailer City Fund	<u>1,056</u>
	<b>\$15,918,181</b>

**SECTION 2:** Detail for the aforementioned totals is attached as Exhibit 1, which shall be incorporated in the Ordinance. Should any portion of this Ordinance be held invalid, then such portions as are not declared to be invalid shall remain in full force and effect.

**SECTION 3:** This Ordinance shall become effective upon its adoption at the second reading and public hearing.

**READ FIRST TIME:** February 14, 2013

**READ SECOND TIME AND PUBLIC HEARING HELD:** February 28, 2013

APPROVED:

\_\_\_\_\_  
Mayor/Commissioner John Rees

ATTEST:

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

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

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

**Via:** City Manager Mike Bollhoefer

**Date:** February 20, 2013                      **Meeting Date:** February 28, 2013

**Subject:** Right-Of-Way Maintenance Agreement  
**The Reserve at Carriage Pointe – Phase 1 (37.1+/- ACRES)**

**Recommended Action:**

Approval of the Carriage Pointe Reserve Right-Of-Way Agreement

**Attachments/References:**

Right-Of-Way Agreement

This instrument prepared by:

James H. McNeil, Jr., Esquire  
Akerman Senterfitt  
420 South Orange Avenue, Suite 1200  
Orlando, FL 32801

And after recording return to:  
Fishback Dominick  
Attn: Daniel W. Langley  
1947 Lee Road  
Winter Park, Florida 32789

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**RIGHT-OF-WAY MAINTENANCE AGREEMENT**

**THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT** (the "**Agreement**") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between the **CITY OF WINTER GARDEN**, a Florida municipal corporation, ("**City**") and **THE RESERVE AT CARRIAGE POINTE HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation ("**HOA**").

**WITNESSETH:**

**WHEREAS**, Taylor Morrison of Florida, Inc. ("**Developer**") is the fee simple owner of that approximately +/- 38.08 acre real property generally located on Avalon Road (a/k/a C.R. 545) west of the intersection of Avalon Road and Tilden Road in Winter Garden, Orange County, Florida, being more particularly described on **Exhibit "A"** attached hereto and by this reference hereby incorporated herein ("**Subject Property**"); and

**WHEREAS**, Developer is developing the Subject Property as a residential project known as The Reserve at Carriage Pointe ("**Project**"); and

**WHEREAS**, the HOA desire to obtain a non-exclusive right to provide, install and maintain certain landscaping, irrigation, pavement, signage and other improvements (hereinafter collectively referred to as the Landscaping and Improvements) along and within certain rights-of-way which are adjacent to the Project and are more particularly identified on **Exhibit "B"** attached hereto and by this reference hereby incorporated (hereafter collectively referred to as the "**Roads**"); and

**WHEREAS**, said Landscaping and Improvements require substantially more extensive maintenance than is typical for the City to perform within and along public rights-of-way; and

**WHEREAS**, the City has raised certain concerns regarding the responsibility for and future maintenance of the Landscaping and Improvements; and

**WHEREAS**, the HOA, in order to satisfy the concerns of the City, so as to receive permission to provide, install and maintain the Landscaping and Improvements in the public right-of-way, have agreed to the terms, conditions and requirements set forth in this Agreement; and

**WHEREAS**, the Landscaping and Improvements have been installed by the Developer and which shall be maintained by the HOA are as set forth in this Agreement and that certain Landscaping Plan prepared by Verlander Landscape Architecture, LLC, dated 12/11/2012 (the “**Landscaping Plan**”), a copy of which is retained by the City in the offices of the Public Services Director and incorporated herein by this reference; and

**WHEREAS**, the HOA acknowledge that the primary beneficiary of said Landscaping and Improvements will be the HOA and the residents of the Project in beautifying the Roads; and

**WHEREAS**, the City requires that the HOA undertake certain commitments and covenants to assure the continuous maintenance of the Landscaping and Improvements within or along the Roads during the term of this Agreement;

**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 mutually acknowledged by the parties, the HOA, and the City agree as set forth herein.

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

2. **License.** Subject to the terms and conditions provided in this Agreement, the City hereby grants the HOA the non-exclusive right, privilege and license to use the Roads for the purposes described hereinafter. The license granted herein by the City is terminable by the City as provided for in this Agreement. Termination of the Agreement shall constitute termination of the license.

3. **Maintenance of Landscaping and Improvements.**

A. **Maintenance.** Any and all Landscaping and Improvements installed, constructed or maintained within the Roads shall be operated and maintained by the HOA in good, clean, attractive, sanitary, safe and serviceable condition, order and repair in accordance with the Landscape Plan and this Agreement. No portion of the Landscaping and Improvements shall be maintained in such a manner as may interfere with the use of the Roads by the public or create a safety hazard, as determined by the City in the City’s sole discretion.

B. **Compliance with the Law.** Unless otherwise provided for herein, in designing, constructing, installing and maintaining the Landscaping and Improvements, the HOA shall comply with any and all laws, ordinances, and regulations of the City, county, state and federal governments, related to its activities, including but not limited to laws and regulations concerning landscaping, trees, planting, maintenance, and signage within and along public and private rights-of-way. Said laws and ordinances include, but are not limited to, Chapter 62 and Chapter 114 of the City Code, as such may be amended from time to time.

C. **Additional Requirements.** In addition to the requirements of Subsection B. above, all plantings must comply with the following conditions:

1. All trees must be planted at least seven (7) feet from any utility box and at least seven (7) feet from the side lot lines of the adjacent lots.
2. No tree or vegetation may be planted or allowed to grow in such manner as to interfere with the "triangle of visibility" as defined in FDOT Road Design Index #546.
3. A permit must be issued by the City's Public Services Director before any tree is planted within the right-of-way.
4. All trees must be planted a minimum of four (4) feet behind the back of the curb.
5. All trees and other vegetation as planted or maintained must not pose a safety hazard.

To the extent of any conflict between the additional requirements set forth above and any current or future City, county, state or federal law or regulation, the more stringent requirement shall control unless preempted by law.

D. **Road Work.** The HOA, or their agents, shall not, while installing or maintaining the Landscaping and Improvements, damage or disturb any portion of the Roads without the prior written approval of the City and the City's prior written approval of a plan to restore the Roads. The HOA, or their agents, shall take all safety measures required by law for construction and maintenance work in and along public rights-of-way, including the placing and display of caution signs and signals, when working in the Roads, and shall prevent any obstructions to the Roads which are or may become dangerous to the traveling public. In the event that any work to be conducted by the HOA requires streets or traffic lanes to be closed or obstructed, the HOA shall, pursuant to the City ordinances, obtain all permits from and pay all applicable fees to the City, and shall obtain approval of

its maintenance of traffic plan from the City's Police and Public Works Departments prior to commencing such work. In the event that the HOA, or their agents, damages any portion of the Roads while maintaining or installing the Landscaping and Improvements, the HOA, as the case may be, at its sole expense, shall restore such portion of the Roads to their prior condition.

- E. **Changes to the Landscape Plan.** Variations from the Landscape Plan must be reviewed and approved by the City in writing prior to any work commencing.
- F. **Irrigation.** All irrigation arising from matters contained in the Landscaping Plan for the Project shall be compatible with future connection to the City's reclaimed water system.
- G. **Water Conservation.** The HOA shall encourage water conservation in the design and development of the Landscaping and Improvements, including but not limited to, water conserving techniques, water efficient landscaping, proper soil preparation, irrigation systems and equipment and the use of reclaimed water, upon its availability.
- H. **Impact Fees.** Neither the Developer nor the HOA shall receive any compensation, impact fee or tax credits for any landscaping or improvements described herein.
- I. **Non-Interference with Other Interests.** The HOA, in the performance and exercise of their rights and obligations under this Agreement, shall not interfere in any manner with the existence and operation of any public rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, rights of adjoining property owners, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as expressly permitted by applicable laws. The HOA shall be liable to the City or to the third party owner, as the case may be, for the cost of any repairs made necessary by any displacement, damage, or destruction of City or third party property and shall pay such costs upon written demand within thirty (30) days of receipt of such demand. In addition, the HOA shall be responsible for any and all damage to street pavements, curbs, gutters, sidewalks and other improvements on, above, below or adjacent to the Roads arising from the installation, maintenance, repair or removal of the Landscaping and Improvements, and shall repair, replace and restore in kind, the said damaged property at its expense.

4. **Removal/Relocation.** If, in the sole discretion of the City, all or any portion of the Landscaping and Improvements, or maintenance thereof: (a) interferes with any construction,

widening, reconstruction, alteration or improvement which the City desires to perform on, around, over, through or under the Roads or Subject Property; or (b) said Landscaping and Improvements, or maintenance thereof, unreasonably interferes in any way with the convenient, safe, or continuous use of the Roads; or (c) the non-emergency removal of any or all Landscaping and Improvements is necessary to serve the health, safety or general welfare of the citizens of Winter Garden, the HOA, upon receipt of written notice from the City to either of them, shall remove or relocate within the right-of-way that portion of the Landscaping and Improvements as requested by the City within thirty (30) days of receipt of said notice. Any such relocation or removal of any or all Landscaping and Improvements shall be at the sole expense of the HOA and the HOA shall restore the Roads to their prior condition save for the removal of the Landscaping and Improvements. Notwithstanding anything to the contrary, no Landscaping and Improvements may be removed without the prior written consent of the City, except that fallen vegetation and signage may be removed without prior written consent when reasonably necessary to remedy a threat to public safety.

**5. Inspection; Violations; Remedies.**

- A. Inspection.** At all times, the City shall have the right to inspect the installation, construction, and maintenance of the Landscaping and Improvements to ensure compliance with the terms of this Agreement.
- B. Breach.** In the event any of the parties violate any material provision of this Agreement, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party. Notwithstanding the preceding, no cure period need be given for a violation by the HOA which results in a threat or danger to the public health or safety. In the event a violation is not cured within the applicable cure period or the City is required to act without a cure period to remedy a threat to the public health or safety, the City shall have the right to pursue any and all legal and equitable remedies available to it, including the right to seek specific performance of this Agreement.
- C. City's Right to Take Remedial Action.** In addition to the provisions and remedies set forth above, in the event that the HOA fail to take any action as required by the City to cure a violation within any applicable cure period, in addition to any and all other rights available to the City, the City shall have the right, but not the obligation to take the required action on behalf of the HOA. Notwithstanding the preceding, in the event that the City determines in its sole discretion that for reasons of public health or safety, immediate action is required to remedy a violation of this Agreement by the HOA, the City shall have the right, but not the obligation, to repair, replace, maintain or otherwise take such action as may be necessary to remedy the threat to public health or safety without prior written notice to the HOA. In the event that for any reason the City repairs,

replaces, maintains or otherwise services the Landscaping and Improvements or takes any other action as may be necessary to remedy a violation of this Agreement, the HOA shall be responsible for the payment of all of the costs incurred by the City and its agents in taking such action. Said payment by the HOA shall be made within thirty (30) days of written demand by the City. The City's exercise of its right to remedy a violation of this Agreement shall not limit the City from exercising any other rights or remedies available to it arising from such violation or impose any future or ongoing obligation on the City to continue to maintain, repair, replace or otherwise care for the Landscaping and Improvements thereafter.

**6. Indemnification.**

**A. HOA.** HOA shall save, defend, indemnify, release, and hold harmless City and City's employees, agents, contractors, and commission members against and from all disputes, lawsuits, injuries, losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable consultants' and attorneys' fees which may be imposed upon, incurred by or asserted or claimed against them, resulting or arising from any or all of the following (i) the performance by HOA or its agents of any action under this Agreement or otherwise related to the Landscaping and Improvements or the Roads, (ii) HOA's failure to perform, or cause to be performed, any required action or obligation of HOA pursuant to this Agreement; (iii) the exercise or attempted exercise by HOA of any rights, privileges, or obligations under this Agreement, (iv) the condition of or defects in the Landscaping and Improvements installed by the Developer, (v) the City's or an agent of the City's performance of any obligation of the HOA pursuant to paragraph 5.C. of this Agreement, or (vi) any damage to the Landscaping and Improvements which may result from the use of the Roads by the City or other governmental authority or their agents due to maintenance, construction, widening, installation or other proper use within the Roads.

**7. Non-Approval.** Unless expressly authorized or granted herein, nothing in this Agreement shall constitute or be deemed to constitute any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval. Further, nothing in this Agreement shall be deemed to reduce, eliminate, derogate from or otherwise adversely affect or modify the approved Landscape Plans. The HOA shall be solely responsible for obtaining all governmental and private approvals which may be necessary or desirable for the performance of the HOA's obligations under this Agreement and it is expressly understood and agreed upon that the City does not assume any responsibility for the securing of any such approvals, permits, licenses, easements or other interests, including but not limited to any necessary agreement with utility providers.

8. **Termination.** This Agreement may be terminated by the HOA or the City at any time with or without cause upon thirty (30) days written notice to the other parties. Unless otherwise agreed to in writing by the City, in the event of termination of this Agreement, whether at the election of the HOA or the City, at its sole cost and expense shall remove any and all landscaping and improvements from the Roads, other than trees, and replace such landscaping and improvements with sod of a type approved by the City within thirty (30) days.

9. **Rights in Roads.** It is expressly stipulated that this Agreement shall not operate to create or vest any property rights to any portion of the Roads in the HOA. Further, it is expressly understood by the HOA that the City shall be under no obligation to acquire or condemn any rights-of-way, easement or other property right as part of this Agreement.

10. **Other Provisions.**

A. **Warranty of Authority and Ownership.** The HOA represent and warrant 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.

B. **Notice.** All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the HOA at its address set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

City: City Manager  
City of Winter Garden  
300 West Plant Street  
Winter Garden, FL 34787  
Facsimile: (407) 656-1073

With a copy to: City Attorney  
City of Winter Garden  
300 West Plant Street  
Winter Garden, FL 34787  
Facsimile: (407) 656-1073

With a copy to: James H. McNeil, Jr., Esq.  
Akerman Senterfitt

420 S. Orange Avenue, Suite 1200  
Orlando, FL 32801  
Facsimile: (407) 254-4251

HOA: The Reserve at Carriage Pointe Homeowners  
Association, Inc.  
Attn: Michael Liquori  
151 Southhall Lane, Suite 200  
Maitland, FL 32751  
Facsimile: (407) 670-1448

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) 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; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a normal business day or, if not, the first normal business day after the transmission. Notices or communications to or from parties' attorneys will be deemed to be to or from that party.

- C. **Amendment.** This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except by writing signed by the parties hereto or their authorized assignees.
- D. **Severability.** 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.
- E. **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.
- F. **Effective Date.** The effective date of this Agreement, for purposes of the performance of obligations by the parties under this Agreement, shall be the date the last of the parties hereto executes the Agreement.

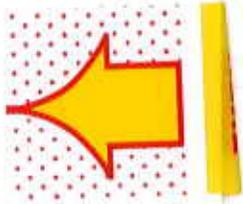
- G. Binding Effect and Successors.** The obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement.
- H. [Intentionally Deleted].**
- I. Time is of the Essence.** Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.
- J. 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.
- K. Counterparts.** This Agreement may be executed in any number of counterparts; each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same Agreement.
- L. Independent Parties.** The parties are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize any of the parties hereto to represent or bind any other party to matters not expressly authorized or provided in this Agreement.
- M. Informed Execution.** This Agreement is entered into voluntarily by the HOA without duress and after full review, evaluation and consideration by the HOA. HOA is represented by counsel, or alternatively, have been afforded an opportunity to retain counsel for review of this Agreement.
- N. Recording.** At any time during the term of this Agreement, the City may record this Agreement with the cost thereof to be borne by the HOA.
- O. Interpretation.** None of the parties shall be considered the drafter of this Agreement for purposes of interpreting this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.
- P. 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.
- Q. Police Power; City Ordinances.** The HOA acknowledges that at all times

during the term of this Agreement, their rights shall be subject to all lawful exercise of the police power of the City, and to such reasonable regulation of the Public Rights-of-Way as the City shall hereafter by resolution or ordinance provide in the interests of health, safety and welfare of the public. Any inconsistency or ambiguity between the provisions of this Agreement and the lawful exercise of the City's police power shall be resolved in favor of the latter. Additionally, this Agreement and the privileges granted hereunder to the HOA are subject to the general ordinance provisions now in effect and hereinafter made effective by the City.

**[Signatures on following page]**

IN WITNESS WHEREOF, the HOA and the City have executed this Agreement as of the day and year approved and accepted by the City.

<p>Signed, sealed and delivered in the presence of:</p>   <p>Print Name: _____ Witness</p>  <p>Print Name: _____ Witness</p> <p><i>[Signature]</i>          Print Name: <u>John C. Tree</u>          Witness</p> <p><i>[Signature]</i>          Print Name: <u>SERENA CARY</u>          Witness</p>	<p><b>"CITY"</b></p> <p><b>CITY OF WINTER GARDEN, FLORIDA</b></p> <p>By: _____ JOHN REES, Mayor</p> <p><b>ATTEST:</b></p> <p>By: _____ KATHY GOLDEN, City Clerk</p>  <p><b>"HOA"</b></p> <p><b>The Reserve at Carriage Pointe Homeowners Association, Inc.</b></p> <p>By: _____          Print Name: <u>MICHAEL J. LIQUORI</u>          Its: <u>PRESIDENT</u></p>
--	--



STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this 29 of Jan, 2013, by Mikael Liquori, as President of The Reserve at Carriage Pointe Homeowners Association, Inc., on its behalf. He (check one)  is personally known to me  or he has produced a valid driver's license as identification.



*[Signature]*  
 Notary Public, State and County Aforesaid  
 Name: Debra A. Riggs  
 My Commission Expires: Aug 29, 2013

My Commission Number is: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

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

AND

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

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE N00°11'44"E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 1352.21 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF DAVENPORT ROAD (A 50.00 FOOT RIGHT-OF-WAY); THENCE S89°52'42"W, ALONG SAID LINE, A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF TRACT 16D, LAKE AVALON GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK H, PAGE 24, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE S89°52'42"W, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID TRACT 16D AND THE SOUTH LINE OF TRACT 15D, SAID LAKE AVALON GROVES, A DISTANCE OF 1297.35 FEET, TO THE SOUTHWEST CORNER OF SAID TRACT 15D; THENCE N00°13'39"E, ALONG THE WEST LINE OF SAID TRACT 15D AND THE WEST LINE OF TRACT 2D, SAID LAKE AVALON GROVES, A DISTANCE OF 1280.76 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2D; THENCE S89°58'04"E, ALONG THE NORTH LINE OF SAID TRACT 2D AND THE NORTH LINE OF TRACT 1D, SAID LAKE AVALON GROVES, A DISTANCE OF 1296.62 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1D; THENCE S00°11'44"W, ALONG THE EAST LINE OF SAID TRACT 1D, A DISTANCE OF 1277.27 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

**DESCRIPTION OF THE ROADS**

**LEGAL DESCRIPTION:**

THE SOUTH 25.00 FEET OF THE NORTH 35.00 FEET OF TRACT 1D (LOT 1D) AND TRACT 2D (LOT 2D), LAKE AVALON GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK H, PAGE 24, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE N00°11'44"E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 2619.41 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 35.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 8; THENCE N89°58'04"W, ALONG SAID SOUTH LINE, A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST LINE OF TRACT 1D, LAKE AVALON GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK H, PAGE 24, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN S00°11'44"W, ALONG SAID EAST LINE OF TRACT 1D, A DISTANCE OF 25.00 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 35.00 FEET OF SAID TRACT 1D; THENCE N89°58'04"W, ALONG THE SOUTH LINE OF THE NORTH 35.00 FEET OF TRACTS 1D AND 2D, A DISTANCE OF 1296.64 FEET, TO A POINT ON THE WEST LINE OF TRACT 2D, OF SAID LAKE AVALON GROVES; THENCE N00°13'39"E, ALONG SAID WEST LINE, A DISTANCE OF 25.00 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 25.00 FEET OF THE NORTH 35.00 FEET OF SAID TRACTS 1D AND 2D; THENCE S89°58'04"E, ALONG SAID NORTH LINE, A DISTANCE OF 1296.63 FEET, TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.74 ACRES (32,416 SQUARE FEET), MORE OR LESS.

**GENERAL NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AS BEING N00°11'44"E.
2. THIS IS NOT A BOUNDARY SURVEY.

*William D. Donley* 01/23/13  
WILLIAM D. DONLEY DATE  
PROFESSIONAL SURVEYOR &  
MAPPER LICENSE NUMBER 5381

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**SHEET 1 OF 3**

(SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

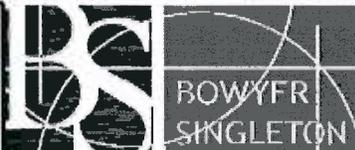
-OF-

**R/W PARCEL A**

SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



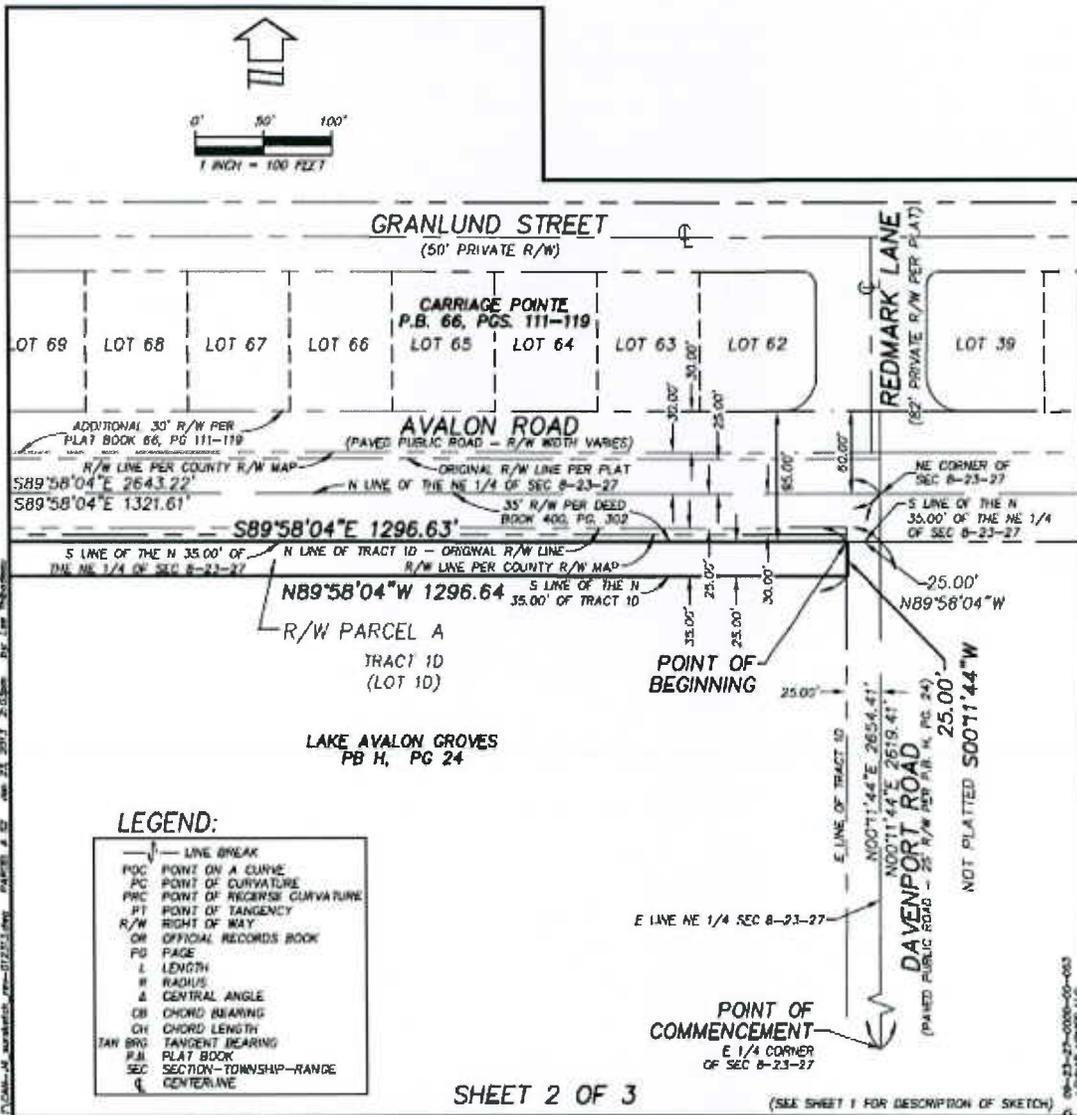
DEVELOPMENT & TRANSPORTATION ENGINEERING  
PLANNING | SURVEYING & MAPPING  
520 South Magnolia Avenue  
ORLANDO, FLORIDA 32801  
PHONE: 407,843,5120 FAX: 407,845,9104  
BSA-CIVIL.COM  
Certificate Of Authorization No. LB 1221

PREPARED FOR:

**TAYLOR MORRISON**

DATE: 08/16/12  
REV DATE: 11/14/12  
REV DATE: 01/23/13  
SCALE: 1" = N/A

PROD: CAN-JH  
DRAWN BY: LAT  
CHECKED BY: JH



SKETCH OF DESCRIPTION  
 -OF-  
 R/W PARCEL A

SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST

ORANGE COUNTY FLORIDA

**BOWYER SINGLETON**

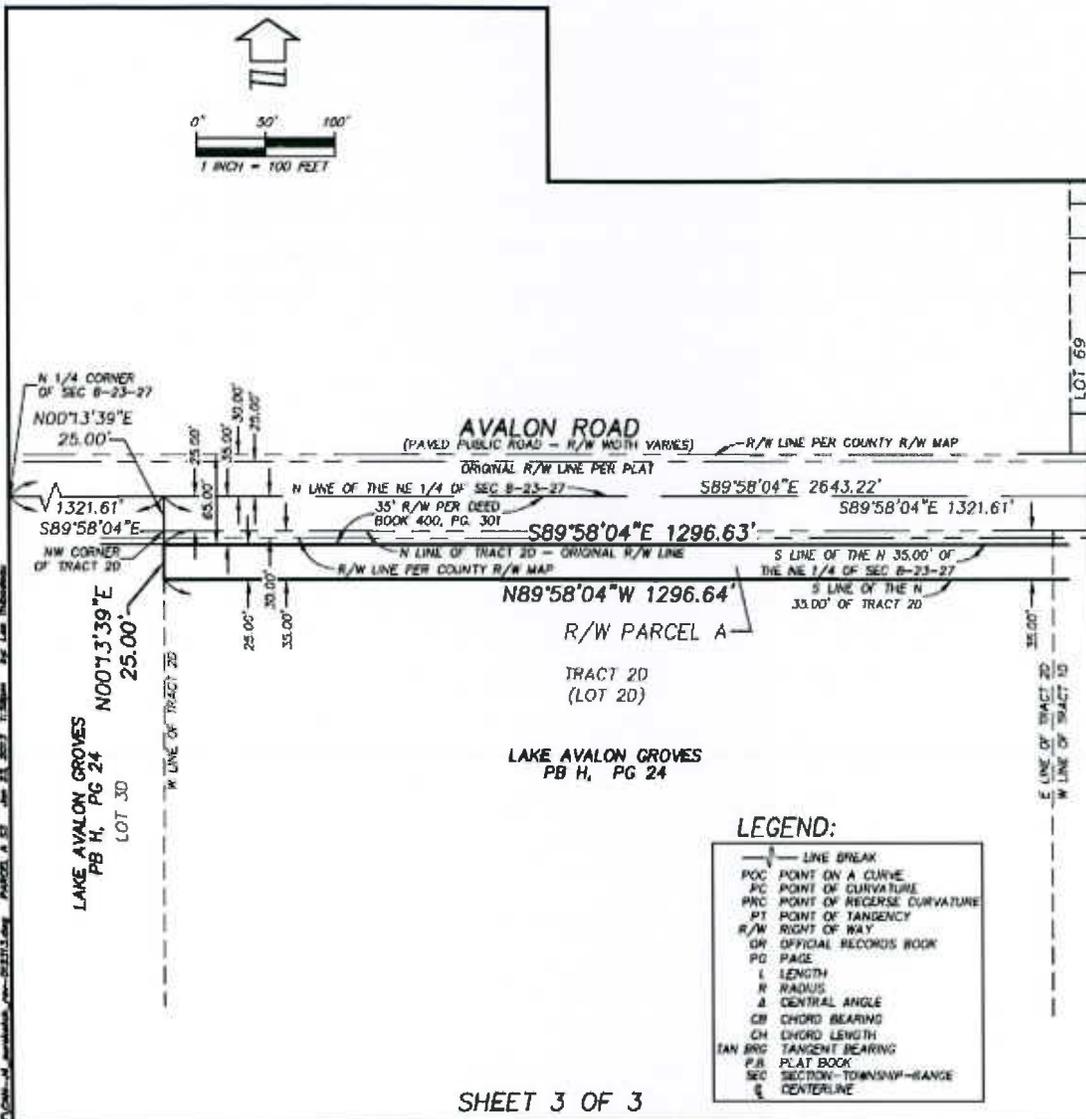
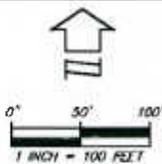
DEVELOPMENT & TRANSPORTATION ENGINEERING  
 PLANNING | SURVEYING & MAPPING

520 SOUTH MAGNOLIA AVENUE  
 ORLANDO, FLORIDA 32801  
 PHONE: 407.843.5120 FAX: 407.848.9104  
 BSA-CIVIL.COM  
 CERTIFICATE OF AUTHORIZATION No. LB 1221

PREPARED FOR:  
 TAYLOR MORRISON

DATE: 08/16/12  
 REV DATE: 11/14/12  
 REV DATE: 01/23/13  
 SCALE 1" = 100'

PROJ. CAN-JH  
 DRAWN BY: LAT  
 CHECKED BY: JB



**LEGEND:**

—	LINE BREAK
POC	POINT ON A CURVE
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
OR	OFFICIAL RECORDS BOOK
PG	PAGE
L	LENGTH
R	RADIUS
A	CENTRAL ANGLE
CB	CHORD BEARING
CL	CHORD LENGTH
TAN BRG	TANGENT BEARING
P.B.	PLAT BOOK
SEC	SECTION-TOWNSHIP-RANGE
CL	CENTERLINE

SHEET 3 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**  
 -OF-  
**R/W PARCEL A**  
 SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST  
 ORANGE COUNTY FLORIDA

**BS BOWYER SINGLETON**  
 DEVELOPMENT & TRANSPORTATION ENGINEERING  
 PLANNING | SURVEYING & MAPPING  
 620 SOUTH MAGNOLIA AVENUE  
 ORLANDO, FLORIDA 32801  
 PHONE: 407.843.5120 FAX: 407.648.9104  
 BSA-CIVIL.COM  
 CERTIFICATE OF AUTHORIZATION No. LB 1221

PREPARED FOR:  
**TAYLOR MORRISON**  
 DATE: 08/16/12  
 REV DATE: 11/14/12  
 REV DATE: 01/23/13  
 SCALE 1" = 100'  
 PROJ: CAN-14  
 DRAWN BY: LAT  
 CHECKED BY: JB

WDV3\_OVERALL\_GS.dwg

**LEGAL DESCRIPTION:**

A PORTION OF TRACT 16D (LOT 16D), LAKE AVALON GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK H, PAGE 24, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE N00°11'44"E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 1352.21 FEET, TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF AFORESAID TRACT 16D; THENCE S89°52'42"W, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 25.00 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT 16D AND THE POINT OF BEGINNING; THENCE CONTINUE S89°52'42"W, ALONG THE SOUTH LINE OF SAID TRACT 16D, A DISTANCE OF 52.65 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N56°19'33"E, A DISTANCE OF 15.04 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 53°57'56", A CHORD BEARING OF N29°20'35"E AND A CHORD DISTANCE OF 78.95 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 81.94 FEET, TO THE POINT OF TANGENCY; THENCE N02°21'37"E, A DISTANCE OF 45.36 FEET, TO A POINT ON THE EAST LINE OF SAID TRACT 16D; THENCE S00°11'44"W, ALONG SAID EAST LINE, A DISTANCE OF 122.37 FEET, TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.03 ACRES (1,360 SQUARE FEET), MORE OR LESS.

**GENERAL NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AS BEING N00°11'44"E.
2. THIS IS NOT A BOUNDARY SURVEY.

*William D. Donley* 01/23/2013  
 WILLIAM D. DONLEY DATE  
 PROFESSIONAL SURVEYOR &  
 MAPPER LICENSE NUMBER 5381  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
 RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

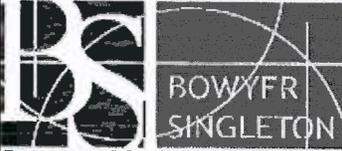
SHEET 1 OF 2

(SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION  
 -OF-  
 R/W PARCEL NO. B

SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST  
 ORANGE COUNTY FLORIDA

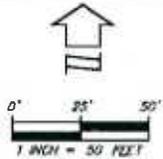


**BOWYER SINGLETON**  
 DEVELOPMENT & TRANSPORTATION ENGINEERING  
 PLANNING | SURVEYING & MAPPING  
 520 SOUTH MAGNOLIA AVENUE  
 ORLANDO, FLORIDA 32801  
 PHONE: 407.643.5120 FAX: 407.648.9104  
 BSA-CIVIL.COM  
 Certificate Of Authorization No. LB 1221

PREPARED FOR:  
 TAYLOR MORRISON

DATE: 04/19/12  
 REV DATE: 08/12/12  
 REV DATE: 01/23/13  
 SCALE 1" = N/A

PROJ. CAN-JH  
 DRAWN BY: LAT  
 CHECKED BY: JB



**LEGEND:**

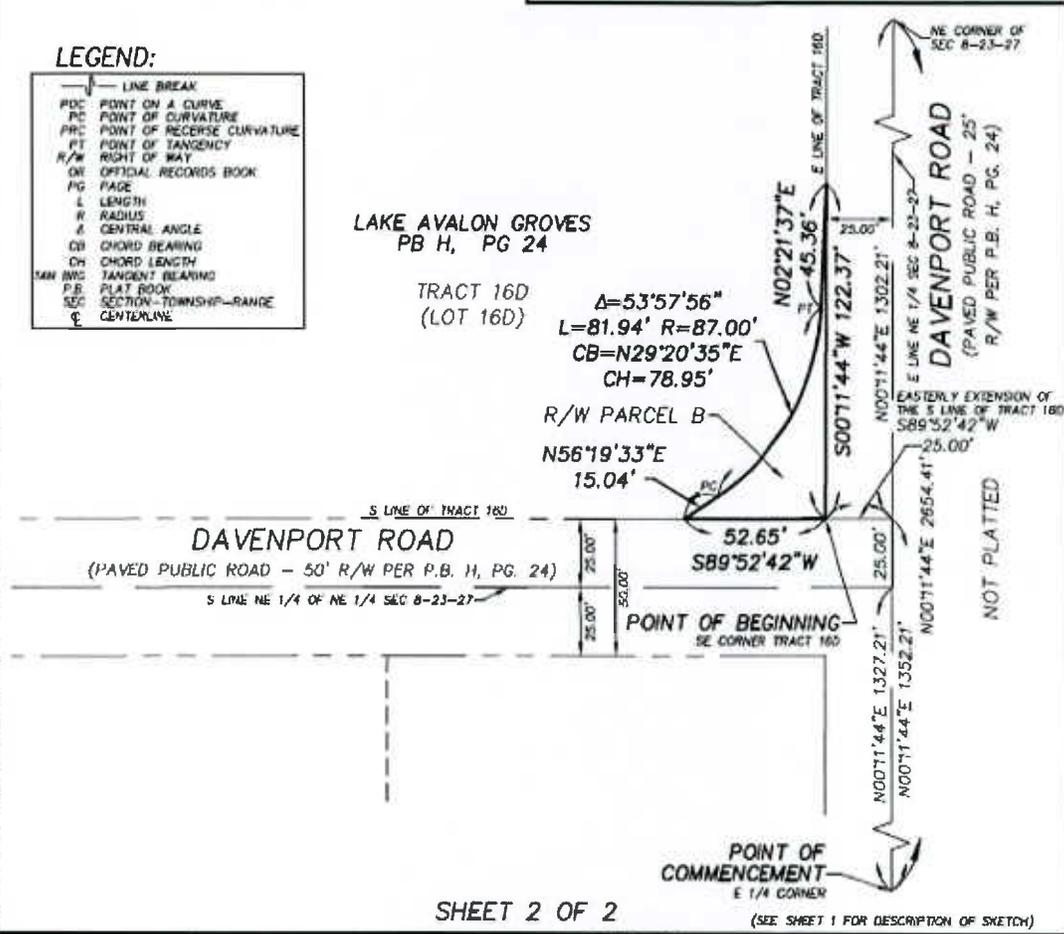
— —	LINE BREAK
PDC	POINT ON A CURVE
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
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CH	CHORD LENGTH
TAN BEG	TANGENT BEARING
P.B.	PLAT BOOK
SEC	SECTION-TOWNSHIP-RANGE
CL	CENTERLINE

LAKE AVALON GROVES  
PB H, PG 24

TRACT 16D  
(LOT 16D)

$\Delta = 53^{\circ}57'56''$   
 $L = 81.94'$   $R = 87.00'$   
 $CB = N29^{\circ}20'35''E$   
 $CH = 78.95'$

R/W PARCEL B  
 $N56^{\circ}19'33''E$   
 $15.04'$



SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION  
 -OF-  
 R/W PARCEL NO. B  
 SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST  
 ORANGE COUNTY FLORIDA

**BOWYER SINGLETON**  
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 ORLANDO, FLORIDA 32801  
 PHONE: 407,843,5120 FAX: 407,848,9104  
 BSA-CIVIL.COM  
 CERTIFICATE OF AUTHORIZATION No. LB 1221

PREPARED FOR:  
 TAYLOR MORRISON  
 DATE: 04/19/12  
 REV DATE: 08/12/12  
 REV DATE: 01/23/13  
 SCALE 1" = 50'  
 PROJ: GAN-14  
 DRAWN BY: LAT  
 CHECKED BY: JB

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

**From:** *Jay Conn, Director, Parks and Recreation Department*

**Via:** City Manager Mike Bollhoefer

**Date:** Feb. 20, 2013

**Meeting Date:** Feb. 28, 2013

**Subject:** *Recommendation to close Plant St. between 6:30-9:00am on April 20, 2013 to accommodate the "Run in the Garden" 5k road race hosted by Tri-n-Run of Winter Garden.*

**Issue:**

The owner of the Tri-n-Run athletic store in Winter Garden, Mr. Jerry Pegram, has requested to hold their annual "Run in the Garden" 5k road race on Saturday, April 20, 2013 at 7:30am. His request is that portions of Plant St. and Lakeview Ave. are closed between 6:30-9:00am to accommodate the start and finish of the race.

Proceeds from this race are benefitting the Winter Garden Police Athletic League Program which funds operations of their summer program for low-income children and their gifts for children give-a-way in December. Although Mr. Pegram has agreed to reimburse the City for police staffing fees that are required for this race, he is asking for the event permit fee of \$1,000 to be waived for this charity event. City staff is favorable with this request given that the event requires few services and accommodations from City staff besides the aforementioned police officers.

Mr. Pegram has gained the approval of the Historic Downtown Merchants Guild to hold this event. His past races have been very successful and the crowd is beneficial for the farmers market as well as well as the restaurants that are serving breakfast at this time in the morning. The farmers market officially opens at 9:00am and the early timing of the race has minimal effect on disrupting other downtown businesses.

**Recommended action:**

**Motion to approve the closure of Plant St. and Lakeview Ave. and waive permit fees to accommodate the "Run in the Garden" 5K road race between 6:30-9:00am on April 20, 2013.**

**Attachments/References:**  
**Event Application and Race Map**



CITY OF WINTER GARDEN  
 PARKS & RECREATION DEPARTMENT  
 310 NORTH DILLARD STREET  
 WINTER GARDEN, FL 34787

PHONE: (407) 656-4155  
 WWW.WINTERGARDEN-FL.GOV

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



**CITY OF WINTER GARDEN  
 SPECIAL EVENT APPLICATION – PUBLIC PROPERTY**

Per City Code Ch. 27, Art 1, Sec.3 "Special Events" are defined as any public assembly of 100 or more people in any park, sidewalk, alley, lake or other publically owned area. Completed applications should be submitted no less than 30 days prior to the first date of the proposed event. Events that require closure of any city street or are anticipated to have more than 500 people in attendance will require approval of the City Commission.

ORGANIZATION/GROUP: Tri N Run of West Orange NON PROFIT  CORP.  INDIV.

NAME OF EVENT: Run in the Garden 5K

CONTACT/REPRESENTATIVE: Jerry Pegram PHONE # 407-905-4786

ALT. PHONE: 407-435-5536 EMAIL: jerry@trinrun.com

EVENT LOCATION: Downtown Area PROPOSED DATES: April 20, 2013

HOURS: 6:30am - 9:30am 7am start ESTIMATED DAILY ATTENDANCE: 800

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT	EVENT DETAILS	EQUIPMENT AT EVENT
<input type="checkbox"/> FESTIVAL	<input type="checkbox"/> ADMISSION CHARGE/TICKET SALES	<input checked="" type="checkbox"/> AMPLIFIED SPEAKING/MUSIC
<input type="checkbox"/> EXHIBIT(S)	<input type="checkbox"/> ALCOHOL SERVED <sup>1</sup>	HOURS OF: <u>7am - 9am</u>
<input type="checkbox"/> CARNIVAL/CIRCUS/FAIR	<input type="checkbox"/> ALCOHOL SALES <sup>2</sup>	<input type="checkbox"/> PORTABLE RESTROOMS
<input type="checkbox"/> GENERAL MEETING	<input type="checkbox"/> FIREWORKS/PYROTECHNICS	<input type="checkbox"/> SPORTS EQUIPMENT
<input type="checkbox"/> PARADE	<input type="checkbox"/> FOOD VENDORS: # OF _____	<input type="checkbox"/> STAGE/PROPS/PRODUCTION
<input type="checkbox"/> BLOCK PARTY OR PICNIC	<input type="checkbox"/> MERCHANDISE VENDORS: # OF _____	<input type="checkbox"/> TENTS: #OF & SIZE _____
<input checked="" type="checkbox"/> SPORTING EVENT/COMPETITION	<input checked="" type="checkbox"/> OPEN TO PUBLIC	<input checked="" type="checkbox"/> TEMPORARY EVENT SIGNAGE
<input type="checkbox"/> WEDDING/RECEPTION	<input checked="" type="checkbox"/> STREET/SIDEWALK CLOSURE-	<input type="checkbox"/> DUMPSTERS/RECEPTACLES
<input type="checkbox"/> REVIVAL	HOURS OF: <u>6:30am - 9:30am</u>	<input type="checkbox"/> INFLATABLE DEVICES
<input type="checkbox"/> OTHER: (EXPLAIN) _____	<input type="checkbox"/> CITY WATER USED	<input type="checkbox"/> COOKING EQUIP. USED.
_____	<input checked="" type="checkbox"/> EVENT HELD PREVIOUSLY	GAS _____ OPEN FLAME _____
_____	<input checked="" type="checkbox"/> CITY ELECTRIC USED	OTHER: _____

<sup>1</sup> PLEASE NOTE THAT BEIRGARTENS OR ZONES WHERE ALCOHOL IS REQUESTED TO BE PERMITTED MUST BE CLEARLY IDENTIFIED ON THE EVENT SITE MAP.

<sup>2</sup> EVIDENCE OF PROOF OF PERMITTING THROUGH THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION MUST BE PROVIDED TO CITY STAFF NO LATER THAN 30 DAYS PRIOR TO THE FIRST DAY OF THE PROPOSED EVENT.

**PLEASE CAREFULLY REVIEW ALL OTHER POLICIES AND PROCEDURES ON PAGE 2 OF THIS APPLICATION**



CITY OF WINTER GARDEN  
PARKS & RECREATION DEPARTMENT  
310 NORTH DILLARD STREET  
WINTER GARDEN, FL 34787  
PHONE: (407) 656-4155  
WWW.WINTERGARDEN-FL.GOV

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY OF THE ABOVE CHECKED ITEMS IF NECESSARY: (USE BACK IF NECESSARY)

*Same course, same finish by splash pad.*

THE FOLLOWING SHOULD ACCOMPANY YOUR APPLICATION: (APPROVAL PROCESS WILL NOT BEGIN UNTIL THESE ARE SUBMITTED)

- COPY OF 501C-3 OR OTHER TAX EXEMPT STATUS CERTIFICATE (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE, ALCOHOL SERVING ZONES, OR ANY OTHER SIGNIFICANT FEATURES
- COPY OF APPLICANT'S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED. (SEE NEXT PAGE FOR INDIVIDUALS AND GROUPS WITHOUT INSURANCE)
- SANITATION PLAN - PORTABLE RESTROOMS, TRASH COLLECTION AND RECEPTACLE PLAN, ETC.
- PARKING AND TRAFFIC PLAN - REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
- MEDICAL CARE - FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
- SECURITY - OFF-DUTY OFFICERS SCHEDULED, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.

In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of any facility owned, leased, rented, and/or used by the City, the applicant does hereby release, waive, covenant not to sue, and discharge the City from all liability, responsibility and claims for personal injury, accidents, loss, illnesses, death, and property damage or loss arising from, related to, or in any way connected to participation in any of the listed Activities, including use of the City's facilities, premises, and equipment.

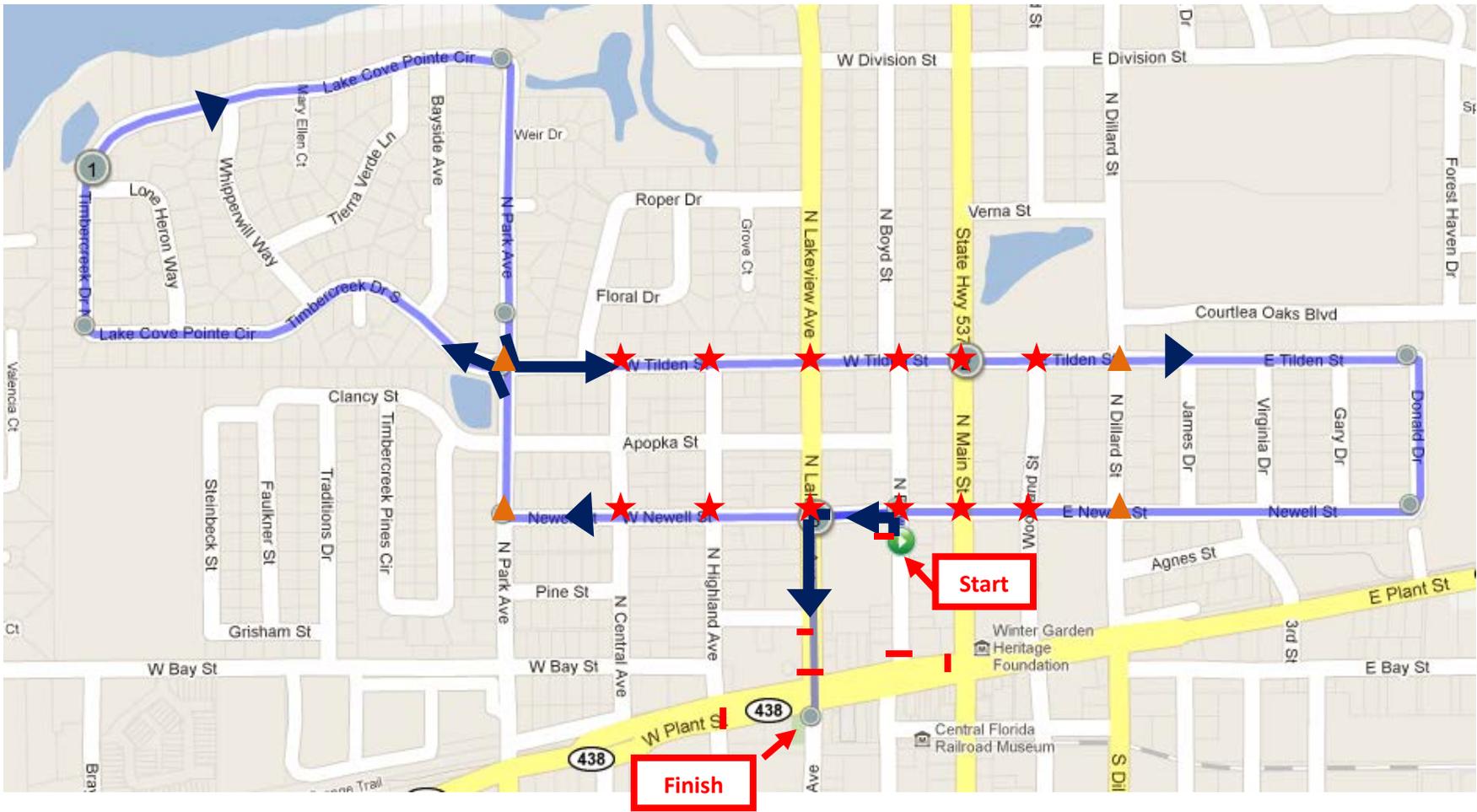
The applicant also agrees to INDEMNIFY AND HOLD the City HARMLESS from any and all claims, disputes, actions, suits, procedures, costs, expenses, damages, injuries, and liabilities, including attorney's fees (both at the litigation and appellate levels), relating to or arising from applicant's involvement in any of the Activities, and to reimburse the City for any such fees, costs and expenses incurred by the City. Participant further expressly agrees that the foregoing waiver, assumption of risks, indemnification and hold harmless provisions of this document are intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any portion thereof is held invalid or unenforceable, it is agreed that the balance shall remain and continue in full legal force and effect.

The undersigned has read these special event policies and procedures, waivers of liability, assumption of risks, and indemnity and hold harmless provisions, fully understands them, and understands that applicant is giving up substantial rights, including applicant's right to sue. The undersigned acknowledges that the undersigned is signing this document on behalf of the applicant freely and voluntarily, and intends this, by the undersigned's signature, to be a complete and unconditional release of all liability and responsibility on the part of the City to the greatest extent allowed by law. The undersigned further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made by the City, but if made, the undersigned has not, and will not, rely on such.

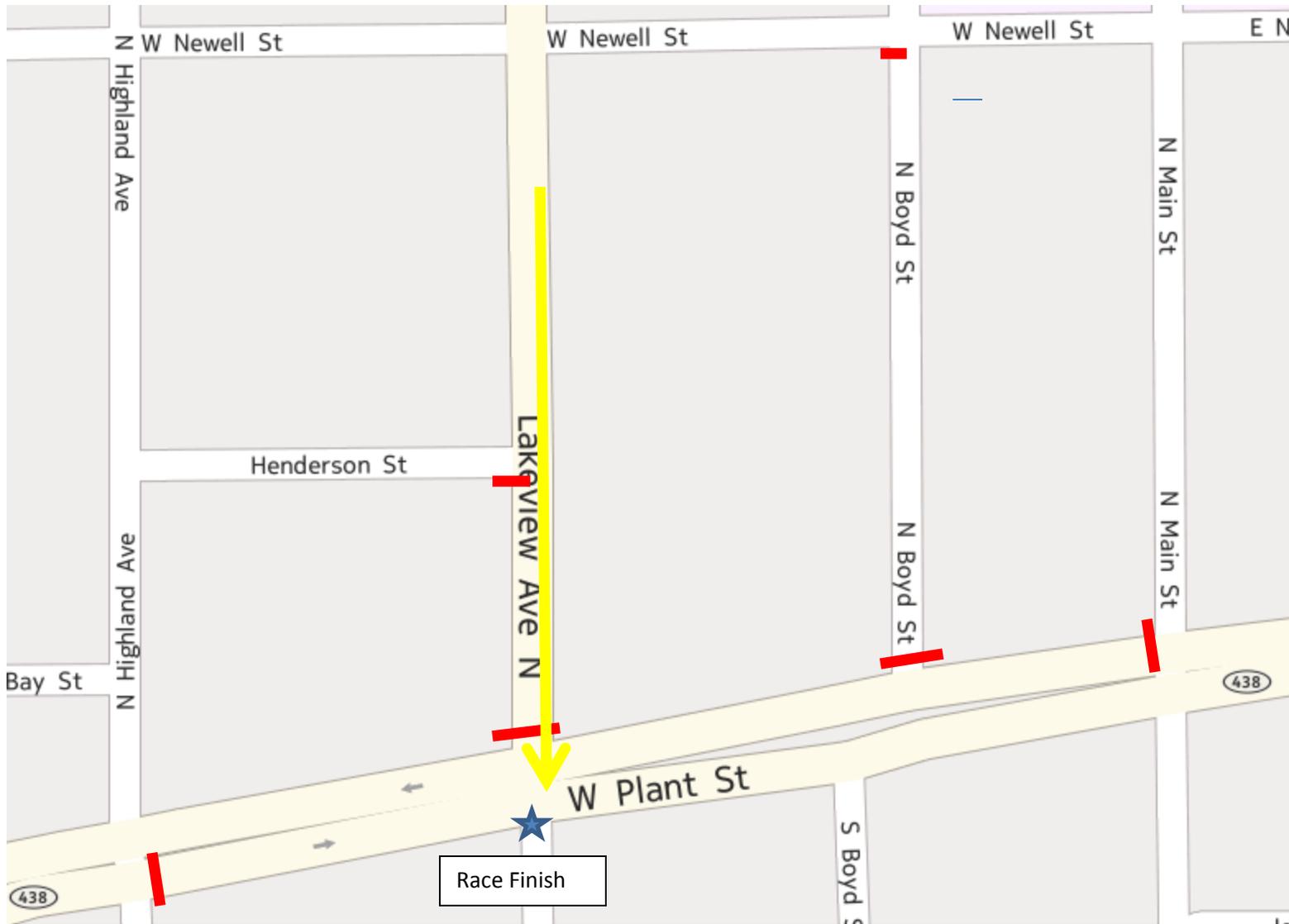
*[Handwritten Signature]*  
SIGNATURE OF APPLICANT

*1/28/13*  
DATE

FOR OFFICE USE ONLY	
REC: _____	SCHEDULED FOR MEETING OF: _____
PD: _____	
FIRE: _____	
PS: _____	OTHER: _____



- ▲ - Police officer
- ★ - Volunteer to monitor/temporarily hold vehicular traffic
- - barricade



**Streets to be blocked for Race**

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

**From:** *Jay Conn, Director, Parks and Recreation Department*

**Via:** City Manager Mike Bollhoefer

**Date:** Feb. 20, 2013

**Meeting Date:** Feb. 28, 2013

**Subject:** *Recommendation to approve the Winter Garden Rotary Club's Evening at the Pops Event on March 23, 2013 to be held in Newton Park.*

**Issue:**

The Winter Garden Rotary Club has approached the commission to request permission for their annual "Evening at the Pops" concert to be held at Newton Park on March 23, 2013. This annual event has become a staple on the event calendar in Winter Garden. The approximately 1,500 event participants are treated to an evening of music by the Orlando Philharmonic Orchestra, an instrument "petting zoo" for children, as well as food and drink vendors. Funds raised at this event benefit the various charities that the Rotary Club support throughout the year.

To further the fundraising efforts at this event, the request of the commission is twofold:

1. The Rotary Club is asking for permission to sell beer and wine to event guests to further their fundraising efforts. This is only allowed in public parks or spaces if permission is granted through the City Commission and the Special Event application process.
2. They are requesting to waive fees for the use of Tanner Hall as well as event permit fees so that the facility can be used as a VIP area for sponsors and contributors that support of the event.

City staff is agreeable with both of these requests as the event has proven to be a nicely organized function that has been well received and attended by the residents of and visitors to Winter Garden.

**Recommended action:**

**Motion to approve waiving fees and allowing alcohol sales for the Evening at the Pops event to take place at Newton Park and Tanner Hall on March 23, 2013.**

**Attachments/References:**  
**Event Application, Map, Flyer**



CITY OF WINTER GARDEN  
 PARKS & RECREATION DEPARTMENT  
 310 NORTH DILLARD STREET  
 WINTER GARDEN, FL 34787

PHONE: (407) 656-4155  
 WWW.WINTERGARDEN-FL.GOV

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



### CITY OF WINTER GARDEN SPECIAL EVENT APPLICATION – PUBLIC PROPERTY

Per City Code Ch. 27, Art 1, Sec.3 "Special Events" are defined as any public assembly of 100 or more people in any park, sidewalk, alley, lake or other publically owned area. Completed applications should be submitted no less than 30 days prior to the first date of the proposed event. Events that require closure of any city street or are anticipated to have more than 500 people in attendance will require approval of the City Commission.

ORGANIZATION/GROUP: Rotary Club of Winter Garden NON PROFIT  CORP. \_\_\_\_\_ INDIV. \_\_\_\_\_

NAME OF EVENT: Evening at the Pops

CONTACT/REPRESENTATIVE: Matt Hadley PHONE # 407-454-5039 Ext 702

ALT. PHONE: \_\_\_\_\_ EMAIL: matt@harmony-tech.com

EVENT LOCATION: Newton Park / Tanner Hall PROPOSED DATES: March 23<sup>rd</sup>, 2013

HOURS: 2:00 pm - 10:00 pm ESTIMATED DAILY ATTENDANCE: 1500

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT	EVENT DETAILS	EQUIPMENT AT EVENT
<input type="checkbox"/> FESTIVAL	<input checked="" type="checkbox"/> ADMISSION CHARGE/TICKET SALES	<input checked="" type="checkbox"/> AMPLIFIED SPEAKING/MUSIC
<input type="checkbox"/> EXHIBIT(S)	<input checked="" type="checkbox"/> ALCOHOL SERVED <sup>1</sup>	HOURS OF: <u>6:30 - 8:00</u>
<input type="checkbox"/> CARNIVAL/CIRCUS/FAIR	<input checked="" type="checkbox"/> ALCOHOL SALES <sup>2</sup>	<input checked="" type="checkbox"/> PORTABLE RESTROOMS
<input type="checkbox"/> GENERAL MEETING	<input type="checkbox"/> FIREWORKS/PYROTECHNICS	<input type="checkbox"/> SPORTS EQUIPMENT
<input type="checkbox"/> PARADE	<input checked="" type="checkbox"/> FOOD VENDORS: # OF <u>7</u>	<input type="checkbox"/> STAGE/PROPS/PRODUCTION
<input type="checkbox"/> BLOCK PARTY OR PICNIC	<input type="checkbox"/> MERCHANDISE VENDORS: # OF _____	<input checked="" type="checkbox"/> TENTS: #OF & SIZE <u>50x100</u>
<input type="checkbox"/> SPORTING EVENT/COMPETITION	<input type="checkbox"/> OPEN TO PUBLIC	<input type="checkbox"/> TEMPORARY EVENT SIGNAGE
<input type="checkbox"/> WEDDING/RECEPTION	<input type="checkbox"/> STREET/SIDEWALK CLOSURE- HOURS OF: _____	<input checked="" type="checkbox"/> DUMPSTERS/RECEPTACLES
<input checked="" type="checkbox"/> REVIVAL	<input type="checkbox"/> CITY WATER USED	<input type="checkbox"/> INFLATABLE DEVICES
<input checked="" type="checkbox"/> OTHER: (EXPLAIN) <u>Concert</u>	<input checked="" type="checkbox"/> EVENT HELD PREVIOUSLY	<input type="checkbox"/> COOKING EQUIP. USED. GAS _____ OPEN FLAME _____
	<input checked="" type="checkbox"/> CITY ELECTRIC USED	<input type="checkbox"/> OTHER: _____

<sup>1</sup> PLEASE NOTE THAT BEIRGARTENS OR ZONES WHERE ALCOHOL IS REQUESTED TO BE PERMITTED MUST BE CLEARLY IDENTIFIED ON THE EVENT SITE MAP.  
<sup>2</sup> EVIDENCE OF PROOF OF PERMITTING THROUGH THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION MUST BE PROVIDED TO CITY STAFF NO LATER THAN 30 DAYS PRIOR TO THE FIRST DAY OF THE PROPOSED EVENT.

**PLEASE CAREFULLY REVIEW ALL OTHER POLICIES AND PROCEDURES ON PAGE 2 OF THIS APPLICATION**



CITY OF WINTER GARDEN  
PARKS & RECREATION DEPARTMENT  
310 NORTH DILLARD STREET  
WINTER GARDEN, FL 34787

PHONE: (407) 656-4155  
WWW.WINTERGARDEN-FL.GOV

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY OF THE ABOVE CHECKED ITEMS IF NECESSARY: (USE BACK IF NECESSARY)

*Orlando Philharmonic Orchestra performing to an outdoor concert. Tanner Hall used for VIP seating and food. The Food Truck Bazaar to provide food for sale to general admission patrons. Beer + wine will be sold and consumed during event*

THE FOLLOWING SHOULD ACCOMPANY YOUR APPLICATION: (APPROVAL PROCESS WILL NOT BEGIN UNTIL THESE ARE SUBMITTED)

- COPY OF 501C-3 OR OTHER TAX EXEMPT STATUS CERTIFICATE (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE, ALCOHOL SERVING ZONES, OR ANY OTHER SIGNIFICANT FEATURES
- COPY OF APPLICANT'S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED. (SEE NEXT PAGE FOR INDIVIDUALS AND GROUPS WITHOUT INSURANCE)
- SANITATION PLAN - PORTABLE RESTROOMS, TRASH COLLECTION AND RECEPTACLE PLAN, ETC.
- PARKING AND TRAFFIC PLAN - REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
- MEDICAL CARE - FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
- SECURITY - OFF-DUTY OFFICERS SCHEDULED, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.

In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of any facility owned, leased, rented, and/or used by the City, the applicant does hereby release, waive, covenant not to sue, and discharge the City from all liability, responsibility and claims for personal injury, accidents, loss, illnesses, death, and property damage or loss arising from, related to, or in any way connected to participation in any of the listed Activities, including use of the City's facilities, premises, and equipment.

The applicant also agrees to INDEMNIFY AND HOLD the City HARMLESS from any and all claims, disputes, actions, suits, procedures, costs, expenses, damages, injuries, and liabilities, including attorney's fees (both at the litigation and appellate levels), relating to or arising from applicant's involvement in any of the Activities, and to reimburse the City for any such fees, costs and expenses incurred by the City. Participant further expressly agrees that the foregoing waiver, assumption of risks, indemnification and hold harmless provisions of this document are intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any portion thereof is held invalid or unenforceable, it is agreed that the balance shall remain and continue in full legal force and effect.

The undersigned has read these special event policies and procedures, waivers of liability, assumption of risks, and indemnity and hold harmless provisions, fully understands them, and understands that applicant is giving up substantial rights, including applicant's right to sue. The undersigned acknowledges that the undersigned is signing this document on behalf of the applicant freely and voluntarily, and intends this, by the undersigned's signature, to be a complete and unconditional release of all liability and responsibility on the part of the City to the greatest extent allowed by law. The undersigned further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made by the City, but if made, the undersigned has not, and will not, rely on such.

*Matt Hadley*  
\_\_\_\_\_  
SIGNATURE OF APPLICANT

*2/6/13*  
\_\_\_\_\_  
DATE

FOR OFFICE USE ONLY	
REC: _____	SCHEDULED FOR MEETING OF: _____
PD: _____	
FIRE: _____	
PS: _____	OTHER: _____



CITY OF WINTER GARDEN  
PARKS & RECREATION DEPARTMENT  
310 NORTH DILLARD STREET  
WINTER GARDEN, FL 34787

PHONE: (407) 656-4155  
WWW.WINTERGARDEN-FL.GOV

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

## CITY OF WINTER GARDEN SPECIAL EVENT POLICIES AND PROCEDURES

### FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT [http://www.myfloridalicense.com/dbpr/hr/licensing/GT\\_tempevents.html](http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html) FOR MORE INFORMATION.

### EVENT INSURANCE

IN MOST INSTANCES EVENT INSURANCE WILL BE REQUIRED WITH GENERAL LIABILITY COVERAGE OF AT LEAST 1,000,000. CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS, GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

### PERMIT FEES

EVENTS WITH 100-249 PEOPLE IN ATTENDANCE: \$250.00

EVENTS WITH OVER 250 PEOPLE IN ATTENDANCE: \$1,000.00

### ADDITIONAL FEES

OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OR ANY OTHER STAFF DEEMED NECESSARY TO BE ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

### MISCELLANEOUS POLICIES

- EVENT ADVERTISING SHOULD NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- ADMISSION FEES MAY NOT BE CHARGED FOR EVENTS TAKING PLACE ON PUBLIC PROPERTY.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.

### APPROVAL PROCESS

THE RECREATION, FIRE & POLICE DEPARTMENTS WILL REVIEW ALL REQUESTS AND FORWARD TO ADDITIONAL DEPARTMENTS AS NEEDED. YOU MAY BE CONTACTED TO PROVIDE FURTHER INFORMATION. YOU WILL BE NOTIFIED OF INITIAL APPROVAL, ADDITIONAL FEE REQUIREMENTS AND IF FURTHER COMMISSION APPROVAL WILL BE REQUIRED IN 2 TO 4 WEEKS.

# EVENT MAP



**THE FOOD TRUCK  
BAZAAR**  
A MOVING CULINARY EVENT

Food Truck Area

Tanner Hall  
29 W Garden Ave, Winter Garden, FL

★ Alcohol served

★ Alcohol served  
Event Seating

Stage

P  
VIP parking

### SHUTTLE PARKING AREAS:

- 1 Jesse Brock Comm. Center  
310 North Dillard Street  
Winter Garden, FL 34787
- 2 Parking lot on corner of  
Woodland Street & Plant Street
- 3 Parking lot on corner of  
Tremaine Street & Lakeview Ave



Shuttle begins at 4:30pm and runs approx. every 15 mins.  
Shuttle will run until 1hr. after the conclusion of the event



THE ROTARY CLUB OF WINTER GARDEN PRESENTS

# EVENING A T T H E POPS

FEATURING THE ORLANDO PHILHARMONIC ORCHESTRA

SPONSORED BY

**FLORIDA HOSPITAL**  
and THE CITY OF WINTER GARDEN

**SAT., MARCH 23RD AT 6:30 PM**  
**NEWTON PARK, WINTER GARDEN**

INSTRUMENT PETTING ZOO  
FOR CHILDREN WILL BEGIN AT 4:30 PM

BRING A BLANKET AND ENJOY  
AN OUTSIDE CONCERT UNDER THE STARS

**ADMISSION JUST \$5.00!**

FREE FOR KIDS UNDER 18 YEARS OF AGE  
VIP TICKETS ARE AVAILABLE

FOR MORE INFORMATION CALL 407.877.5440

Poster artwork by Carolyn Conover



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

---

**From:** City Clerk Golden

**Date:** January 8, 2013                      **Meeting Date:** February 14, 2013

**Subject:** Code Enforcement Board Vacancy

**Issue:** Resignation of Board Member Bradley Lomneck

Attached for your consideration are the interest forms on file with the City Clerk's office.

The appointment to fill the vacancy would be for the remainder of Mr. Lomneck's term in accordance with City Code Sec. 2-61(c), which is until July 1, 2015.

**Attachment:** Resignation Letter

**Board Appointment Interest Applications on file as of 2/6/13 for  
the Code Enforcement Board / Nuisance Abatement Board**

Name	District
Robert "Johnny" Clark	1
Lee Douglas	4
Benjamin LaTorre	2
Neal Lippold	3
Eric Rainville	1

**Note:** *There are no district appointment requirements and the attendance records for 2012 have not been provided because the Board only met once.*

Bradley Lomneck

01-08-12

320 Sabinal ST.

Ocoee, FL 34761

321 689 0732

RE: Bradley Lomneck Code Enforcement Board Resignation

To whom it may concern,

Please accept my resignation as Vice-Chairman of the Winter Garden Code Enforcement Board. I have moved away from the city, as such I am no longer qualified to hold a Board seat per the Winter Garden city code. It has been a pleasure to serve the Citizens of Winter Garden. This will be effective as the date of this letter.

Thank you,

*Bradley Lomneck*

Bradley Lomneck



Verified Interest ~~5-23-12~~  
1-9-13

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: 17 May 2010 VERIFIED INTEREST ON: \_\_\_\_\_

LAST NAME: CLARK FIRST: ROBERT MIDDLE: JOHNNY  
HOME ADDRESS: 620 Heathlyen Blvd, Winter Garden, Fl 34787  
OFFICE ADDRESS: N/A  
HOME PHONE: (407) 212-9091 WORK PHONE: N/A FAX: N/A  
CURRENT EMPLOYER: Retired city of Winter Garden LENGTH: 5 years  
POSITION: Code Enforcement manager + Traffic City Manager  
EDUCATION: 14 yrs HIGH SCHOOL UNDERGRADUATE COLLEGE DEGREE IN: AA in Criminal Justice  
ADVANCED COLLEGE DEGREE IN: N/A OTHER: N/A

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:

35 years in Law Enforcement, previous Code Enforcement Manager + Traffic City Manager for city of Winter Garden (born and raised in Winter Garden)  
COMMUNITY INVOLVEMENT: Routinely attend Commission meetings to keep up with  
INTERESTS/ACTIVITIES: can show what is going on in the city of Winter Garden  
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? To be involved in the city of W.G.'s growth  
NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP:  
None

ARE YOU A RESIDENT OF WINTER GARDEN? yes IF YES, CONTINUOUS RESIDENT SINCE? \_\_\_\_\_  
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? yes WHICH CITY DISTRICT? District 1  
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: General Employee Pension Board for the city of Winter Garden.

REFERENCES: Mayor John Rees, Commissioner Gerald Towers, City Manager, Michael Bollhoefer

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.



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. **1-9-13**

FEEL FREE TO ATTACH A RESUME.

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

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

HOME ADDRESS: 253 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@nra.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 - Cross Amherst / Springfield College  
Disciplinary Committee - Cross 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 like 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 2

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 McKeone 407-470-9180  
Dan Honan 407-504-8282

- 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
- 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.



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

still interested as of 10-5-10  
3-26-12  
1-10-13

**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**


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**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**

- 
- 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

## 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 7, 2011

VERIFIED INTEREST ON: 8-24-11 1-9-13  
5-24-12

LAST NAME: Rainville FIRST: Eric MIDDLE: John  
 HOME ADDRESS: 416 Courtlea Oaks Blvd, Winter Garden, FL 34787  
 OFFICE ADDRESS: 2314 Circuit Way, Brooksville, FL 34604  
 HOME PHONE: 407-877-9660 CELL PHONE: 407-913-7135 WORK PHONE: 352-848-2588  
 EMAIL: erainville@therainvilles.com FAX #: 352-848-2592  
 CURRENT EMPLOYER: Regions Facility Services LENGTH: \_\_\_\_\_  
 POSITION: Director of Facility Support Services  
 EDUCATION: HIGH SCHOOL GRADUATE  Yes  No UNDERGRADUATE COLLEGE DEGREE IN: BS in Building Construction  
 ADVANCED COLLEGE DEGREE IN: \_\_\_\_\_ OTHER: \_\_\_\_\_

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:  
**Seasoned in facilities, owners representation and construction management with expertise in portfolio and asset management, maintenance capital planning and facilities management; utilities, fuels and futures purchasing; cost control, estimating, scheduling, development, preconstruction and construction phase administration. Certified General Contractor.**  
 COMMUNITY INVOLVEMENT: Member of the Winter Garden Heritage Foundation, Dillard St. PTA and 90% of community events  
 INTERESTS/ACTIVITIES: Enjoy cooking (placed best overall Uncle Don's Chili Cook-off), Biking with my kids, building.  
 WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? Desire to contribute and make a positive impact on the City of Winter Garden  
 NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.

Facilities Management Professionals International 2009- Present, Restaurant Facility Management Association 2005-Present

ARE YOU A RESIDENT OF WINTER GARDEN?  Yes  No IF YES, CONTINUOUS RESIDENT SINCE? April 2007  
 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:  
Jay Conn, Director Parks and Recreation, City of Winter Garden, 407-656-4155  
Howard Long, Project Executive, Roy Anderson Construction, 228-297-4104

**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



## 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: 1/28/13 VERIFIED INTEREST ON: \_\_\_\_\_

LAST NAME: Douglas FIRST: Lee MIDDLE: E

HOME ADDRESS: 562 Home Grove Drive Winter Garden, FL 34787

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

HOME PHONE: 407 497 4077 CELL PHONE: 407 497 4077 WORK PHONE: \_\_\_\_\_

EMAIL: tdouglas0107@centurylink.net FAX #: \_\_\_\_\_

CURRENT EMPLOYER: Walt Disney World Co. LENGTH: 18 years

POSITION: Scheduler

EDUCATION: HIGH SCHOOL GRADUATE  YES  NO UNDERGRADUATE COLLEGE DEGREE IN: Liberal Studies - Political Science, Social

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

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:  
 I have studied politics for years and understand how the role of government affects the citizens that are involved. I am experienced in business. I teach both Politics and Business.

COMMUNITY INVOLVEMENT: Volunteer at Orange County History Center and other volunteering activities

INTERESTS/ACTIVITIES: Sports and political involvement

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? I like to serve the community that I live in.

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

ARE YOU A RESIDENT OF WINTER GARDEN?  YES  NO IF YES, CONTINUOUS RESIDENT SINCE? Dec 2003

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY?  YES  NO WHICH CITY DISTRICT? 4

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:  
 Paul Caswell - 407 929 7358  
 Jennifer Meyers - 407 925 2584  
 Sheri Morton - 407 396 0152

**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

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**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.

# Lee Douglas

562 Home Grove Drive Winter Garden, FL 34787  
lee.douglas@earthlink.net 407-497-4077

## Area of Experience

Experienced in building motivated teams in hospitality to create strong business results and a reduction of turnover. Additional experience instructing students in business, communication, and political science to create an enlightened future workforce.

## Education

Stetson University Celebration, FL March 2006  
Masters of Business Administration

University of Central Florida Orlando, FL July 2003  
Bachelor of Arts in Liberal Studies; specializing in Education, Political Science, and Humanities with a minor in Political Science

Valencia Community College Orlando, FL December 2002  
Associate of Arts in Social Science Education

## Work History

Walt Disney World Resort Lake Buena Vista, FL  
Scheduler Workforce Management May 2008 – Present

- Schedule up to 500 Cast Members for food and beverage, while adhering to employee handbook and union contracts
- Research staffing trends
- Implement plans to create lower cost staffing needs while maintaining high service
- Liason for labor operations to assist location leaders in day to day operation
- Assist Cast with vacation and schedule concerns and needs

Walt Disney World Resort Lake Buena Vista, FL  
Instructor Disney Internships & Programs Education (TA) September 2011 – December 2011

- Facilitate classes totaling over 200 international and domestic students
- Subject expert in Corporate Communications
- Partner with design and redevelopment of course
- Instruct classes regarding media relations, community relations, government relations, and research
- Assist in learning for students of a diverse population
- Complete Welcome Days of new participates to ensure smooth welcome

University of Phoenix Phoenix, AZ  
Online - Adjunct Professor Business Education June 2006 – Present

- Instruct classes on Critical Thinking, Advanced Practices of Hospitality, and Food and Beverage Management

Utilize on-line platform to connect with student and provide next generation learning tools International

Academy of Design and Technology Orlando, FL  
Adjunct Professor General Education June 2006 – August 2011

- Develop curriculum for private college in Political Science, Business, Mass Communication, and Geography
- Primary instructor and advisor of Political Science program

# Lee Douglas

- Lee Douglas for Florida House District 41  
Candidate Campaign Winter Garden, FL  
September 2009 – November 2010
- Public speaking in regards to policy choices to inform prospective voters
  - Compile media press releases to communicate events and policy plans
  - Create events that are both entertaining and strong fund raising
  - Raise funds for the operational expense of a campaign and budget expenses
  - Lead a team of 124 volunteers throughout district 41
  - Exceed expectations by receiving 38% of vote
  - Utilization of new media including social media to facilitate a message
- Stewarding Manager Disney's Yacht and Beach Club August 2006 – May 2008
- Manage three dishrooms being utilized by two casual dining, one buffet, one signature restaurants, two quick service restaurants, and a convention center.
  - Coach and mentor coordinators to allow them to better run their individual area
  - Partner with outside contractors to ensure Disney quality
  - Liaison for Green Lodging Certification
- Restaurant Guest Service Manager Disney's Yacht and Beach Club March 2005 – August 2006
- Manage Private dining for a four star convention resort
  - Coordinate labor and scheduling for Private Dining
  - Plan and implement in room parties/functions
  - Roll out Disney Basics while serving on Basics Test Team
- Guest Show Manager Disney's Polynesian Resort February 2001 – March 2005
- Duty Manager for Disney's Polynesian Resort and Disney's Grand Floridian Beach Resort during 3<sup>rd</sup> shift.
  - Assist Reedy Creek as first responder including emergency evacuations, AED activations, guest medical and emergency needs, and resort liaison
  - Inspire, coach, and instruct Cast Members in multiple business units including custodial, front desk, bell services, and food and beverage
  - Control labor budget and act as liaison between cast and schedulers
  - Provide training and development to make a stronger team and improve resort operations
  - Schedule daily assignments of work and verify that work is done to Disney standards
- Coordinator of Training Disney's Caribbean Beach March 2000 – February 2001
- Coordinate training program for six shop food court, 200 seat full service restaurant, pool bar, merchandise shop, and resort recreation.
  - Raise and maintain regulatory percentage to 100%
  - Facilitate regulatory classes
  - Update and implement new training manuals by coordinating area trainers
- Guest Communication Specialist Guest Communications September 1999 – March 2000
- Respond via e-mail to correspondence from Guests
  - Handle crisis communication for specific issues
  - Develop and implement response guidelines dealing with park closures